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DRAFT SBD (Standard Bid Document)

East Central Railway, Pt. Deen Dayal Upadhyaya
TENDER DOCUMENT

E-Tender Notice No.Comm-repair-redevelop-Goods-shed-DDU-20

NAME OF WORK: Contract for repair/redevelop and maintenance of existing/additional facilities at Goods-shed at ..... Station through Private Investment for 05 years.

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Divisional Railway Manager (Commercial)
E. C. Railway /Pt. Deen Dayal Upadhyaya Division

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371753/2020/O/o SR.DCM/DDU/ECR

SECTION I – TENDER NOTICE

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EAST CENTRAL RAILWAY, PT. DEEN DAYAL UPADHYAYA DIVISION

E-Tender Notice No.Comm-repair-redevelop-Goods-shed-DDU-20

Name of work: Contract for repair/redevelop and maintenance of existing/additional facilities at Goods-shed at ..... Station through Private Investment for 05 years

The Divisional Railway Manager (Commercial), East Central Railway, Pt. Deen Dayal Upadhyaya for and on behalf of the President of India invites e-tender **on Two packet system** for contract for **repair/redevelop and maintenance of existing/additional facilities at** Goods Shed at ..... station through private investment for five years as per scope of work from the date of commencement of the contract.

Note-

1) **Tender is invited online through IREPS (www.ireps.gov.in).**
2) **Tenders are to be submitted online only through www.ireps.gov.in after registration on site. Tenderer is required to have digital signature Registered on the site.**
3) The detailed scope has been described in the Tender Documents. However details can also be collected from the office of undersigned. It is presumed that every tenderer is fully conversant with the General Conditions of Contract for Service 2018 corrected up to date.
4) The tenderers should go through eligibility criteria before submitting the tender documents.
5) Tender duly filled in must be submitted on website by tenderer's own digital certificate & log in-ID registered on IREPS website before **15.00 Hours on due date. Tender will be opened (Packet 'A'-Technical bid) after 15.00 Hours on due date in the presence of authorized representatives of firms (who desires to be present).** For any reason if the office is closed on scheduled date of tender opening, tender will be opened on the next available working day at the same time and same place.

Packet 'A' (Technical bid) will contain tender document (other than financial bid), earnest money, cost of tender document and documents in support of eligibility criteria.
Packet 'B' (Financial Bid) will contain only tender schedule.

The tenderers are advised to visit the site of the work and acquaint themselves with the condition and work in their own interest.

- In terms of the Railway Board's letter No. 2010/RS(G)/363/1, dated 05.07.2012, MSEs registered with the following agencies for the "item tendered" will be exempted from payment of Cost of Tender documents and Earnest Money. It should be read as per para 3.1 & 3.3 of GCC Services-2018.

- Also as per letter n. 2017/EnHM/25/11 dt 15.11.2018 by Executive Director, EnHM (CE), Railway Board it is made clear that the procurement policy under MSME order shall be applicable for the MSME registered for the "items tendered".

The tender must be accompanied with the prescribed amount of earnest money in acceptable form as mentioned in the tender documents in favour of FA & CAO/ E.C.Rly., Hajipur. **Payment of Earnest money deposit (EMD) & Tender Document Cost (TDC), in respect of e-tendering, should be accepted through net banking or payment gateway only.** The Standing Earnest Money Deposit (EMD) will not be acceptable and tender without valid earnest money shall be summarily rejected.

Note: Fixed Deposit Receipt (FDR) will not be accepted as EMD for tenders invited on IREPS (e-tender portal).

N. B.:
1) The tender notice and tender documents are available on the website: **CRIS website: https//www.ireps.gov.in.**
2) The authority reserves the right of declining/ accepting any tender/tenders irrespective of highest or lowest rate or splitting/re- tendering without assigning any reason.

The Railways reserves the right to either cancel the tender or reject the tenders without assigning any reason.

Divisional Railway Manager (Comml.),
East Central Railway, Pt. Deen Dayal Upadhyaya.

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SECTION II - TENDER FORM

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EAST CENTRAL RAILWAY

E- Tender Notice No. Com-Development-Goods shed-DDU-20

Sub: Contract for repair/redevelop and maintenance of existing/additional facilities at Goods-shed at ..... Station through Private Investment for 05 years

To,

The President of India
Acting through the Sr. Divl. Comml. Manager,
East Central Railway/Pt. Deen Dayal Upadhyaya.

