



**REQUEST FOR PROPOSAL
DOCUMENT**

**DEVELOPMENT OF LOGISTICS PARKS/ FREIGHT
TERMINALS/ PARCEL TERMINALS AND THEIR
CONNECTIVITY WITH DFC STATIONS THROUGH
PRIVATE INVESTMENT**

Issued by:

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA
LIMITED (DFCCIL)**

5TH FLOOR, SUPREME COURT METRO STATION COMPLEX,
NEW DELHI 110 001
INDIA

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Disclaimer

1. While adequate care has been taken in preparation of this RFP Document, the applicant/bidder should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office till the pre-bid meeting, it shall be deemed that the RFP Document is complete in all respects and applicants is/are satisfied regarding the same.
2. Neither DFCCIL, MOR nor their employees or representatives make any warranty as to the accuracy, reliability or completeness of the information in this RFP Document and it is not possible for DFCCIL to consider the investment objectives, financial situation and particular needs of each applicant who uses this RFP Document. Each prospective applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP Document and obtain independent advice from appropriate sources.
3. Neither DFCCIL, MOR nor their employees nor their representatives will have any liability to any prospective applicant or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of DFCCIL or their employees, representative or otherwise arising in any way from the selection process for the Assignment.
4. DFCCIL reserves the right to reject any or all of the Applications submitted in response to this RFP Document at any stage without assigning any reasons whatsoever. DFCCIL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.

DFCCIL reserves the right to change/ modify/amend any or all of the provisions of this RFP Document. Such changes shall be notified to all Applicants by DFCCIL

Abbreviations	Description
CFS	Container Freight Station
COD	Commencement of Commercial Operation Date
DFC	Dedicated Freight Corridor
DFCCIL	Dedicated Freight Corridor Corporation of India Limited
DPR	Detailed Project Report
EDFC	Eastern Dedicated Freight Corridor
ESP	Engineering Scale Plan
FOIS	Freight Operations Information System.
FT	Freight terminal
GOI	Government of India
ICD	Inland Container Depot
IPA	In Principle Approval.
IR	Indian Railways.
JV	Joint Venture
LOA	Letter of Award
LP	Logistics Park
MMLP	Multi-Modal Logistics Park
MoR	Ministry of Railways
NOC	No Objection Certificate
OHE	Overhead Equipment
PFT	Private Freight Terminal
RFP	Request for Proposal
S&T	Signalling and Telecommunication
SEZ	Special economic zone
SIP	Signalling& Interlocking Plan
SOD	Schedule of Dimension
TMC	Terminal Management Company.
TMS	Terminal Management System of FOIS
WDFC	Western Dedicated Freight Corridor

CHECK LIST FOR SUBMISSION OF PROPOSAL/DOCUMENTS

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SECTION – 1

NOTICE FOR RFP

Dedicated Freight Corridor Corporation of India Ltd, a Govt. of India Enterprise under Ministry of Railways and a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 5th Floor, Supreme Court Metro Station Complex, New Delhi-110001, India, invites Tenders, in 'Single Stage One Packet System' on prescribed Forms from Firms/companies/Joint ventures/consortiums meeting the requisite qualifying criteria, for Development of Private Freight Terminal (Multimodal Logistics Parks / Freight Terminals / Parcel Terminals) on private land along with its connectivity to DFC station on EDFC/WDFC, for which License will be granted to the successful bidder (TMC) to be selected through this RFP. The Terminal will be developed through investment by the TMC as per the terms & conditions set in this document.

Sn	Fields	Description
1	RFP No.	HQ-OPBD0BD(PROC)/7/2020-O/o GGM/BD/DFCC
2	Name of Work	Development of Logistic Parks/ Freight Terminals/ Parcel Terminals and their connectivity with DFC stations through private investment.
3	Type of Bid	Open Bid (Single Stage one Packet System)
4	Type of Contract	License
5	Duration of the License	(03 years construction/commissioning period from date of issue of LOA + 30 years of operation period), extendable further through mutual consent
6	Proposal Validity	90 Days from Proposal submission deadline i.e. 18/04/2021
7	Cost of tender document	Nil
8	Bid Security	INR 10 lakhs in the form of Demand Draft shall be drawn in favour of Dedicated Freight Corridor Corporation of India Ltd and payable at New Delhi or electronic cash transfer or unconditional Bank Guarantee or e-BG of equivalent amount, issued by any Scheduled Bank of India. The beneficiary of the Bid security BG shall be Dedicated Freight Corridor Corporation of India Limited. The Bid security shall be valid for 28 days beyond the Proposal Validity period (as defined at S.No.6 above). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.
9	RFP submission	The proposal/s will be submitted in Tender Box and the opening shall take place at:

		Meeting Room, 5th Floor, Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro Station Building Complex, New Delhi-110001 (India)
	<u>Date & Time Schedule :</u>	
10	Uploading Date of Document	30/11/2020
11	Pre-Bid meeting date, Time and Place	On 18/12/2020 at 15:00 Hrs at Conference Hall, 4 th floor, DFCCIL Corporate Office, Supreme Court Metro Station Building Complex, New Delhi-110001
12	Last Date and time of Submission of Proposal	18/01/2021 till 15:00 Hrs
13	Date and time of opening (bid)	18/01/2021 at 15:30 Hrs
14	Representative/ Contact person of DFCCIL	Sh. Biplav Kumar Group General Manager/Business Development Telephone: 011-23454631, e-mail : nsrinivas@dfcc.co.in
15	Address for communication	Group General Manager/Business Development Room no.400A, 4th Floor, Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro Station Building, New Delhi – 110001, INDIA
16	Help desk for submission of <u>bid</u>	For any clarification, help and registration for tendering contact at Manager/BD/DFCCIL : nsbisht@dfcc.co.in (Telephone: 011-23454825)
17	Availability of RFP documents and amendments	The RFP Documents can be downloaded from www.dfccil.com and https://eprocure.gov.in/eprocure/app . DFCCIL may issue amendments to the RFP Document at least 10 days prior to Proposal submission deadline by uploading amendment on www.dfccil.com

SECTION - 2

Letter of Invitation

No. HQ-OPBD0BD(PROC)/7/2020-O/o GGM/BD/DFCC

Dear Sir/Madam

Sub.: - Development of Logistics Parks / Freight Terminals / Parcel Terminals and their connectivity with the DFC stations through private investment.

Request for Proposal (RFP) document for the subject work, published at website www.dfccil.com, is enclosed herewith and includes the following documents:

- | | | |
|------|-------------|--|
| i | Section - 1 | Notice for RFP |
| ii | Section - 2 | Letter of Invitation |
| iii | Section - 3 | Information & Instructions to applicants/bidders |
| iv | Section - 4 | Scope of Work |
| v | Section - 5 | Evaluation of proposal and selection of licensee |
| vi | Section - 6 | Special Conditions |
| vii | Section - 7 | Settlement of dispute |
| viii | Annexures | (1 to 5) |
| viii | Enclosures | (1 to 5) |
| ix | Forms | Forms (1 to 8) |

Prospective bidders are requested to participate in the bid.

Yours sincerely

Encl.:- RFP Document.

**Group General Manager/Business Development
DFCCIL, New Delhi**

SECTION-3

INFORMATION AND INSTRUCTIONS TO APPLICANTS/BIDDERS

3.1. GENERAL

1. RFP document is non-transferable.
2. Tender/Bid/Proposal shall be having the same meaning in this document.
3. Proposals are required to be submitted only in hard copy and soft copy of RFP document is available in website - <https://dfccil.com/> and <https://eprocure.gov.in/eprocure/app> and submission of RFP will not be accepted online. Bid Security amount should be either submitted through DD or electronic transfer and acknowledgement/ receipt of transaction/Original BG for off-line should be attached with the proposal, or in the form of e-Bank Guarantee the detail of which should be attached with the proposal, failing which the offer shall be summarily rejected.
4. Applicants are required to submit their proposal in accordance with this “Request for Proposal” (RFP) Document.
5. No document cost/processing fee is required to be deposited by the applicant.
6. The interested applicants may obtain further information if required, regarding the ‘Request for Proposal Documents (RFP)’ between 10:00hrs and 17:00hrs on all working days upto closing due date either in person or through email/telephonically from the DFCCIL office at the details given in section -1 (S.No.16).
7. Bid Security Amount of Rs 10,00,000/- (Rupee Ten Lacs Only) in acceptable form (para 3.6) as stipulated in this document must be submitted and copy of acknowledgement and in CD/Pen drive should be provided along with proposal before closing due Date & Time. Any application received ***without Bid Security*** in the form specified in this document shall not be considered and shall be ***summarily rejected***.
8. Bids will be opened on the closing due date at 15:30 hrs in the presence of Bidder’s authorized representatives who choose to attend. For this, an authority letter of the firm is required.

9. DFCCIL will not be responsible for any delay in submitting the RFP documents by the applicant or delay in receipt of their proposals. DFCCIL reserves the right to accept/reject any or all proposals without assigning any reason thereof. Any request for modification in the time/date of submission of Bid due to Bidder's failure to submit offer, will not be accepted.
10. Bids will be submitted only in hard copies at DFCCIL office address mentioned in Sr.no.15 of section 1.
11. Proposals will not be accepted electronically/online.
12. Bidder (s) must submit:
Proposal: one (1) original, three (3) copies and CD/Pendrive containing soft copies of the proposal in pdf and documents (DOCX) format;
13. Bidders are advised not to make any corrections, additions or alterations in the downloaded RFP document. In case, any corrections, additions or alterations in the downloaded RFP document are made, such proposal is liable to be summarily **rejected**.
14. DFCCIL may issue addendum(s)/corrigendum(s) to the RFP. In such case, the ***addendum(s)/corrigendum(s)*** shall be issued, at least ten days in advance of the last date fixed for submission of proposal. The tenderer must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any, are downloaded by them from the DFCCIL website and information available at <https://eprocure.gov.in/eprocure/app>.
15. The bidder (s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender DOCUMENT and ***not to stipulate any deviations***, else, the offer may be liable to be rejected.
16. Notwithstanding anything stated above, DFCCIL reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of DFCCIL.
17. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding. DFCCIL also reserves the right for asking for any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.
18. Bidder(s) may note that they are liable to be disqualified at any time during the tendering process in case any of the information/documents furnished by them

is not found to be true. ***Bid Security*** of such bidder(s) ***shall be forfeited***. The decision of DFCCIL in this regard shall be final and binding.

