

PE P-6- Attachments to Addendum No. 9 dated 12-10-2018

- (a) *The weightage mentioned in Column no-2 should be equal to the sum of weightages mentioned in column no-3, 5, 7 & 9 i.e. Col no-2 = Col no.3+ Col no. 5+ Col No. 7+ Col no. 9.
- (b) The respective percentages for each of the P&E pertaining to Payment Schedule B in Col 2 above, of the 0.95 part of the Accepted Contract Amount shall be proposed by the Contractor, consented by the Engineer and approved by the Employer. The respective percentage of cost center for Payment Schedule A is fixed as 5% and as given above.
- (c) For the purposes of better appreciation of the Bidder's Bid Price, the Bidder should indicate separately the rate of all the applicable taxes as on the base date and total amount of taxes, including GST, included in his Price Bid. Post bid submission, DFCCIL will not admit any change in either the tax components or tax rates beyond the list given in Bidder's price bid, unless dictated by law of the land as per PC 13.7. In case, any reduction in Taxes, Custom duty or any benefit results due to any change in Laws or Interpretation of the existing Laws, the Contractor shall pass on the Financial benefit to the Employer. In order to facilitate the Employer to avail deemed export benefit the Contractor has to furnish the following documents:
 - (i) Disclaimer Certificate- in a Format approved by the Employer with regard to Contractor not claiming the Deemed Export Benefits.
 - (ii) Invoice/Bills of entry evidencing payment of total import charges, including Basic Custom Duty.
 - (iii) Any other Document required as per Foreign Trade Policy (FTP)

Name of Bidder

Signature of Bidder

SCHEDULE 4: Payment Schedule

(1) Payment to the Contractor shall be made for the different Sections of the Work as stated in 'Definition of Sections and Time for Completion (Sub-clauses 1.1.3.3 and 1.1.5.6 of GCC & Schedule of Payment 4.1 to 4.22.

(2) The Work is divided in two Payment Schedules namely A and B as under:

Payment Schedule A: The Contractor will be paid 5% of the Accepted Contract Price as follows:

- (i) 2.5% - On submission of design and approval by the Engineer of respective P&E in accordance with Schedule 4.0.1.1
- (ii) 2.5% - On submission of purchase order copy (to manufacture and supply the P&E) to the Specialist/Other Manufacturer of respective P&E in accordance with Schedule 4.0.2.1

Payment Schedule B: The Works towards supply of P&E has been divided into twenty-two Cost Centers along with their respective weightage percentages of the Contract Price in the Price Schedules. The value of each Cost Centre shall be based on the lump sum Contract Price applying the weightage assigned to the Cost Centre. "(The respective weightage Percentages w.r.t. Accepted Contract Amount shall be proposed by the Contractor, consented by the Engineer and approved by the Employer)"

For further estimating the interim payment, the Plant and Equipment is categorized into two groups for the purpose of payment namely;

Group A: All P&E covered under Employer's Requirements - Particular Technical Specifications Clause No. 9.1, 9.2, 9.3, 9.4, 9.6, 9.8 and 9.9 of Vol II (Payment Schedule No. 4.1 to 4.13, 4.18, 4.20 and 4.21

Group B: All P&E covered under Employer's Requirements – Particular Technical Specifications Clause No. 9.5, 9.7 and 9.10 of Vol II (Payment Schedule No. 4.14 to 4.17, 4.19 and 4.22)

In case, a particular Payment Schedule stipulates supply for more than one P&E in any Section (of that payment Schedule) and the Contractor supplies lesser number, then corresponding pro-rata share of cost centre specified in that Schedule for supply of that P&E shall be admissible for the purposes of Interim Payment Certificate for the units of P&E actually supplied under that Schedule.

(3) (i) For Group A of P&E, the payment of 90% (ninety percent) of the 0.95 part of the Contract Price of the respective P&E (as apportioned in the respective cost centres) shall be made to the Contractor as follows:

- a. For imported P&E: Either fully assembled or supplied in CKD/SKD form to be assembled at Site, on proof of despatch (consisting of Bill of Lading along with proof of Insurance, Inspection Report in accordance with 13.13 of Section 8 of Employer's Certificate and related documents as per the Contract);
- b. For indigenously manufactured P&E: Either on proof of despatch from the manufacturing plant of the Specialist/Other Manufacturer in fully assembled or supplied in kit form to be assembled at Site, duly submitting documents of proof of despatch, insurance, Inspection Report in accordance with 13.13 of Section 8 of Employer's Certificate and related documents as per the Contract;
- c. For P&E received at Site in fully assembled or CKS/SKD condition and certification by Engineer of receipt in full.