1. I/We ..... have read the various conditions to the bid attached hereto and hereby agree to abide by the said conditions. I/we also agree to keep this bid open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest money". I/We offer to do the work for EC Railway at the rates quoted in the attached schedule and hereby bind my selves/ourselves to complete the work in all respects within 12 months from the date of issue of Letter of acceptance of the bid.

2. I/We also hereby agree to abide by the Indian Railways General Condition of Contract for Services with all correction slips up to date and to carry out the work according to the special conditions of contract and specification of materials and works as laid down by Railways in the annexed special conditions/specifications, schedule of rates with all correction slip up to date for the present contract.

3. A sum of Rs ..... Is herewith forwarded as earnest money. The full value of the full Earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:-

(a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railways that such documents are ready; and

(b) I/We do not commence the work within seven days after receipt of orders to that effect.

4. I/We am/are a Micro and Small Enterprise registered from ..... (Body approved by Ministry of MSME) with registration no..... and terminal validity up to.....for similar service contracts.

5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us, subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/service.

Signature of Bidder/s
Date .....
Address .....

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SECTION III – SCOPE OF WORK

GOODS-SHED.....

Sl.no.	Items of repair/ redevelopment / maintenance	Specifications
1	Repair/redevelopment of wharf (size.....)	RB Letter No 2007/PL/25/I dated 05.06.2007 (Annexure - I)
2	Approach Road (.....meter Length and ..... meter Width)	RB Letter No 2007/PL/25/I dated 05.06.2007 (Annexure - I)
3	.....nos high mast light and sufficient number of other lighting arrangement to ensure proper lighting of Wharf and Circulating area	RB Letter No 2007/PL/25/I dated 05.06.2007 (Annexure - I)
4	Merchant Room cum Good shed Office with toilet facility (size.....)	RB Letter No 2007/PL/25/I dated 05.06.2007 (Annexure - I)
5	Cool drinking water, washroom and toilet for Labour	RB Letter No 2007/PL/25/I dated 05.06.2007 (Annexure - I)
6	Maintenance and management of all facilities at Goods shed for the duration of contract	RB Letter No 2007/PL/25/I dated 05.06.2007 (Annexure - I)
7	Pollution Control Measures	RB Letter No 2015/EnHM/15/01 dated 16.04.2018 (Annexure - II)

Sketch of ..... Goods-shed can be seen at Annexure III.

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SECTION IV – METHOD OF TENDERING

1. Service contracts valuing less than Rs. 50 Lakhs (as decided by Railway Board from time to time) shall be decided on the basis of financial bids as per procedure laid down by Railway Board.
2. For service contracts valuing Rs. 50 Lakhs and above (the cost of bid as decided by Railway Board from time to time), at present, two packet system of bidding for evaluation would be adopted.
3. The tender will be in two parts viz (A) technical bids and (B) financial bids. The technical bids will contain the following information.

- A Complete set of tender documents (Packet A) along with certificates/credentials in support of fulfillment of eligibility criteria.
- Earnest money & Cost of tender document.
- A copy of partnership deed/affidavit for proprietorship/Memorandum and Articles of Association, as the case may be.
- Under no circumstances, the technical bid (Packet A) should contain the rate offered.
- Detailed layout/plan of the facilities to be constructed shall be submitted by the bidder along with other document in Packet A.

The financial bid (Packet B) of the tender document will contain only the rate offered by the bidder in terms of share of TC and TAC (percentage up to two decimal points). No other documents are to be given in Packet B.

The contents of the technical bid will be scrutinized by the nominated Tender Committee and based on their recommendations the financial bids will be opened. In case the technical offers submitted by the tenderers are not found suitable the financial bids will not be opened and the earnest money submitted will be refunded.

The date and time for opening of financial bids will be intimated to the tenderers whose technical bids are found suitable OR online method as prescribed for the purpose will be adopted so that they may remain present at the time of opening of financial bids.

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The agreement between the successful tenderer (the tenderer whose technical bid and financial bid will be recommended by the tender committee and accepted by competent authority) and the Sr. Divisional Commercial Manager, E.C. Railway, DDU on behalf of the President of India will be executed in the office of the Sr. Divisional Commercial Manager, E.C. Railway, Pt. Deen Dayal Upadhyaya.