19. Prospective bidders shall be required to sign Pre-Contract Integrity Pact enclosed with RFP enclosed as Form 5.
20. Pre-bid conference will be held as per the schedule given in this document (para 3.8). Representatives of the prospective firms may attend if they choose to. The venue shall be – the conference Hall on the 4th floor of DFCCIL Corporate office, Supreme Court Metro Station building-New Delhi. Participation in the Pre-Proposal Conference is not mandatory but Bidders, during the aforesaid Conference, can, if they choose to do so, present their queries on the RFP to the Client, in writing. DFCCIL shall provide necessary clarification as per schedule.
21. The bidders are required to submit their Proposal, as specified in this document, by providing the information/documents and undertakings as sought, only in English (Check list at page no.5).
While submitting their Proposal, bidders are expected to examine in detail the provisions of this RFP Document as well as the site/concerned DFC station including approach roads, water/electricity connections etc. Material deficiencies in submitting the information requested may result in rejection of a bid. DFCCIL reserves the right to not select any or all of the applicant(s) without assigning any reason whatsoever.
22. Each bidder must submit:
 - A declaration that the information furnished with the bid documents is correct in all respects;
 - Such other certificates as required in this RFP document; failure to produce the stipulated certificates shall make the bid non-responsive.
23. **Address for Communication:**
Mr.Biplav Kumar
Group General Manager/Business Development
Room no.400A, 4th Floor,
Dedicated Freight Corridor Corporation of India Ltd.,
Supreme Court Metro Station Building Complex, New Delhi-110001 (India)
Tel.011 23454960, Email: biplavkumar@dfcc.co.in

- 3.2. Bidding:** This Bid is for License for DFC connectivity for MMLPs, Freight Terminals, parcel terminals etc. (Terminal) to be developed by TMC (licensee) on private land owned/arranged by TMC. The successful bidder will be decided as per the evaluation/selection criteria defined in section 5 of this RFP. A particular bidder can bid for multiple locations (DFC stations) and each location will be treated as a separate application and will be governed by a separate contract. Bid security shall be separate for each application/proposal. For example, if a bidder is applying for 2 locations, he shall submit bid security for each location separately.

3.3. Bidders

A Bidder may be (a) A company registered in India under the Companies Act, 1956, or Company Act, 2013 or (b) A public sector entity (PSUs or organizations created under an act of Parliament), or (c) An entity registered as a Cooperative Society under the Cooperative Societies Act 1912, or (d) An entity owning an existing Private siding or an Assisted Siding, or (e) Subsidiary of an entity covered in (a), (b) above, or (f) a joint venture company or (g) consortium

The bidder must ensure the following:

a. In case of Single Entity:

- (i) The Bidder should be a firm/ Company/Entity registered in India.
- (ii) Submit Power of Attorney authorizing the signatory of the bid.
- (iii) Submit documents of composition of Firm/company (eg. Registration, MOA (Memorandum of Association) and AOA (Articles of Association), etc.)

b. In case of Joint Venture:

- i) Separate identity/name shall be given to the Joint Venture.
- ii) Maximum number of partners in the JV shall be limited to 5 (five).
- iii) A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same Bid.
- iv) The Bid should be submitted in the name of the JV.
- v) One of the members of the JV shall be its lead member who shall have not less than 26% share of interest in the JV. The other members shall have a share of not less than 10% each.
- vi) In case of JV with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.
- vii) Members of JV from a country may be excluded if as a matter of law or official regulations the Government of India (GOI) prohibits commercial relations with the country.
- viii) Joint and Several Liability - Members of the JV to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof
- ix) Duration of the Joint Venture Agreement - shall be valid during the entire currency of the License including the period of extension, if any.
- x) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- xi) The JV shall authorize a representative (lead partner only) who shall have the authority to conduct all business and sign the documents for and on behalf of JV during the bidding process and subsequent stages.
- xii) BID SECURITY shall be submitted only by JV/Lead member of the JV, and the same shall be deemed as submitted by JV Firm.

- xiii) A copy of Memorandum of Understanding (MOU) duly executed by the JV members on a stamp paper duly notarized shall be submitted by the JV along with the Bid. The complete details of the members of the JV, their share and responsibility in the JV particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- xiv) The constitution of the JV shall not be allowed to be modified after submission of the Bid by the JV except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility and qualification criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid. If any modification is required in the role, responsibility and function of the members of JV after submission of bid, permission of the DFCCIL authority is required.
- xv) Similarly, after the License is awarded, the constitution of JV shall not be allowed to be altered during the currency of License except when modification become inevitable due to succession laws etc. and minimum eligibility and qualification criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per agreement conditions.
- xvi) On award of License to a JV, a single Performance Guarantee shall be submitted by the JV as per Bid conditions. All the Guarantees like Performance Guarantee/Bank Guarantee etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- xvii) On issue of LOA, the MOU/JV agreement among the members of the JV to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the Bid, shall be registered. A separate PAN shall be obtained for this entity. (JV agreement will be valid for entire license period).
- xviii) No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (DFCCIL) in respect of the said Bid/contract.
- xix) In case one or more of the members of the JV is/are partnership firm(s) (in case of existing Private Siding or Assisted Siding) following documents shall be submitted:
 - (a) A notarized copy of the Partnership Deed
 - (b) A copy of consent of all the partners or individuals authorized by the partnership firm, to enter into the Joint Venture Agreement on a stamp paper.
 - (c) A notarized copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

- xx) In case one or more members of the JV is/are companies, the following documents shall be submitted:
- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - (b) A copy of Memorandum and Articles of Association of the Company.
 - (c) A copy of certificate of incorporation.
 - (d) A copy of Authorization/copy of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the Bid, sign MOU/JV Agreement on behalf of the company and create liability against the company.
- xxi) Role, responsibility and function of the members of JV should be detailed in the JV document.
- xxii) While Bidding is open to persons from any country, the following provisions shall apply:
- (a) Where, on the due date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital/capital contribution/partnership contribution in the Lowest Bidder or its member is held by persons resident outside India or where a Bidder or its member is controlled by persons resident outside India, then the eligibility and award of the project to such Lowest Bidder shall be subject to approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such time. The decision of the authority in this behalf shall be final and conclusive and binding on the Bidder.
 - (b) Further, where the LOA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour of another entity who is a resident outside India or where a Bidder or its member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 25% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.
 - (c) The holding or acquisition of equity control, as above shall include direct or indirect holding, acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in

determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 or any substitute thereof, as in force on the date of such acquisition.

- (d) The Bidder shall promptly inform the authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- (e) In case the selected Bidder under (a) above is denied the security clearance, for whatsoever reasons, then the Bidders emerging as qualifying bidder having second highest average turn-over, bidder having third highest average turnover (in that order) may be given a counter-offer (one by one sequentially) for award of connectivity license. In the event of acceptance of the counter-offer by another eligible Bidder, the project may be awarded to such Bidder. In case no Bidder accepts the offer or qualifies as per selection criteria, the Bid Process shall be annulled and fresh Bids invited.

3.4 A firm that is under a declaration of ineligibility by the Employer in accordance on the date of the deadline for bid submission or thereafter, shall be disqualified.

3.5 The Bidder shall also be considered disqualified / in- eligible if (a) The Bidder or any of its partners and/or subcontractors included in the Bid has been banned for business with Ministry of Railways along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/railwayboard>) of Railway Board pertaining to Banning of Business, with the Banning being valid on the last date of submission of Bid. (b) The Bidder or any of its partners has suffered bankruptcy / insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of Bid.

3.6 BID SECURITY

- i. As a security deposit, a sum of Rs 10 Lacs will be required to be submitted via electronic cash transfer or unconditional e-BG or original unconditional BG or Demand Draft shall be submitted by each bidder for each bid/ location separately.

Bank Details of DFCCIL is as below:

Account name - DFCCIL

Account no- 468301010130814

Bank Name - Union Bank of India, Moti Bagh, New Delhi

IFSC Code - UBIN0546836

- ii. Bids received without the appropriate Bid Security shall be summarily rejected.
- iii. Receipt copy of Bid security payment transaction for electronic cash transfer, unconditional e-BG and for offline unconditional BG in original or Demand Draft shall be submitted with proposal within the period of bid submission.
- iv. DFCCIL shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible on acceptance of the proposal of the successful bidder or when the selection process is completed by DFCCIL.
- v. DFCCIL shall be entitled to forfeit fully or partly and appropriate the bid security as mutually agreed loss and damage payable to DFCCIL in regard to the RFP and license period without prejudice to DFCCIL's any other right or remedy under the following conditions:
 - a. If any bidder withdraws its proposal during the period of its validity as Specified in this RFP and extended by the bidder from time to time, or
 - b. In the case of a successful bidder fails to comply terms of LOA or fails to sign the agreement within the specified time limit as specified by DFCCIL, or
 - c. If the bidder commits any breach of terms of this RFP or License agreement in case of PFT licensee, during the bid process or license period or is found to have made a false representation to DFCCIL.
- vi. Bid Security of the successful bidder shall be retained by DFCCIL towards performance security/guarantee for the commissioning period and further, during the license period.

3.7 PROPOSAL VALIDITY

The Proposal shall remain valid for acceptance by DFCCIL for a period of 90 days from the **last due date of submission of proposals**. In case required, DFCCIL may request the bidder to extend the period of validity of their proposals on the same terms and conditions.

3.8 PRE-BID MEETING

The pre-bid meeting will be held on 18/12/2020 at 15:00 Hrs at Conference Room, 4th Floor, Dedicated Freight Corridor Corporation of India Ltd., Supreme Metro Station Building Complex, New Delhi- 110001. Bidders can submit their queries in writing during or up to two working days after the Pre-bid meeting up to 17:00Hrs, addressed to:

Mr. Biplav Kumar
 Group General Manager/Business Development
 Room no.400A, 4th Floor,
 Dedicated Freight Corridor Corporation of India Ltd.,
 Supreme Court Metro Station Building Complex, New Delhi-110001 (India)
 Tel.011 23454960, Email: biplavkumar@dfcc.co.in

3.9 SUBMISSION OF PROPOSAL

The bidder shall submit its proposal in hard copy along with soft copy in CD/pen drive. The bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with this RFP (Documents Comprising Proposal). Bidders shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. The submission can be done by mail or by hand.

Interested bidders may like to be present in the DFCCIL office at the closing time of bid submission and witness the Bid Opening immediately thereafter. For this an authority letter is required. Bid Security amount submission will be checked and thereafter bids will be considered.

3.10 PREPARATION & SUBMISSION OF PROPOSAL

In preparing the Proposal, the Bidders are required to examine & study the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal. In this regard, the check-list provided at the end of this document may be referred to.