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The above Payments shall be made on submission of Bank Guarantee for an equivalent amount in various currencies valid for a period of 56 days over the Scheduled Time of Completion of the respective Section. The Bank Guarantee shall be released on certification by the Engineer on issue of Taking Over Certificate by Engineer of respective P&E. The BG shall be issued by a scheduled commercial bank based in India and shall be sent to the Employer directly by the issuing bank under registered post (AD) or by speed post or by courier service or any other mode acceptable to Employer.

Further, the Contractor shall:

- i. Ensure that the quantities of the Plant and Equipment are based on Inspection Report issued by the Engineer.
- ii. Ensure that the equipment whose payment is made on bill of lading as well as the materials/equipment whose payment is made on supply at Site, have been handled with care and delivered at Site undamaged.
- iii. Ensure that the materials/equipment when brought to Site are properly stored against loss & pilferage, damage and deterioration.
- iv. Ensure that proper up-to-date records on receipt, storage and use in Permanent Works are maintained and available for inspection by the Engineer/Employer.

Further, the Contractor agrees that the said material/equipment shall be deemed to be the property of Employer, that the Contractor shall not remove the same without prior approval of the Engineer / Employer and that he shall take due care of the same against theft / damage at no extra cost till their use in the Permanent Works.

- d. Balance 10% (ten percent) of the 0.95 part of the Accepted Contract Amount shall be payable on issue of Taking Over Certificate as per Employer's Requirements vide Clause 3.4 of Vol II pertaining to commissioning, Site Acceptance Tests and Oscillation test, as applicable for respective P&E of each Section.
- e. For P&E other than 'a', 'b' and 'c' above, 100% payment will be made on issue of Taking Over Certificate for that P&E.

(3). (ii). For Group B of P&E, 100% (one hundred percent) payment of the 0.95 part of the Accepted Contract Amount shall be due on issue of Taking Over Certificate for respective P&E of each Section.

- (4) Contractor would also have to ensure that the machinery & equipment have been handled with care and delivered to site undamaged and also when brought to Contractor's Depot or at site of Permanent Works are properly stored against loss & pilferage, damage and deterioration
- (5) Proper up to date records of receipt, storage and use in the permanent works should be maintained by the Contractor and should be available for inspection by the Engineer.
- (6) Deduction from Interim Payment Certificate shall be made towards Retention Money as per the provisions of ATB 14.3(c) of Conditions of Contract and shall be deducted from all payments under Payment Schedules 4.1 to 4.22. However, Retention Money shall not be deducted from the Interim Payment Certificates for Advance Payment.
- (7) Responsibility of preferring the bill and entering the details shall vest with the contractor. It is his responsibility to ensure that under no circumstances, the payment claimed is more than the amount equivalent of the work done in a section. Format for bill submission shall be agreed between the Engineer and the Contractor and devised during design approval stage.

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- (8) Even if no stage of work is completed during the month or Contractor does not choose to prefer a bill, a 'NIL' bill shall be submitted by him.
- (9) Methodology for claiming payment:
 - a. The Contractor shall prepare his monthly bill in the agreed format as per Para (4) above in accordance with PC 14.3. This shall be accompanied by supplementary details in four hard copies and a soft copy. All hard copies shall bear the original signatures of the Contractor or his authorized signatory and submitted to the Engineer.
 - b. If these are found in order then Engineer shall forward two certified copies of the bill along with certified supplementary details to the Employer, with his recommendations for payment; otherwise Engineer will return all documents to the Contractor for rectification and re-submission.

Schedule 4: PAYMENT SCHEDULE SUMMARY			
S. No.	Cost Centre	Percentage of the Accepted Contract Amount (%)	Schedule
1	2	3	4
<u>Payment Schedule A</u>			
1	Contractor Submission of design and approval by the Engineer	2.5	4.0.1
2	Contractor Submission of the Purchase order Copy r (to manufacturer and supply the P&E) to Specialist Manufacturer	2.5	4.0.2
<u>Payment Schedule B</u>			
1	Continuous Tamping Machine with integrated dynamic stabilizer (Key Machine)	The percentages of the Accepted Contract Amount shall be proposed by the Contractor, consented by the Engineer and approved by the Employer	4.1
2	Ballast Regulating Machine with Hopper (Key Machine)		4.2
3	Shoulder Ballast Cleaning Machine (Key Machine)		4.3
4	Points and Crossing Tamping Machine (Key Machine)		4.4
5	Dynamic Stabilizer Key Machine)		4.5
6	Duo-matic Two Sleepers Tamping Machine (Key Machine)		4.6
7	Mobile Rail Grinding Machine (Key Machine)		4.7
8	Track Recoding Car (TRC) (Key Machine)		4.8
9	OHE Recoding Car (ORC) (Key Machine)		4.9
10	Inspection Vehicle (Key Machine)		4.10
11	Rail bound mobile Vehicle for Civil Engineering works with MMU Equipment (Key Machine)		4.11
12	Tower Wagon 8-wheeler (Key Machine)		4.12
13	Bridge Inspection Vehicle (Key Machine)		4.13
14	Rail cum Road Multi Utility Vehicle with MMU Equipment		4.14
15	Rail cum Road vehicle with crane for Civil Works		4.15
16	Rail cum Road vehicle with crane for OHE Works		4.16
17	PSI equipment testing Van (Road only)		4.17
18	Rail cum Road based vehicle with motorized elevated working platform (MEWP) (Key Machine)		4.18
19	Vehicle Condition Monitoring Equipment Base Station consisting of Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) Detector (Key Machine)		4.19
20	Ballast Hopper Wagon with remote control discharge		4.20
21	OHE Rehabilitation/Renewal Equipment (Key Machine)		4.21
22	Flat Wagon for carrying Rails		4.22
	Grand Total	100.0%	