4. Documents for fulfillment of Eligibility Criteria to be submitted with Packet A.
   a. **Work Experience** -The bidder should have satisfactorily completed* work in the last three previous financial years and the current financial year up to the date of opening of the tender, similar works** for a minimum of 35% of advertised value of the bid as prescribed in the table below:

Bidder	Required documents
For – Traffic transported in railway either as consignor or consignee.	(i) Submit copies of Railway Receipt (RR) indicating freight paid to railway for transportation of material during last three financial year and current financial year up to date of opening of tender (Total minimum value of 35% of advertised value of the bid). (ii) Copy of GSTIN registration.
For - Logistic service activity related directly to transportation (rail/road/air mode)	(i) Submit copies of invoice/Bilty/challan indicating payment paid to Railway or Central Government or State Government or PSUs or registered firm# for transportation of material through rail/road/air during last three financial year and current financial year up to date of opening of tender (Total minimum value of 35% of advertised value of the bid). (ii) Registration certificate as Logistic service activity related directly to transportation (iii) Document of GSTIN registration.

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	(iv) # Copy of registration & GSTIN registration of the firm (client) whose material was transported.
For - Freight Forwarders	(i) Submit copies of Invoice/Bilty/challan indicating payment received from State/Central Government or PSUs or registered firm (client)# for transportation of material during last three financial year and current financial year up to date of opening of tender (Total minimum value of 35% of advertised value of the bid). (ii) Registration certificate as authorized freight forwarders. (iii) Document of GSTIN registration (iv)#Copy of registration & GSTIN registration of the firm (client) whose material was transported.
For – Authorized freight/goods handling agents providing logistic support.	(i) Submit copies of Invoice/Bilty/challan certificate indicating payment paid to Railways/State/Central Government or PSUs or registered firm (client)# for transportation of material during last three financial year and current financial year up to date of opening of tender (Total minimum value of 35% of advertised value of the bid). (ii) Submit registration certificate/documents supporting the claim as authorized freight/goods handling agents of consigner/consignee of Railways/State/Central Government or PSUs or registered firm (client) #. (iii) GSTN registration number. (iv) #Copy of registration & GSTIN registration of the firm (client) whose material was transported.

*Completed works includes on-going work of value amounting to at least 35% of the advertised value of the bid.

**** "Similar nature" of this works means – "The work experience of bidder as traffic transported in railway either as consignor or consignee or logistic service activity related directly to transportation (rail/road/air mode) or Freight Forwarders or authorized freight/goods handling agents providing logistic support".**

Work experience certificate from unregistered firms/individual shall not be accepted.

Notes:

The bidder shall submit details of work executed by them along with bid for the contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract.

b. **Financial Standing** - The Bidders will be qualified only if they have minimum financial capabilities as below

- **T1 – Financial Turnover: T1-Financial Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times** of the advertised Bid value during the last three previous financial years and in the current financial year up to the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.
- **T2-Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value, net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with their stamp, signature and membership number shall be submitted by the bidder along with bid **(Annexure-IV).**

  Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate

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of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months Old as on date of submission of bids.

In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

c. The bidders shall submit an affidavit on a stamp paper to the effect that all the documents submitted by her along with her bid are true. The bid shall be **summarily rejected** if the bidder fails to submit this undertaking along with the bid **(Annexure V)**.

d. Layout and design of the works detailed for development as per "Scope of Work", at Goods-Shed with their own drawing and proposal.

5. **The Financial Bid (PACKET B)**

a. The offer has to be made as share of the bidder in TC & TAC

b. Contract shall be awarded to the 'eligible party' bidding for the minimum share in TC & TAC.

Note: Tenderer should check any correction/corrigendum related to this Tender Notice on Website before uploading their offer.

6. **Evaluation of Tender**

The bidders shall submit their quotations/offers in two sealed envelopes; with one envelope containing the Technical bid (Packet A) and the other envelope containing the Financial bid (Packet B). The first Packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the bidders. If the technical offers are found acceptable, the second packet shall be opened and the bids shall be processed for finalization in the normal manner (eligible lowest bidder). Those bidders who do not meet this criterion shall not be considered for opening their financial bids. However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc. communication can be initiated with the bidders. In seeking clarifications, all communications with bidders shall be properly recorded so that an audit trail is maintained. Clarification shall be confined to the documents/information already submitted by the bidder.