The Proposal shall be organised in the following manner:

No.	Description Relevant	Format
1	Covering Letter	Annexure 1
2	Company profile/details	Annexure 2
3	Annual Turnover, Net Worth and Profit& Loss statement & other details of the Firm for the last three Financial Years	Annexure 3
4	Information related to proposed location(s) to be developed as Freight Terminal (ICD/Parcel Terminal/Logistics Park, etc.)	Annexure 4
5	Experience regarding execution of infrastructure works related to transport/logistics and Terminal Operations/Logistics Services	Annexure 5

3.11 OTHER INSTRUCTIONS

- i. All communication and information should be provided in writing and in English language only.
- ii. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between the number percentage stated in figures and words, the number, percentage stated in words will be taken as correct.
- iii. No change in or supplementary information to a Proposal shall be accepted once submitted. However, DFCCIL reserves the right to seek additional information from the applicant/firms, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by DFCCIL, the Proposal would be evaluated solely on the basis of the available information.
- iv. The Bidder should designate one person (“Contact Person” and “Authorised Representative and Signatory”) authorised to represent the Bidder in its dealings

with DFCCIL. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the bidder/ awardee. The Letter submitted by the Bidder shall also be signed by the Authorised Signatory and shall bear the stamp of the entity concerned.

- v. DFCCIL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever. DFCCIL also reserves the right to hold the process of selection or withdraw the process or shorten or enlarge the scope of work or modify or amend the terms of reference at any time till the process is finalised duly informing all the bidders.
- vi. DFCCIL reserves the right to vet and verify any or all information submitted by the bidder.
- vii. If any claim made or information provided by the bidder in the Proposal or any information provided by the bidder in response to any subsequent query by DFCCIL, is found to be incorrect or is a material misrepresentation/suppression of facts, then the Proposal will be liable for rejection.
- viii. The bidder shall be responsible for all the costs associated with the preparation of their Proposal. DFCCIL will not be liable in any way for such costs, regardless of the conduct or outcome of this process.
- ix. All documents and other information supplied by DFCCIL or submitted by a bidder to DFCCIL shall remain or become the property of DFCCIL. Bidders are to treat all information as strictly confidential. DFCCIL shall not return any proposal or any information provided therewith.

3.12 Force Majeure:

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. Provision of Force Majeure will be given in detail in agreement document.

SECTION - 4

SCOPE OF WORK

4.1 Background and General Information

- 4.1.1 The Indian Railways (IR) network spreads over 68000 route km and handles more than 1200 million tonnes of freight traffic annually. The volume of freight is growing over a period owing to rise in industrial production, agricultural produce and GDP. Railway freight service is delivered by Zonal

Railways through its Divisions, which are the main functional units of Railways.

- 4.1.2 Railway lines connecting the four metropolitan cities of Delhi, Mumbai, Chennai and Kolkata are termed as “golden quadrilateral & its diagonal” (GQD), which comprise only 16% of route length, but move more than 58% of total freight traffic carried over IR. In 2006, Government of India (GOI) established the Dedicated Freight Corridor Corporation of India (DFCCIL) under the Companies Act of 1956, as a Special Purpose Vehicle, wholly owned by the Ministry of Railways (MOR), with mandate to build and operate Dedicated Freight Corridors (Eastern and Western Corridors). The DFC will offer upgraded freight services by running higher axle load freight trains with speed upto 100 kmph on an efficient system. The DFCs will provide a quantum jump in rail transport capacity in line with the rapidly growing demand and help increase the Railway’s modal share of Freight traffic.
- 4.1.3 Two dedicated freight corridors are presently under construction namely Eastern Corridor (EDFC) from Sahnewal to Sonnagar, and Western Corridor (WDFC) from Dadri to Jawaharlal Nehru Port Terminals (Mumbai) with route Kms of more than 2800 kms and likely to be fully commissioned by 2022-23. Eastern Corridor is planned to be further extended upto Dankuni (540 kms) and the construction of the same will be undertaken through PPP mode.

4.2 Objective & proposed locations of New Terminals

- 4.2.1 Most of the traffic passing over the DFC network in future will be shifted from IR network and will continue to originate and/or terminate at stations located on the IR network (termed as DFC feeder routes). DFCCIL intends to boost this traffic as well as attract additional/incremental traffic through the proposed new Terminals on DFC Network, to be developed through private investment by the TMC through this RFP.
- These terminals are intended to serve as entry and exit points for carriage of various cargo and will act as front business interface of DFC with the freight market in its catchment area, besides carrying the traffic to & from Indian Railway.
- 4.2.2 To achieve above objective, DFCCIL has envisaged to establish new Privately owned & managed Logistics Parks / Freight Terminals / Parcel Terminals along the DFC corridors with direct connectivity to DFC stations, which will provide state of the art infrastructure and facilities to attract &

efficiently handle various categories of cargo which can come to DFCs, in a customer friendly manner.

- 4.2.3 DFCCIL, through this RFP, invites proposals from capable and interested business entities (Firms/JV/Consortium) for awarding license to develop Logistics Parks / Freight Terminals / Parcel Terminals (hereinafter called “Terminal”) over land either owned by them or planned to be acquired by them in the vicinity of DFC stations including providing connectivity with respective DFC stations. The list of DFC stations where connectivity is being offered for Terminals is at Enclosure – 4 and schematic maps of the same are at enclosure – 4/1 & 4/2. *(The stations from Sonnagar(excluding) to Dankuni section are not being offered in the present RFP as the construction of this section may take some time)*. The bidders are to note that each terminal will be governed by an independent and separate agreement. Target Dates of commissioning of different sections of DFC are as below:
- i) New Khurja to New Bhaupur- Dec’2020
 - ii) New Rewari to New Palanpur - March 2021
 - iii) Entire DFC network - 2022-23
- 4.2.4 Minimum facilities to be developed at the Terminal by the selected Licensee (TMC) have been stipulated in the “Obligations of the Licensee (TMC)” in Section-6.
- 4.2.5 **Station Exclusivity** :- License for Connectivity with a particular station of DFC , will be awarded to only one Private Freight Terminal for ten years from the date of commissioning (COD) of a Terminal. After the completion of this period, any additional license to any other person may be awarded for this particular DFC station.
- 4.2.6 Procuring/arranging the Land for the Terminal and its connectivity to DFC shall be the sole responsibility of the Licensee (TMC). However, wherever considered feasible by DFCCIL, the IR/DFCCIL’s land falling in the alignment of linear connectivity of proposed PFT, may be licensed to the Licensee (TMC) as per extant Policy/Instructions, Terms & Conditions issued vide MoR’s letter No. 2016/Infra/6/12 dated 05.10.2016 (Enclosure - 3) through a Licensing Agreement.
- 4.2.7 In addition to above, wherever feasible, the Land required for last mile connectivity (linear portion between DFC connection point and TMC entry point) may also be acquired by DFCCIL under Railways Act 1989 on behalf of TMC and at the cost of TMC as per terms and conditions of Railway Board Letter no.2020/Infra/6/5, dated 05/10/2020 (Enclosure - 1).

- 4.2.8 To the extent possible, level crossings shall be avoided in connectivity portion (RUB requirement shall be mentioned in DPR). However, in exceptional cases, manned Level Crossings (LCs) may be permitted with approval of MD/DFCCIL.
- 4.2.9 Providing/Arranging proper Road Connectivity of Terminal up to nearest motorable existing road as well as arranging water/electricity/sewer/other connections including all associated costs, will be the sole responsibility of TMC. However, necessary assistance wherever required, may be provided by DFCCIL in this regard including liaising with the state government.

SECTION - 5

EVALUATION OF PROPOSAL & SELECTION OF LICENSEE (TMC)

5.1 OBJECTIVE

The objective of the evaluation is to select an eligible Applicant capable of developing and managing/operating the proposed Terminal in a customer friendly and efficient manner, equipped with modern handling equipments and facilitation regime to render satisfaction to the targeted customers.

5.2 EVALUATION

5.2.1 RESPONSIVENESS AND COMPLETENESS

The Proposal shall be first checked for responsiveness and completeness. Check list of the documents is provided at the beginning of this document. This shall include verification whether the information has been submitted in accordance with the specified formats, whether the requisite documents have been submitted, whether documents are signed by the authorized signatory.

5.2.2 Eligibility Criteria

The Firms/Company/JV/Consortium will be selected for award of license based on fulfilling the following eligibility criteria -

- (i) Annual average Turnover of the Firm during the last 3 financial years (FY 2016-17, 2017-2018 & 2018-2019) shall not be less than Rs.50 Crores.
(Financial Year 2019-20 has been excluded due to extension granted for filing returns due to COVID-19. However, in case the Firm submits the Turnover details of FY 2017-2018, 2018-2019 & 2019-20, the same will be considered).
- (ii) The Firm should have a minimum current Net Worth of Rs 20 Cr.
- (iii) The Firm should be profit making in the last three financial years.

(In case of JV/Consortium: Regarding (i) & (ii) above, the Turnover & Net Worth of only those members whose share is more than or equal to 26%, will be added. Regarding (iii) above, all members of JV shall be profit making)

- (iv) Supporting documents shall be submitted for above (i), (ii) & (iii) duly certified by a Chartered Accountant.
- (v) The Firm (or any partner/member of the JV firm in case of JV), should fulfill any one of the following condition- (a), (b) or (c) as a proof of technical capability to develop/operate the terminal -
 - (a) Firm should have successfully completed/executed a contract of at least one Infrastructure work either for the government/PSU or for a public listed company, relating to transport/logistics of value not less than Rs.50 Cr. in last 5 Financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20 & current financial year (2020-21) for which a certificate from employer should be submitted,
or
 - (b) Should have minimum 5 years' experience as Railway Freight Terminal Operator/Owner in last 10 years for which complete details of Terminal & relevant documents/certificates/agreements should be submitted.
or
 - (c) Should have minimum 5 years' experience of a logistics service provider in last 10 years, for which all related details and certificates should be submitted.

5.2.3 CRITERIA FOR THE SELECTION:

- (a) In case, there is only one eligible bidder for a particular station/location fulfilling the eligibility criteria as defined in para 5.2.2 above, the Terminal License will be awarded to that bidder.
- (b) In case there are more than one eligible bidders for a particular station/location (fulfilling the eligibility criteria defined in para 5.2.2 above), the Terminal License shall be awarded to the bidder having highest average annual turnover in terms of para 5.2.2 (i) above.

SECTION - 6

SPECIAL CONDITIONS

- 6.1** The Contract shall be governed by the laws of India and Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgments, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.