I/We shall propose the above respective percentages of each P&E in column 3 after signing of the Contract, consented by the Engineer and approved by the Employer for the apportionment of the Contract Price for completion of the Works corresponding to the items given above, and for estimating interim payments in accordance with schedule- 4.1 to 4.25 and Sub-Clause 14.4 of Conditions of Contract. The respective percentages once decided shall remain fixed during the execution of the Contract.

Name of Bidder

Signature of Bidder

Schedule 4.0.1 Basis of Payment for Interim Payments towards submission of design and approval by the Engineer						
Cost Centre	Item of Work	Item No.	Stage Payment	Weightage %	% of the Accepted Contract Amount	Payment Procedure
Submission of design and approval by the Engineer	Contractor submission of design and approval by the Engineer of the P&E to be supplied in Section A	4.0.1.1	First Stage Payment	67.00	2.5	On Proof of design approval of P&E to be supplied in Section A by Engineer
	Contractor Submission of design and approval by the Engineer of the P&E to be supplied in Section B and C for the first time	4.0.1.2	Second Stage Payment	30.00		On Proof of design approval of P&E to be supplied in Section B & C for the first time by Engineer
	Contractor Submission of design and approval by the Engineer of the P&E to be supplied in Section E for the first time	4.0.1.3	Third Stage of Payment	3.00		On Proof of design approval of P&E to be supplied in Section E for the first time by Engineer
			Total	100		

Note: In case, the design of the all the P&E of respective Sections stated above are not approved by the Engineer for any reason within the stipulated time of design approval, the Contractor may submit Interim Payment Statement for 2.5% of the cost center of total quantity of respective P&E for which design is approved.

<u>Schedule 4.0.2</u> <u>Basis of Payment for Interim Payments towards submission of design and approval by the Engineer</u>						
<u>Cost Centre</u>	<u>Item of Work</u>	<u>Item No.</u>	<u>Stage Payment</u>	<u>Weightage %</u>	<u>% of the Accepted Contract Amount</u>	<u>Payment Procedure</u>
<u>Submission of the Copy order (to manufacturer and supply the P&E) to Specialist Manufacturer</u>	<u>Contractor Submission of the Purchase order copy (to manufacturer and supply the P&E) to Specialist Manufacturer for P&E of Section A</u>	<u>4.0.2.1</u>	<u>First Stage Payment</u>	<u>67.00</u>	<u>2.5</u>	<u>On Proof of the submission of Purchase order copy of the P&E to be supplied in Section A to Engineer</u>
	<u>Contractor Submission of the Purchase order copy (to manufacturer and supply the P&E) to Specialist Manufacturer to be supplied in Section B and C for the first time</u>	<u>4.0.2.2</u>	<u>Second Stage Payment</u>	<u>30.00</u>		<u>On Proof of the submission of Purchase order copy of the P&E to be supplied in Section B & C for the first time to Engineer</u>
	<u>Contractor Submission of the Purchase order copy (to manufacturer and supply the P&E) to Specialist Manufacturer to be supplied in Section E for the first time</u>	<u>4.0.2.3</u>	<u>Third Stage of Payment</u>	<u>3.00</u>		<u>On Proof of the submission of Purchase order copy of the P&E to be supplied in Section E for the first time to Engineer</u>
			<u>Total</u>			<u>100</u>

Note: In case, the purchase order copy of all the P&E of respective Sections stated above are not supplied to the Engineer for any reason, the Contractor may submit Interim Payment Statement for 2.5% of the cost center of total quantity of respective P&E for which Purchase Order copy is supplied.