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7. **Evaluation of Financial Bid:**

The financial proposal shall be evaluated to determine the lowest bidder. In case, the evaluated financial offers of two or more technically qualified bidders is same then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year up to the date of opening of the tender shall be considered as the lowest bid.

8. **System of verification of Tenderer's credentials**

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

9. **Eligible Applicant**

I. The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

II. A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a J.V.A Bidder who submits or participates in, more than one bid will cause all the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process

III. Any Central Government department/Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.

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IV. If the bidder (any member in case of JV/consortium) must not have suffered bankruptcy/insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.

V. Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process:

- If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project;
- If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consorting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project."
- If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under Para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual. Consequent to having been banned business dealings or suspended business dealings.

10. **Lead Partner/Non-Substantial Partners/Change in JV/Consortium**

a) One of the members of the JV Firms shall be its Lead Member who shall have majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms with up to three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead member has to be an Indian Firm.

b) Once the Bid is submitted, the MOU shall not be modified/altered/terminated during the validity of the Bid. In case the Bidder fails to observe/complete with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

c) Approval for change of constitution of JV Firm shall be at the sole description of the Employer (Railway). The constitution of the JV Firm shall not be allowed be modified after submission of the bid by the JV firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

d) Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency or contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential action as per contract conditions.

11. **Joint Venture (JV) Firms in Bids**

a) Participation of joint Venture (JV) firms in service bids: This clause shall be applicable in the bids, where participation of JV has been allowed as per bid document.

b) Separate identity/name shall be given to the joint venture firm.

c) Number of members in a JV firm shall not be more than three, if the service invoices only one department (say mechanical or commercial or Medical) and shall not be more than five, if the works involves more than one department.

d) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same Bid

e) The Bid form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.

f) Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be excepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV member to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

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g) A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

h) On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per Clause 35 of Section V. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

i) On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the service. In case the Bidder rails to observe/comply with this stipulation, the full earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint Venture Agreement shall have, inter alia, following Clauses.

- Joint and Several Liability – Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of service in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non- execution of the contract of part thereof.
- Duration of the joint venture agreement – It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the service is completed.
- Governing Laws-The Joint Venture Agreement shall in all respect be governed by the interpreted in accordance with Indian laws.

j) Authorized Member-Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the Bid, sign the agreement or inter into contract in respect of the said Bid, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Bid/Contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

k) No member of the Joint Venture Firm 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 (Railways) in respect of the said Bid/Contract.

l) Document to be enclosed by the JV Firm along with the Bid:

I. In case one or more of the members of the JV Firm is/are partnership Firm(s) , following documents shall be submitted:

- Notary certified copy of the partnership Deed.
- Consent of all the partners to enter into the joint Venture Agreement on a stamp paper of appropriate value (in original).
- Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

II. In case one or more members is/are proprietary firm or HUF, the following document shall be enclosed:

- Affidavit on Stamp paper of appropriate value declaring that his/her concern is a proprietary concern and she/he is sole proprietor of the concern OR he/she is in position of "KARTA" of Hindu Undivided family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

III. In case one or more members is/are limited companies, the following documents shall be submitted.

- Notary Certified copy of resolutions of the Directors of the company, permitting the company to enter into a JV agreement, authorizing MD or one of the directors or managers of the company to sign JV Agreement, such other document required to be signed on behalf of the company and enter into liability against the company and/or do any other act on the behalf of the company.
- Copy of Memorandum and Articles of Association of the company.

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- Power of Attorney (duly registered as per prevailing law) by the company authorizing the person do/act mentioned in the first Para of III above.

m) All the Member of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in Bids/contract on the date of opening of Bids either in their individual capacity or as a member of the JV Firm in which they were/are members.

12. **Partnership Deeds, Power of Attorney etc.:** The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of partnership concern, he/she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

13. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/she/they be partner(s) of the firm or any other person specifically authorizing him/her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

14. The bidder shall clearly specify whether the bid is submitted on their own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.