6.2 The language:

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6.3 The addresses for communication with DFCCIL:

Mr.Biplav Kumar
Group General Manager/Business Development
Room no.400A, 4th Floor,
Dedicated Freight Corridor Corporation of India Ltd.,
Supreme Court Metro Station Building Complex, New Delhi-110001 (India)

6.4 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client will be taken or executed by the Authorized Representative as under:

Mr.Biplav Kumar
Group General Manager/Business Development
Room no.400A, 4th Floor,
Dedicated Freight Corridor Corporation of India Ltd.,
Supreme Court Metro Station Building Complex, New Delhi-110001 (India)
Tel.011 23454960, Email: biplavkumar@dfcc.co.in

6.5 Commencement of contract and commencement of commercial operations date (COD)

Date of issue of Letter of Award (LOA) will be considered as Date of effectuation of the contract. Commencement date of operation of the terminal will be the COD.

Gestation period: The selected Licensee (TMC) should develop the terminal and start commercial operations (COD) within three (03) years from the date of issue of LOA. In special circumstances/ exigencies, further extension of time for commissioning of PFT may be considered by Director/OP&BD/DFCCIL.

6.6 DFCCIL's extant PFT policy shall generally be applicable in case of these freight terminals as revised from time to time. In case of conflict, the condition laid in this RFP document shall prevail.

6.7 Currency of License: The license period for the terminal operation by TMC will be initially valid for 30 (thirty) years from COD with provision for further extension on mutual agreement/consent on the same terms & conditions subject to satisfactory past performance of TMC.

6.8 Revenue Source for TMC: TMC will be entitled to receive Terminal Charges for cargo handled (per tonne basis), as notified by IR/DFC from time to time for the freight trains

loaded/unloaded at the PFT (mentioned in Enclosure 5 as Railway Board letter corrigendum 37 to RMC/CRT) subject to revision of terminal charges by IR/DFC from time to time.

6.9 Termination of the Agreement:

For non-compliance/defaults related to construction/operation, a penalty of Rs. 25,000 per occasion will be imposed on the TMC by competent authority (GM/GGM-BD). Subject to the provisions in the agreement between DFCCIL and the firm, DFCCIL may terminate an Agreement with the TMC for repetitive/major breach of the terms and conditions of the agreement, repetitive violations of the provisions of the Railways Act, 1989, commitment of unlawful act or in the event of default as defined in the agreement, by giving a written Notice of Termination of 180 days to the firm to make good their default(s)/breach.

Before issuing the Termination Notice, DFCCIL will inform the firm of its intention to do so through a written "Show Cause notice". The firm should make a representation within 30 days of receiving such a notice. After expiry of 30 days, the termination notice of 180 days will be issued in writing if no representation is received from the firm. If a representation is received as response to the "show cause notice", the DFCCIL will decide the further course of action regarding termination notice taking all facts into consideration.

The firm will also have the right to terminate the agreement by giving a notice of 180 days to the DFCCIL. Any dispute arising out of the same will be resolved through the Dispute Resolution Mechanism.

6.10 Post Termination rights of DFCCIL: --

- (a) On termination of the Agreement, DFCCIL will be entitled to disconnect the Terminal from its station and to take possession of land licensed to TMC. It shall also be entitled to award license to any other TMC at that particular station through fresh RFP as decided by the DFCCIL.
- (b) Land for last mile connectivity (linear portion between DFC connection point and TMC entry point) if acquired by DFCCIL on behalf of TMC as per terms of the License agreement, will continue to vest with DFCCIL/Railway without any financial obligation on its part.

Obligations of the Licensee (TMC) :

- 6.11 All Railway lines/track works/OHE/signaling including connectivity lines will be constructed as per the Manual of DFC specifications available in DFCCIL office (with GGM/BD, 4th floor) and Schedule of Dimensions (SoD) of DFCCIL available at website link -
https://indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/DFC-SOD/SSOD_Freight_Corridor_210113.pdf

- 6.12 TMC will provide quality service to the customer in active association with the logistics service providers, if required. Provision of 24x7 working, adequate lighting, watering, rest rooms, labour shelters etc. shall be provided.
- 6.13 The alignment for the connectivity line should be at an adequate distance from the DFC lines so that it does not infringe any DFC installation.
- 6.14 Statutory requirements: The selected operator will obtain all necessary/statutory clearances such as from pollution control authorities, for Electrical installations, labour authorities etc as applicable for related terminals type, Environmental clearance if required etc.
- 6.15 In case of concurrent construction of DFC at the site of the terminal, Terminal Management Company shall ensure unhindered access to the DFC contractor(s). For smooth execution of DFC project, precedence will be given to the DFC traffic for movement of construction machines, material special trains etc. on DFC track.

6.16 **Minimum layout in Terminal and Provisions/Facilities:**

A minimum of one handling line of standard length 750 metres and another holding/handling line of standard length 750 metres with provision for shunting neck engine escape should be constructed as a rail yard with suitable signaling & OHE installations, the layout plan of which will be approved by DFCCIL at DPR stage. Provision of long handling/holding lines of 1500 mtrs length may also be considered (not mandatory).

At least two RCC concrete (VDC) wharfs, one of minimum 15 x 700 and second of minimum 20 mtrs x 700 mtrs, should be provided in the PFT. Wider wharf, than as prescribed, can be provided as required by the licensee. There can be suitable height platforms instead of rail level wharfs as per requirement based on commodities to be dealt.

The TMC will provide handling equipments/cranes (fixed and mobile) & related facilities for efficient operations/handling of cargo, concrete /paved handling areas, wharfs, warehouse, other facilitations like waiting room for customers, rest room for crew, Packaging yards/enclosures, FOIS hardwares/channels (as per DFC PFT policy), parking space, repair shop for handling equipments etc as per requirement. FOIS / TMS for goods booking, which will be provided at the cost of TMC

6.17 **Plan/design of Terminal :**

TMC shall plan and design the terminal for optimum cargo handling (volume/value) and efficient operations. The TMC will get prepared and submit the layout plan of the railway yard including facilities and connectivity lines through a Railway Empanelled Siding Design Consultant which will inter alia include track layouts, signaling/interlocking plans, OHE Plans, Weighing Machine arrangements, tipplers

arrangements (depending on cargo), warehouses, various functioning, facilitation areas, circulating/connecting roads etc and seek the approval of same from DFCCIL.

All constructions and installations of equipment/machines should conform to manual of DFC specifications. DFC SOD is available at https://indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/DFC-SOD/SSOD_Freight_Corridor_210113.pdf

- 6.18 The connectivity line (between PFT & DFC Station), its maintenance & subsequent dismantling would be at the cost of the Terminal Management Company. Proper drainage to the DFC track will be provided by Terminal Management Company at their cost (including opening, operation, its maintenance and subsequent dismantling/removing/linking), by constructing the longitudinal drainage between DFC and PFT Terminal/connecting line (private) wherever required.
- 6.19 The cost of connectivity & any modification/dismantling in the DFC yard due to providing connectivity with DFC station/cabin has to be borne by the Terminal Management Company as per the provisions of DFCCIL Rail Connectivity Policy for PFT. The DFCCIL on its part shall provide connectivity to PFT line with DFC yard at the cost of TMC, with minimum alterations in the DFC yard to keep the cost minimum.
- 6.20 All the safety certificates and clearances, as required, from organizations other than the DFCCIL will have to be obtained by the Terminal Management Company on their own.
- 6.21 For the rail connectivity of proposed Terminal, subject to availability and wherever feasible, use of land in possession of DFCCIL may be permitted on license basis to Terminal Management Company on the basis of terms & conditions prescribed by DFC/IR from time to time (Enclosure 3).
- 6.22 Any construction for DFC rail connectivity on the land controlled by DFCCIL shall be done only after approval of Detailed Project Report (DPR)/ Engineering Scale Plan (ESP) and land licensing agreement.
- 6.23 Terminal Management Company shall provide and maintain at its own cost and expense a suitable electronic in motion weighbridge, weigh-bridge house as per extant rules of DFC/Railways at a suitable location in such a manner so that all incoming and outgoing rakes can be weighed.
The electronic-in-motion weighbridge should be maintained by the Freight Terminal owner at its own cost to the satisfaction of the DFCCIL and will be subject to periodical inspections by qualified staff at the cost of Freight Terminal owner, who will record a certificate to the effect that the weighbridge is showing correct weight and is in proper working order.
- 6.24 The maintenance of terminal assets shall be done by TMC according to DFC/Railway rules and regulations as in force from time to time. Such emergent maintenance as may be required for safety may be done by the DFCCIL Administration without prior notice to Terminal Management Company and Terminal Management Company will have to

pay on demand any expenditure incurred by the or through the DFCCIL Administration on this account, including departmental and other charges as may be fixed by the DFCCIL/Railway Administration from time to time.

Other rules & regulations regarding installation, operation and maintenance of weigh bridges as laid down from time to time by DFCCIL/Railway Administration would apply.

- 6.25 The Terminal Management Company (TMC) will follow the indicative guideline mentioned in Railway Board letter no.2007/PL/25/1, Dated 05/06/2007 for development of freight terminals (Enclosure 2).
- 6.26 The TMC will follow rules of local/civil authority related to fire safety and hazards material. TMC will take care of Railway Red Tariff Rules given in IRCA Red Tariff no.20 for rail transportation of goods. Link of IRCA Red Tariff no.20 is - <https://www.indianrailways.gov.in/railwayboard/uploads/Download%20File.pdf>.
- 6.27 Demurrage:
Demurrage charges at the terminal will be calculated in accordance with the rates prescribed by DFCCIL/Railway and revised from time to time and shall be paid by the Terminal Management Company for the extra time taken for loading/unloading beyond permissible free time. Railway Board latest circular is mentioned in Enclosure 5 under Demurrage subject.
- 6.28 **Conversion of Private Siding to PFT [Co-user not permitted]:** Any Private siding coming on a station, after a PFT has been awarded exclusivity at that station by this tender is not permitted to have Co-user as per Private Siding Policy (clause 11) and they cannot convert to a PFT as per extant PFT policy (clause 7), during the exclusivity period.

Obligations of the DFCCIL:

- 6.29 On award of license, the Licensee (TMC) will submit the preliminary feasibility study/report along with layout plan of the proposed terminal and connectivity within 45 days from the date of award of contract (LOA). DFCCIL will provide IPA to the project within 15 days of submission. Further, DPR for the project will be submitted along with yard plan within two (02) months from the date of IPA. DFC will clear the DPR within 45 days from the submission date of the DPR.
- 6.30 DFCCIL will provide IR/DFCCIL policies related to the project (PFT policy, Land License Policy etc) to the Licensee as required in development of terminals. Other policies applicable for tariff, incentives etc will also be provided as per requirement.

- 6.31 Wherever feasible, acquisition of land for last mile connectivity (linear portion between DFC station connection point and TMC entry point) may be facilitated/done by DFC on behalf of TMC as per terms and conditions of Railway Board Letter no.2020/Infra/6/5, dated 05/10/2020 (Enclosure 1).
- 6.32 DFCCIL will provide all technical support for rail connectivity with DFCs serving stations for timely completion of the project as per terms of the license and as per DFCCIL's PFT policy.
- 6.33 DFCCIL will help in getting required assistance from Zonal Railway and State Authorities wherever required.
- 6.34 Availability of Rake/Indents: Indents will be placed online using TMS module. Rake will be allocated to the customer as per IR/DFCCIL rules in force.
- 6.35 **General obligations:**
- i) Communications to be in Writing: All notices, communications, reference and complaints made by the DFCCIL or Terminal Management Company inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs. Notice, communication, reference or complaint not in writing or through e-mail, shall not be taken cognisance of.
 - ii) Execution, Correlation and Intent of Contract Documents: The contract documents shall be signed in triplicate by DFC and the Contractor. The intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of work.
 - iii) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.
 - iv) Compliance to Regulations and Bye-Laws: The Contractor/ licensee shall conform to the provision of any statutory regulations and bye-laws of any local/State/Central Govt. authority relating to the works of development /operation of freight facilities / services to the customers /facilitation to the customers.
- 6.36 In general IR circular, IRCA Commercial Manual Volume –II, IRCA Goods Tariff No. 48 Part I (Vol. II), Goods Tariff No. 48 Part II and rules related to freight will be followed and any specific order given by DFCCIL will be applicable in case of Indenting of wagon(s), Booking, demurrage, claim, etc. matters. Links of Important Publications, Policies, Circulars are given in Enclosure 5.

Rules related to indenting of wagon(s) is given in IRCA Commercial Manual Volume –II under chapter XIV and registration of demand for wagons electronically (e-RD) through FOIS is mentioned in Rates Master Circular-RD/2019/0. The link above circular is given in Enclosure 5 under the subject "E-Registration of Demand". Circulars issued by Railway Board regarding wagon registration, preparation of RR and electronic payment of registration fee and freight in TMS module of FOIS has been mentioned in enclosure 5 under the subject – "E-Registration of Demand", "Electronic Payment" and "E-Transmission of RR".

SECTION – 7

SETTLEMENT OF DISPUTE

7.1 Amicable Settlement

7.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute resolution

7.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 7.3.

7.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

7.3 Conciliation

7.3.1 In the event of any Dispute between the Parties, either Party may call upon Managing Director and the Chairman of the Board of Directors of any of the party for amicable settlement, and upon such reference, the said persons shall meet within 7 (seven) working days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 7.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 7.4.

7.4 Arbitration

7.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 7.3, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 7.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute

Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act 1996 and its amendments thereof. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

- 7.4.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 7.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the firm and the client (DFCCIL) agree and undertake to carry out such Award without delay.
- 7.4.4 The Contractor/Operator and the client (DFCCIL) agree that an Award may be enforced against the firm and/or the client (DFCCIL), as the case may be, and their respective assets wherever situated.
- 7.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder
- 7.4.6 The place (seat) of Arbitration/court shall be New Delhi.

FORMAT OF COVERING LETTER FROM BIDDER

(The letter is to be submitted by the firm or the Lead Member of a participative firm, on their Letter Head duly signed by the authorized signatory))

Date:

To,
Group General Manager/Business Development
DFCCIL, New Delhi

Dear Madam/Sir,

Sub: RFP Application for Development of Logistics Parks / Freight Terminals / Parcel Terminals along the DFC alignment

1. I / We have read the RFP document attached. I / We offer the Bid for Development of Terminal (Logistics Parks / Freight Terminals / Parcel Terminals) along the DFC alignment on private investment model and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of contract.
2. I / We understand that DFCCIL is not bound to accept any Proposal that they receive allotment of contract for Development of Logistics Parks / Freight Terminals / Parcel Terminals along the DFC alignment on private investment model.
3. I / We further understand that in case of any information submitted by me / us being found to be incorrect, DFCCIL will have the right to summarily reject the bid/proposal, cancel the contract.
4. I/We agree to submit all disputes arising out of or in connection with this bid/proposal document to the exclusive jurisdiction of courts at New Delhi.
5. I/We understand that DFCCIL and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid/proposal.
6. I/We is/are hereby submitting our Proposal and Bid security.
7. We are submitting our Proposal in association with: [Insert a list with full name and address of each associated firm]

Yours sincerely,

Signature of Authorized Signatory

(.....)

Name and Designation of Authorized Signatory

(.....)

Name of Firm:

Address and Contact Details:

Office Seal :

Annexure-2

Details/profile of Firm/Company/JV

(Documents pertaining to the composition of the firm/company/JV should be submitted as stipulated in para 3.3)

1.Name of the firm/company/JV:

2.Details:

- General Profile & Nature of Business
- Size of the company including no. of freight terminals/construction projects done/logistic services provided
- Services provided by the firm
- Documents laid down in para 3.3

3.Geographical presence of the firm

(To be signed by the authorized signatory)

Name:

Designation:

Annexure 3

ANNUAL TURNOVER, NET WORTH AND PROFIT OF THE FIRM FOR THE LAST THREE FINANCIAL YEARS

Bidding consultant's / Lead Partner & Each Partner's Name-

sn	Criteria	Single entity	JV/Consortium/Association			Document
			All partners combined	Each partner	Lead Partner	Submission requirement
1.General Eligibility						
1	Conflict of interest	Must meet the requirement	Must meet the requirement	Must meet the requirement	Must meet the requirement	Letter of Technical bid Containing an undertaking
	No Conflict of interest in terms of ITC sub Clause -3					
2	Corrupt Practices Not having been declared ineligible by the Employer as described in ITC Sub- Clause 5.3	Must meet the requirement	Must meet the requirement	Must meet the requirement	Must meet the requirement	Bidder to sign Integrity Pact with DFCCIL (Client) as issued by Ministry of heavy industries (DPE) vide office memorandum no-DPE/13(12)/11-FIN dated 09-09-2011, as a necessary precondition to Bid for the contract
3	Banning of Business Bidder or any of its constituents, Sub Contractor not banned by Ministry of Railways or any Indian Govt of India Agency or any International Funding Agency e.g. World Bank etc.	Must meet the requirement	Must meet the requirement	Must meet the requirement	Must meet the requirement	Letter of Technical bid Containing an undertaking
5	Net worth Calculated as the difference of Total assets and total liability for current/latest year (ie, 2019-20 or 2018-19, for which return has been filed with ROC)	Must meet the requirement	Sum total of only those partners whose share is more than or equal to 26%, will be taken			Shall be certified by chartered accountant
6.	Annual Turn over for the last three years	Must meet the requirement	Sum total of only those partners			Shall be certified by chartered accountant

	(2016-17, 2017-18, 2018-19) or (2017-18, 2018-19, 2019-20)		whose share is more than or equal to 26%, will be taken			
7.	Profit making in the last 3 years (2016-17, 2017-18, 2018-19) or (2017-18, 2018-19, 2019-20)	Must meet the requirement		For all members of JV		Shall be certified by chartered accountant

(To be signed by the authorised signatory)

Name:

Designation:

**INFORMATION RELATED TO PROPOSED LOCATION(s) TO BE
DEVELOPED AS FREIGHT TERMINAL (ICD/PARCEL
TERMINAL/LOGISTICS PARK, etc.)**

(Separate proposal for separate location/station be submitted)

Location-wise detail is required to be submitted in following points:

1. Proposed Location (nearest DFC Station) and proposed Land area of Terminal (Length, Breadth & Area)
2. Distance from DFC station
3. Type of terminal (Multimodal Logistics Park, Freight Terminal, Parcel Terminal, CFS/ICD, etc.)
4. Estimated cost of project (Total) including land & connectivity line (Rupees in Cr.)
5. Connecting Road for the Terminal
6. Anticipated Market size
7. Type of commodities likely to be dealt in the terminal
8. Estimated traffic of the Terminal
Loading - Tonnes/Month
Unloading - Tonnes/Month
9. Ancillary Services proposed to be provided in the terminal (eg warehousing etc)
10. Rail infrastructure proposed in Terminal (including no. of handling /holding full length lines, shunting neck, no of tipper/hopper , weigh bridges etc)
11. Other infrastructure of the terminal (Equipments, storage)
12. Value added Services proposed to be provided.

(To be signed by the authorised signatory)

Name:

Designation:

**EXPERIENCE REGARDING FREIGHT TERMINAL
OPERATION/LOGISTICS SERVICES EXECUTION OF
INFRASTRUCTURE WORK**

(A) Freight Terminal operator/Logistics Service provider:

1	Number of years in business (Development and/or operation of Freight Terminal)	
2	Broad areas in which freight/ logistics services provided in the past	(a) (b)
3	Location at which the firm/company has offices	Head Office: Other offices (please specify locations):
4	Description of major works with which the firm has been associated in the past :	
I.	As terminal owner (location-wise individual information – A,B,C,D.....)	
II.	As terminal operator (location-wise individual information – A,B,C,D.....)	
III.	As logistics services provider (type of services provided A,B,C,D.....)	
IV	Any other work (Transport/logistics)	

In the above given format following points should be covered and comprehensive information should be provided:

- i. Commissioning/operation date of the terminal
- ii. Land area and location
- iii. Type of work
- iv. Cost of project
- v. Type of commodities dealt in the terminal (If terminal development work)
- vi. Type of services provided in the terminal (If terminal development work)
- vii. Internal infrastructure of the terminal (Equipments, storage)(If terminal development work)
- viii. Documents in supporting above

(B) Experience in execution of infrastructure work (Transport/logistics related) in last 5 years:

S.No.	Name of work executed/completed	Nature of work	Contract Value (Completion Cost)	Date of Award	Date of completion	Employer/Client	Performance	Remarks

Note:

The firm's experience should be supported by documentary evidence in the form of certificate from the client/registration certificates, clearly mentioning the work/type i.e terminal(ICD, CFS, SEZ, port terminal, Air freight terminal, Railside Warehouse etc) development ,Infra Development (road, rail,portetc), related services (logistics etc) rendered by the firm. Copy of evidence should be in English or supported by an authenticated English translation.

(To be signed by the authorized signatory)

Name:

Designation:

ECS –FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

(PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM) No. :

1. BIDDER'S NAME : _____

Address: _____

Phone/Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT OF BIDDER:

A. BANK NAME : _____

B. BRANCH NAME: _____

Address : _____

Telephone No. : _____

C. IFSC code of the Bank

(For payments through RTGS): _____

D. ACCOUNT TYPE

(S.B. Account/Current Account or

Cash Credit with Code 10/11/13) : _____

E. ACCOUNT NUMBER

(As appearing on the Cheque Book) : _____

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for reasons of incomplete or incorrect information, I would not hold the Client responsible.

Date:

(.....)

Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

(.....)

Signature of the Authorized

Official from the Bank

FORM OF DECLARATION (On Letter head of Bidder)

M/s-----**(name of Bidder)** having its Registered office at ----- (hereinafter referred to as `the Bidder) having carefully studied all the Bid documents relating to the “-----**(name of the Work)**”, the local and site conditions and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Client but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of the Client.
5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.
6. The Bidder hereby authorises the Client to seek reference from the bankers of Bidder for its financial position.
7. The Bidder undertakes to abide by all labour welfare legislations.
8. The Bidder confirmed that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act 2006 are applicable/not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to the Client. The statement submitted by the Bidder is true and correct.
9. Information submitted with bid documents is correct in all respects

For and on behalf of the Bidder

Sd/-

(To be Signed by Authorized Signatory)

Dated:

**Declaration of eligibility (On Letter head of Bidder)
(By the Bidder)**

I/ We, M/s (Name of bidder) hereby certify that I/we have not been presently banned/delisted/de-barred from business by any PSU/Govt. Department

(Seal & Signature of the Bidder)

Declaration for Labour Law Compliance

(On Letter head of Bidder)

We will comply all applicable laws (like Provident Fund Act, Minimum Wages Act etc.) relating to personnel deployed by us in DFCCIL connected PFT (for development/operation/maintenance) . We are responsible for statutory compliance of labour laws for the personnel deployed by us for DFCCIL licensed Private Freight terminal. We further confirm that all statutory requirements are being complied by us.

(Signature with date)

Authorized Signatory

PRE-CONTRACT INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2011 between, on one hand, the DFCCIL acting through Shri _____, Designation of the officer, (hereinafter called the "CLIENT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CLIENT proposes to procure (Name of the Stores/ Equipment/ Item, Name of the firm, Name of Works Contract, Name of Services) and the (A) is willing to offer/has offered for stores or works.

WHEREAS the (A) is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the CLIENT to obtain the desired said(Name of the Stores/Equipment/Item Name of the Service, Name of Works contract, Name of Services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure (B) by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows: **Commitments of the BUYER**

- 1.1. The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the (B), will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the (A), either for themselves or for any person, organization or third party related to the (B), in

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the (B).

- 1.2.** The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular (A) in comparison to other BIDDERS.
 - 1.3.** All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the (A) to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT,, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the (B) process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the (B) contract would not be stalled.

Commitments of Bidders:

3. The (A) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the (B) contract or in furtherance to secure it and in particular commit itself to the following:
- 3.1.** The (A) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the (B) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2.** The (A) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the (B) or any other (B) with the Government for showing or forbearing to show favour or disfavour to any person in relation to the (B) or any other (B) with the Government.
 - 3.3.** (A) shall disclose the name and address of agents and representatives and Indian (A) shall disclose their foreign principals or associates.

3.4 (A) shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The (A) further confirms and declares to the CLIENT that the (A) is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the (B) to the (A), nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The (A), either while presenting the bid or during pre-contract negotiations or before signing the (B), shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the (B) and the details of services agreed upon for such payments.

3.7. The (A) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The (A) will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The (A) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, proposals and business details, including information contained in any electronic data carrier. The (A) also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The (A) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The (A) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the (A) or any employee of the (A) or any person acting on behalf of the (A), either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the (A) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The (A) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transgression

4.1. The (A) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The (A) agrees that if it makes incorrect statements on this subject, (A) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Security Deposit:

While submitting commercial bid, the (A) shall deposit an amount of Rs. 10,00,000/- (Ten lakh rupees only) in the form of Demand Draft or electronic cash transfer or unconditional Bank Guarantee or e-BG of equivalent amount, issued by any Scheduled Bank of India as Security Deposit, with the CLIENT.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the (A) or any one employed by it or acting on its behalf (whether with or without the knowledge of the (A) shall entitle the CLIENT to take all or any one of the following actions, wherever required

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the (A). However, the proceedings with the other BIDDER(s) would continue.

(ii) The Security deposit (after the (B) is signed) shall stand forfeited either fully and the CLIENT shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the CLIENT, and in case of an Indian (A) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a (A) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the (A) from the BUYER in connection with any other contract for any other (B), such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To cancel all or any other Contracts with the (A). The (A) shall be liable to

pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the (A).

(vi) To debar the (A) from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.

(vii) To recover all sums paid in violation of this Pact by (A) to any middleman or agent or broker with a view to securing (B) the contract.

(viii) In cases where irrevocable Letters of Credit have been received in respect of any (B) signed by the CLIENT with the (A), the same shall not be opened.

(ix) Forfeiture of Bid Security in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The CLIENT will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the (A) or any one employed by it or acting on its behalf (whether with or without the knowledge of the (A), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the (A) shall be final and conclusive on the (A). However, the (A) can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The (A) undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the (A) to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the (A) to the CLIENT, if the (B) has already been concluded.

8. Independent Monitors

8.1. The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in firm with the Central Vigilance Commission Names and Address of the Monitors to be given).

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will inform the Authority designated by the CLIENT.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The (A) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the (A) with confidentiality.

8.7. The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the MD/DFCCIL, within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the (A) and the (A) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the (B) to the satisfaction of both the CLIENT and the (A), including warranty period, whichever is later. In case (A) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the (B).

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

CLIENTBIDDER

Name of the Officer. CHIEF EXECUTIVE OFFICER designation Deptt./Ministry/PSU

Witness1. _____ 1. _____

2. _____ 2. _____

Note:

(A)- To be replaced by BIDDER/Seller/ firm/Service provider as the case may be.

(B)- To be replaced by Contract/Supply Contract/ Works Contract as the case may be.

Bank Guarantee for Bid Security*(Refer Clause 3.6)*

B.G. No. Dated:

1. In consideration of you, Dedicated Freight Corridor Corporation of India Limited having its office at New Delhi, 110001 (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of(a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium/ Joint Venture) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for Development of Logistic Parks/ Freight Terminals/ Parcel Terminals and their connectivity with DFC stations through private investment. (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 3.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 10 lakh (Rupees Ten lakh Only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the

amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 10 (Rupees Ten lakh Only)

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred Forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating

to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs 10 Lakh (Rupees Ten lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 240 days after the Bid Due Date)]. Signed and Delivered by Bank By the hand of Mr./Ms its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Format for Power of Attorney for signing of Bid

(Refer Clause 3.3)

Know all men by these presents,
 We..... (name of the firm and address
 of the registered office) do hereby irrevocably constitute, nominate, appoint and
 authorize Mr./ Ms (name),
 son/daughter/wife of
 and presently residing at, who
 is presently employed with us/ the Lead Member of our { Consortium/Joint
 Venture } and holding the position of , as our true and lawful attorney
 (hereinafter referred to
 as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and
 things as are necessary or required in connection with or incidental to
 submission of our Bid for the Project proposed or being developed by the
 Dedicated Freight Corridor Corporation of India Ltd. New Delhi, 110001, India
 (the “Authority”) including but not limited to signing and submission of all
 Bids and other documents and writings, participate in Pre-Bid and other
 conferences and providing information/ responses to the Authority,
 representing us in all matters before the Authority, signing and execution of all
 contracts including the Licensee agreement and undertakings consequent to
 acceptance of our Bid, and generally dealing with the Authority in all matters
 in connection with or relating to or arising out of our Bid for the said Project
 and/ or upon award thereof to us and/or until the entering into of the Licensee
 Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm
 all acts, deeds and things done or caused to be done by our said Attorney
 pursuant to and in exercise of the powers conferred by this Power of Attorney
 and that all acts, deeds and things done by our said Attorney in exercise of the
 powers hereby conferred shall and shall always be deemed to have been done
 by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED
 PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
 DAY OF 2.....

For
 (Signature, name, designation and
 address) of person authorized by Board
 Resolution

(in case of Firm/ Company)/ partner in case of Partnership firm)

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/

Attested/ Authenticated* (*Notary
to specify as applicable) (Signature
Name and Address of the Notary)

Seal of the Notary Registration

No. of the Notary

Date:.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there.

**Format for Power of Attorney for Lead Member of
{ Consortium/Joint Venture }**

(Refer Clause 3.3)

Whereas the Dedicated Freight Corridor Corporation of India Ltd. India having its principal office at New Delhi, 110001, India (the “**Authority**”) has invited Bids for Development of Logistic Parks/ Freight Terminals/ Parcel Terminals and their connectivity with DFC stations through private investment (the “**Project**”).

Whereas,, and
(co

llectively

the “{ **Consortium/Joint Venture** }”) being Members of the { **Consortium/Joint Venture** } are interested in Bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other Bid documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the { Consortium/Joint Venture } to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the

{ **Consortium/Joint Venture** }, all acts, deeds and things as may be necessary in connection with the { **Consortium’s/Joint Venture** } Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at ..., M/s. ... having our registered office at, and having our registered office at (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the { Consortium/Joint Venture }, as the Lead Member and true and lawful attorney of the Consortium/Joint Venture (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the { Consortium/Joint Venture } and any one of us during the Bidding process and, in the event the { Consortium/Joint Venture } is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the { Consortium/Joint Venture }, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the { Consortium/Joint Venture } and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing bank Guarantee for Bid security and writings, participate in pre Bid and other conferences, respond to queries, submit information/ documents, sign and execute Licensee Agreement and undertakings consequent to acceptance of the Bid of the { Consortium/Joint Venture } and generally to represent the { Consortium/Joint Venture } in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the { Consortium/Joint Venture } Bid for

the in all respect Project and/ or upon award thereof till the Licensee Agreement is entered into with the Authority & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ {Consortium/Joint Venture}.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
..... 2.....

For (Signature) (Name & Title)	For (Signature) (Name & Title)	For (Signature) (Name & Title)
---	---	---

(Executants)

(To be executed by all the Members of the {Consortium/Joint Venture})

Witness:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

भारतसरकार/GOVERNMENT OF INDIA
रेलमंत्रालय/MINISTRY OF RAILWAYS
(रेलवेबोर्ड)/(RAILWAY BOARD)

No. 2020/Infra/6/5

New Delhi, dated 05.10.2020

Managing Director
DFCCIL,
Pragati Maidan Metro Station,
New Delhi - 110001

Sub : Policy regarding facilitating the Land Acquisition for providing last mile connectivity (linear portion) for the Private Freight Terminals, Multi-modal Logistics Parks, Inland Container Depots etc. on DFC network

1.0 The aim of this policy is to fast-track the commissioning of Private Freight Terminals, Multi-Modal Logistics Parks, Inland Container Depots etc. on DFC network by facilitating the land acquisition for providing last mile connectivity (linear portion) of these facilities under the provisions of Railways Act' 1989. This policy will be applicable to all such connectivity proposals of existing as well as future Dedicated Freight Corridors under Ministry of Railways.


2.0 The last mile rail connectivity of Private Sidings, Private Freight Terminals, Multi-Modal Logistics Parks, Inland Container Depots etc. with DFCs will be considered as part of DFCs and consequently as "Special Railway Project" as defined in Section-2 of Railways Act' 1989.

3.0 Full cost of land acquisition & associated activities, laying of Railway systems thereon and related facilities for operationalising such connectivity would be borne by the concerned developer/Terminal Management Company (TMC) authorised by the DFCCIL for developing the MMLP/PFT etc. The ownership of land so acquired shall vest with the Indian Railways and the same will be leased to developer/Terminal Management Company through an authorised Railway official on long-term basis at token lease charges of Re.1 per annum with the permission to utilise it for providing common user facility (e.g. Track etc.). Having been funded by the developer, the lease charges shall remain unchanged in the event of introduction of multi-operator regime in DFCCIL or after monetisation/ privatisation of DFCCIL assets. Upon the expiry of Lease Agreement or closure of the facility, the Railway land will revert back to IR. In case of any premature termination of the agreement between the DFCCIL and the developer on account of developer's default, the land rights will continue to be with the Railway/ DFCCIL without any financial obligation on its part.

4.0 As the ownership of land will vest with Railway, the employment of easement rights and way leave shall be governed as per extant provisions of Ministry of Railways.

5.0 The responsibility for taking forward the entire process of land acquisition including survey, documentation, notification, coordination & liaising with revenue authorities etc. shall lie with the DFCCIL (or its representative/consultant), for which DFCCIL will levy charges on the developer @ 5% over and above the cost of acquired land.

This issues with the approval of the Railway Board [(Chairman & CEO, Member (Finance) and Member (Infrastructure))].


(Sajeesh Kumar N)
Director/Infra-I
Telo/Fax: 23388858

Copy to: AM/SD, Railway Board for information.

GOVERNMENT OF INDIA (भारत सरकार)
MINISTRY OF RAILWAYS (रेल मंत्रालय)
Railway Board (रेलवे बोर्ड)

No. 2007/PL/25/1

New Delhi, dated 05.06.2007

The General Manager,

- | | |
|---|---|
| 1. Central Railway, Mumbai. | 9. North Western Railway, Jaipur. |
| 2. Eastern Railway, Kolkata. | 10. Southern Railway, Chennai. |
| 3. East Central Railway, Hazipur. | 11. South Central Railway, Secunderabad. |
| 4. East Coast Railway, Bhubaneswar. | 12. South Eastern Railway, Kolkata. |
| 5. Northern Railway, New Delhi. | 13. South East Central Railway, Bilaspur. |
| 6. North Central Railway, Allahabad. | 14. South Western Railway, Hubli. |
| 7. North Eastern Railway, Gorakhpur. | 15. Western Railway, Mumbai. |
| 8. Northeast Frontier Railway, Guwahati | 16. West Central Railway, Jabalpur. |

Sub: Development of Freight Terminals

In pursuance of Hon'ble MR's announcements during budget 2007-08 regarding development of freight terminals, a meeting was held on 16.04.2007 with CTPMs of Zonal Railways in which 50 goods sheds were identified for upgradation (List enclosed as Annexure I).

2. The norms for the number of goods shed lines required for handling the traffic in the identified goods shed is as under:

- | | |
|-----------------------------|--|
| a. Less than 15 rakes/month | : 1 full length line |
| b. 15-29 rakes/month | : 2 full length lines |
| c. > 30 rakes/month | : 3 full length lines with atleast 1 High level PF with covered shed |

3. The desirable facilities in each of these goods sheds are listed below :

- a. Rail level /High level platform with/without covered shed depending upon the commodity handled. In case there is only one line, it shall have only open RL platform unless it is such that on one side direct delivery and on the other side a HIL PF is possible with sufficient circulating area.
- b. A pucca circulating/handling area.
- c. All weather approach road.
- d. Lighting including lighting for facilitating night unloading/loading.
- e. Merchant room with vitrified tiling, air-conditioning, drinking water and modern toilets, etc.
- f. TMS/FOIS connection.
- g. DOT Phone with STD facilities.
- h. Coffee/tea vending machines.
- i. Corporate style durable furniture.
- j. Cool drinking water, wash room & toilets for the labour.

4. The standards of construction for the circulating area which are commodity specific have been prescribed by L & A Dte. of Railway Board. These are enclosed

as Annexure-II. The adoption of these standards on all over Indian Railways would become possible provided the cost works out to be reasonable and worthwhile.

5. At some of the locations works have been sanctioned for improvement to goods shed either in Pink Book or under GM/DRM's powers. Zonal Railways should take care to ensure that there is no duplication of works. The old sanctioned works should be dropped in case a new work is required to be sanctioned as per the specifications prescribed.

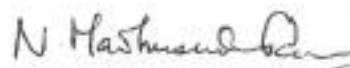
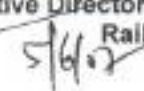
6. A committee of Sr. DCM, Sr. DEN (Coord.), Sr. DFM and Sr. DEE of the concerned Division should inspect the infrastructure existing in the goods sheds and quantify the requirements to prevent over or under provisioning of works.

7. Zonal Railways must exercise utmost care while preparing the estimates so that cost of the work is kept to an absolute minimum. If this is done, it shall go a long way in taking up more such works in future.

8. Zonal Railway should move proposals for development of goods shed and submit them to Board for inclusion in the Supplementary Works Programme by 30th of June, 2007. Zonal Railways should ensure compliance of the time limit.

This issues with the concurrence of the Finance and L & A Directorates of the Ministry of Railways.

DA: As above


(N. Madhusudan Rao)
Executive Director (Planning)
Railway Board


No. 2007/PL/25/1

New Delhi, dated 05.06.2007

1. FA&CAOs All Indian Railways
2. Deputy Comptroller and Auditor General of India (Railways), New Delhi


For Financial Commissioner (Railways)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2016/Infra/6/12

New Delhi, dated 06.10.2016

Managing Director, DFCCIL
Corporate office 5th floor,
Pragati Maidan Delhi Metro Station Complex
New Delhi.

Sub: Licensing of Railway land for providing connectivity to private siding/PFT/Ports etc by DFCCIL.

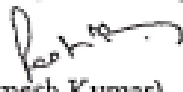
Board has decided that for licensing of Railway land for providing connectivity to private siding/PFT/Ports etc by DFCCIL, the following procedure should be followed:

- 1) The procedure for examination of any proposal by DFCCIL for licensing of Railway land, of which DFCCIL is already a licensee, should be on equivalent lines of stipulations contained in the Railway Board's letter No. 2005/LML/18/8 dated 10.02.2005 and 08.06.2005 revised from time to time. The format of land license agreement for private siding as circulated vide Railway Board's letter no. 60/TC(FM)/26/1/Pl-II dated 22.08.2016 may be followed by DFCCIL after legal and finance vetting. Besides this instructions related to connectivity contained in Railway Board's letter related to PFT/Private siding should also be adhered to.
- 2) For such Railway land, of which DFCCIL is already a licensee, a Standing Committee comprising of three Directors of DFCCIL, corporate office performing the functions of Commercial/ Operations, Civil Engineering and Finance shall examine each proposal and the committee shall submit its recommendation to MD, DFCCIL for approval. Similarly, periodic review should be done by the equivalent field unit head of DFCCIL. All other provisions of the Railway Board letters mentioned in para (1) above shall apply in toto to DFCCIL. A proper agreement must be executed before handing over the land. The copy of agreement must be endorsed to GM & FA&CAO of concerned Zonal Railways.
- 3) DFCCIL should obtain case to case basis prior written consent of Ministry of Railways for further licensing of such land.
- 4) DFCCIL will pay 6% of the applicable market value of the land as annual lease charges once DFCCIL is in operation.
- 5) When DFCCIL is not in operation, i.e. at the construction stage, if any annual land license fee is collected by DFCCIL, the same has to be deposited with concerned Zonal Railways.
- 6) If land license charges of connectivity is more than the lease charges of the same area of land being paid by DFCCIL to the Railway, the difference of the same has to be deposited by the DFCCIL with the concerned Zonal Railway.
- 7) If connectivity affects Railway operations then Zonal Railways approval should also be taken by DFCCIL.

--- 2/-

- 8) DFCCIL can only license the land which is in its possession. Whereas other land which is in possession of Railway, if required for connectivity, will be licensed by concerned Zonal Railways following the laid down procedures.
- 9) As per the concession agreement, DFCCIL can license Railway land which is in possession of DFCCIL for providing connectivity only.
- 10) A proper land lease/license agreement between the concerned Zonal Railway and DFCCIL for the land which is in possession of DFCCIL, must be ensured before further licensing of the land by DFCCIL for providing connectivity.

This issues with the concurrence of Traffic, Civil and Finance Directorate of the Ministry of Railways.


(Ramesh Kumar)
Director/Land & Amenities


(Mukul Kumar)
Director/Transport Planning

No.2016/Infra /6/12

New Delhi, dated 05.10.2016

Copy forwarded for information to:

1. The FA&CAOs, All Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.


For Financial Commissioner/Railways

No.2016/Infra /6/12

New Delhi, dated 05.10.2016

1. The General Manager, All Indian Railways.
2. The Chief Operation Manager, All Indian Railways.
3. The Chief Commercial Manager, All Indian Railways.
4. The Principal Chief Engineer, All Indian Railways.
5. The Chief Administrative Officer (Const.), All Indian Railways.
6. AM(Traffic), AM(Commercial), AM(Civil Engg.), AM(Works), AM(Elect.), AM(Mech.), AM(Signal), Adv.(Vig.), Adv. (FM), EDCE(G), EDPM, EDPG, EDTC(C), ED/Works, EDCE(P), ED/Infra. (Civil), ED/PSU, EDV (E), ED(V)T, ED(FC), EDME(Frt.), ED/RE(P), DF(C) in Railway Board.
7. PSO/Sr. PPS to CRB, FC, MT, ME, MM, ML, MS and Secretary, Railway Board. for kind information of CRB, FC, MT, ME, MM, ML, MS and Secretary/ Railway Board.


(Ramesh Kumar)
Director/Land & Amenities


(Mukul Kumar)
Director/Transport Planning

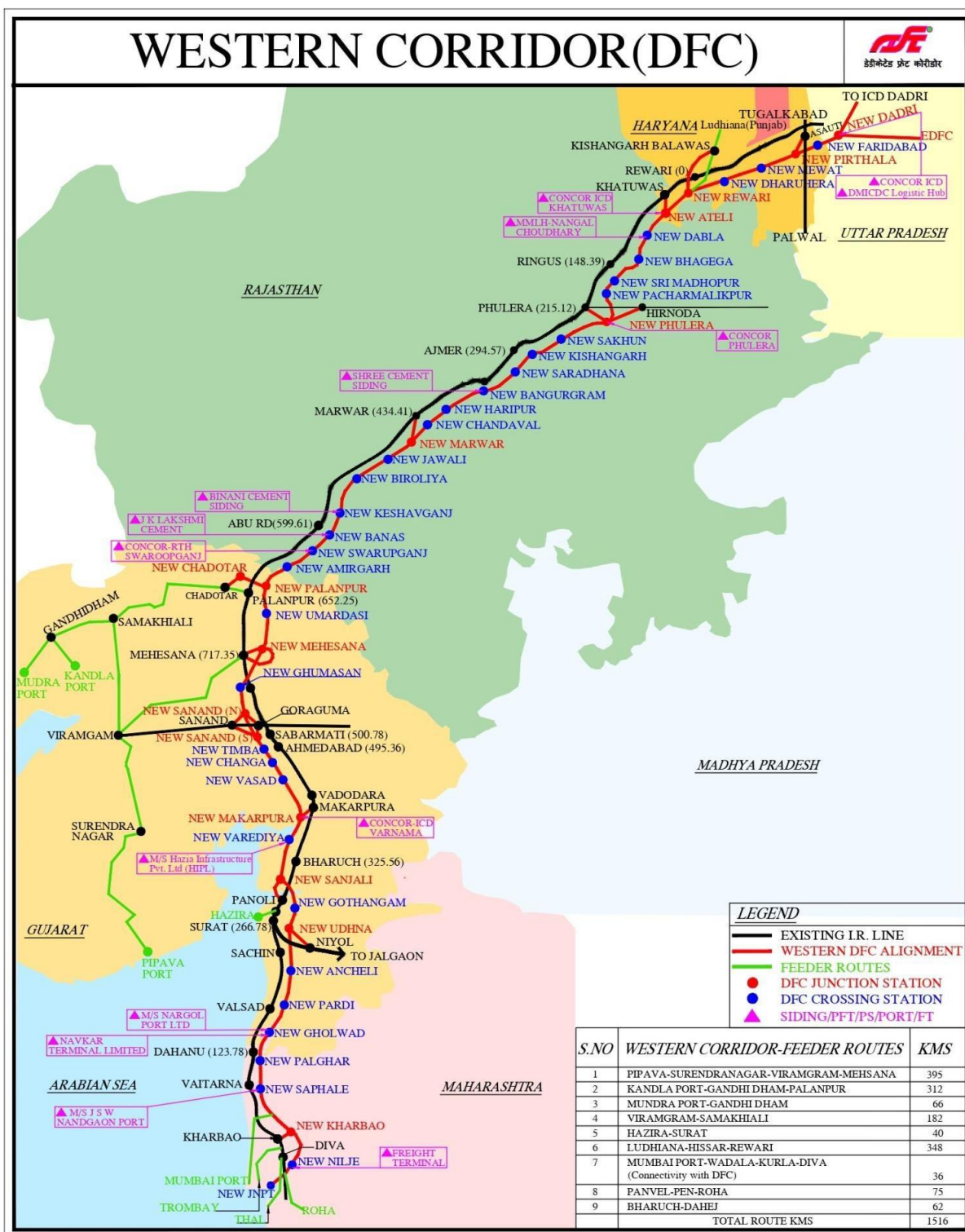
Enclosure 4

A) List of WDFC stations (Map at enclosure – 4/1):

S.No.	Name of stations	S.No.	Name of stations
1	JNPT	25	New Swaroopganj
2	New Nilje	26	New Banas
3	New Kharbao	27	New Keshavganj
4	New Saphale	28	New Biroliya
5	New Palghar	29	New Jawali
6	New Gholwad	30	New Marwar
7	New PardI	31	New Chandawal
8	New Ancheli	32	New Haripur
9	New Udhna	33	New Bangurgram
10	New Gothangam	34	New Saradhana
11	New Sanjali	35	New Kishangarh
12	New Varediya	36	New Sakun
13	New Makarpura	37	New Phulera
14	New Vasad	38	New PacharMalikpur
15	New Changa	39	New Srimadhopur
16	New Timba	40	New Bhagega
17	New Sanand (S)	41	New Dabla
18	New Sanand (N)	42	New Ateli
19	New Gumasan	43	New Rewari
20	New Mehsana	44	New Dharuheda
21	New Umardasi	45	New Tauru
22	New Chadotar	46	New Prithala
23	New Palanpur	47	New Faridabad
24	New Sriamirgarh	48	New Dadri

B) List of EDFC stations (Map at enclosure – 4/2):

S.No.	Name of station	S.No.	Name of station
1	New Chawapail	35	New Maman
2	New Khanna	36	New Khurja City
3	New Mandi Govindgarh	37	New Boraki
4	New Sirhind	38	New Khurja
5	New Sadhoogarh	39	New Daudkhan
6	New Sarai Banjara	40	New Hathras
7	New Sambhu	41	New Barhan
8	New Ambala City	42	New Tundla
9	New Dukheri	43	New Makhanpur
10	New Kesri	44	New Bhadan
11	New Barara	45	New Ekdil
12	New Darazpur	46	New Achalda
13	New Jagadhari	47	New Kanchausi
14	New Kalanaur	48	New Bhaupur
15	New Pilkhani	49	New Bhimsen
16	New Saharanpur	50	New Kanpur
17	New Tapri	51	New Malwan
18	New Talheri Buzurg	52	New Rasulabad
19	New Deoband	53	New Sujatpur
20	New Rohankalan	54	New Manauri
21	New Muzaffar Nagar	55	New Karchchna
22	New Jaroda Nara	56	New Unchidih
23	New Mansurpur	57	New Mirzapur
24	New Khatauli	58	New Dagmagpur
25	New SakhotiTanda	59	New Ahraura Road
26	New Daurala	60	New Jeonathpur
27	New Meerut Cant.	61	New Mughalsarai
28	New Partapur	62	New Ganjkhwaja
29	New Mohiuddinpur	63	New Durgauti
30	New Pilkhua	64	New Kudra
31	New Hapur	65	New Sasaram
32	New Gulaothi	66	New Karwandiya
33	New Chaprawat	67	NEW Sonnagar
34	New Bulandshahar		





Important Publications/ Policies/ Circulars issued by Railway Board & DFCCIL on Freight Traffic issues

Subject	Publication
Rules for dealing with Goods Traffic are detailed in Indian Railway Commercial Manual, Vol.-II	https://indianrailways.gov.in/railwayboard/uploads/codesmanual/CommManual-II/main%20page.htm
General Classification of Goods are given in Goods Tariff No. 48 Part I (Vol. II) and Goods Freight Rates are tabulated in Goods Tariff No. 48 Part II	https://indianrailways.gov.in/railwayboard/uploads/DATA/AKASH/Goods%20Tariff%20No_48%20Pt_I%20Vol_II%20%26%20Pt_II.pdf

Subject	Indian Railway		DFCCIL	
	Master/Main Circular	Imp Corrigendums		
Private Freight Terminal (PFT) Policy	https://indianrailways.gov.in/railwayboard/uploads/direcatorate/traffic_comm/Freight_Marketing_2020/PFT%20Master%20Circular.pdf	https://indianrailways.gov.in/railwayboard/uploads/direcatorate/traffic_comm/Freight_Rate_2020/Corr_37_RMC_CRT_reg_TAC.pdf	https://dfccil.com/upload/DFCCIL-PRIVATE_FREIGHT_TERMINAL_POLICY.pdf	https://dfccil.com/upload/Ammendment_No_1_PFT.pdf
Private Siding Policy	https://indianrailways.gov.in/railwayboard/uploads/direcatorate/traffic_comm/Freight_Marketing_2016/FM_Cir_11.PDF		https://dfccil.com/upload/DFCCIL-Pvt_Sdg_Rail_Connectivity_Policy.pdf	https://dfccil.com/upload/Amendment_No_1_Private_Siding.pdf
Demurrage	https://indianrailways.gov.in/railwayboard/uploads/direcatorate/traffic_comm/Rates_Master_Circulars/RMC_Demurrage_Wharfage_190516.pdf			
System of Freight Charging (for Sidings - through distance)	https://indianrailways.gov.in/railwayboard/uploads/direcatorate/traffic_comm/Freight_Rate_2K14/RMC_TD-Basis_240914.pdf			

Siding Charges	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/rmc%20through%20distance%207%20january%202019.pdf		
Shunting Charges	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/FREIGHT_RATE-2K9/RC-14.pdf		
All India Engine Hour Cost for Siding & Shunting Charge	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/FREIGHT_RATE-2K9/RC-14.pdf		
Standardization of placement/release - Working of Siding	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Freight_Rate_2017/placement%20time%20for%20working%20of%20sidings%2016%20june.pdf		
E-Registration of Demand	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/2019/e_RD_RMC_111119.pdf		
Electronic Payment	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/2019/RMC_Epayment_270819.pdf		
Permissible Carrying Capacity	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/2020/PCC%20of%20wagons%20CC%2B8.pdf		
Weighment of wagons/ rake, Designed Tare Weight, Procedure to deal with Overloaded wagon(s) and levy of Detention of Charges	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/2019/RMC_Weighment_250719.pdf		

Punitive Charges for overloading of wagons	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Freight_Rate_2K12/RC_19_12.pdf	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/2020/Corrigendum%20No_2%20to%20Rates%20Master%20Circular%20weighment20190.pdf	
E-Transmission of RR	http://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/2019/e_TRR_290819.pdf		
Freight Advance Scheme	http://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Freight_Rate_2020/Guidelines%20regarding%20Freight%20Advance%20Scheme%20dt_27_01_2020.pdf		
Station to Station Rates	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Freight_Rate_2016/RC_26_2016.pdf	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/STS%20DFCCIL.pdf	
Freight Incentive Schemes	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/RMC_FIS_160615.pdf	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/downloads/Freight_Rate_2018/Corri_8_Incentive_Freight_Forwarders_250918.pdf	
Transportation Products (Block Rake / Two/Multi Point Rake)	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/2020/BLOCK%20RAKE%20RMC2020.pdf		
Container Rail Terminal/ Container Class Rate/ Hub & Spoke Charging	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/RMC_Container_080415.pdf	https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Freight_Rate_2020/Corr_37_RMC_CRT_reg_TAC.pdf https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Rates_Master_Circulars/2020/TC-I_Corr_26102020.pdf	