The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

a) **Sole Proprietorship Firm:** The bidder shall submit the notarized copy of the affidavit.

b) **Partnership Firm:** The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign "No Claim certificate", refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

c) **Joint Venture (JV):** The Bidder shall submit documents as mentioned in above Clause no. 11.

d) **Company registered under Companies Act-1956:** The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

e) **Society:** The Bidder shall submit (i) self-attested copy of the Certificate of Registration (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the afore-mentioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firms/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

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After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/Tender conditions.

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Section V – Instruction to Tenderer

1. Place of work: ..... Goods-shed
2. Period of contract: 05 years from the date of completion of repair/redevelopment work.
3. Time given for completion of agreed upon works – 12 Months from issue of "Notice of Award (LOA)". However the contractor completes the work as per scope earlier than 01 year, he may also submit the work completion report duly verified by a committee of supervisors consisting of Concerned SSE (Works), SSE (Electrical), SS & CGS.
4. Cost of tender documents: Cost of one set of tender documents is as under:

For works costing up to Rs 5 Lakhs	Rs. 1,000/-
For works costing above Rs 5 Lakhs and up to 20 lakhs	Rs. 2,000/-
For works costing above Rs 20 Lakhs and up to 50 lakhs	Rs. 3,000/-
For works costing above Rs 50 Lakhs and up to 2 Crores	Rs. 5,000/-
For works costing above Rs 2 Crores and up to 50 Crores	Rs. 10,000/-
For works costing above Rs 50 Crores	Rs. 25,000/-

Cost of tender document will be Non-refundable. It can be paid only through online payment modes like net banking, debit card, credit card, etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, etc. are not allowed.

5. Earnest Money: The earnest money shall be as under:

Value of the work	Earnest Money Deposit (EMD)
For works/services estimated to cost up to Rs 1 Crore	2% of the estimated cost of the work
For works/services estimated to cost more than Rs 1 Crore	Rs 2 Lakh + ½% (half percent) of the excess of the estimated cost of work beyond Rs 1 Crore subject to maximum of Rs 1 Crore

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Note:

- The earnest money shall be rounded or the nearest Rs. 10. This earnest money shall be applicable for all modes of Bidding.
- MSEs registered (tendered item) with District industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handlooms, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD & Cost of Tender document detailed in the bid.

It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting her Bid she will not resile from her/their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

If her Bid is accepted, earnest money will be returned to the successful bidder after the submission and verification of the Performance Guarantees of this General Conditions of Contract. The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

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6. Availability & submission of tender documents: Tender document is available on the website www.ireps.gov.in of Indian Railway Electronic Procurement System (IREPS). It has to be submitted online on this portal. No manual tendering will be accepted anywhere.
7. Date fixed for bidding e-tender: As mentioned on the IREPS against NIT Header.
8. Late/Delayed Tenders: Submission of Tenders shall be closed on e-tendering website of RAILWAY ADMINISTRATION at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder/tenderer to ensure that his tender is submitted online on e-tendering portal before the deadline of submission. RAILWAY ADMINISTRATION will not be responsible for any delay, internet connection failure or any error in uploading of tender submission. The tenders are advised to upload their submission well before the due date and time of tender submission to avoid any problem and last-minute rush.
9. **Estimated value of Tender**: Rs …… (Rupees ……). Rates for the estimate are based on estimated Terminal Charges Collected as per latest average monthly traffic handled at goods shed. As the investment by the tenderer as per scope of work is his responsibility no deviation or variation of prices is applicable in the bid/offer.

Estimation of total Terminal charges/Terminal access charges collected at……Goods shed in 05 years.				
Avg. no. of rake handled (monthly)	Avg. Tonnage per rake	Total tonnage in five (05) years.	Total amount of TC/TAC in five (05) years @ Rs. 20/- per ton.	Estimated value of work/tender (in Rs.)

10. **Validity of tender**: 90 days from the last date of submission of tender.
11. Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services and that all conditions liable to be encountered during the delivery of the services are taken into account and the provisions in the General Conditions of Contract for the delivery of services to the entire satisfaction of the Manager. When the service is bided for, by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf. Railway shall not be bound by any power of attorney granted by the Bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

12. **Monitoring of the work:**
Monitoring of day to day work/activities will be done by a committee of supervisors consisting of Concerned SSE (Works), SSE (Electrical), SS & CGS or as decided by Competent Authority. CGS will convener of Supervisory Committee. Monthly works progress report (as per scope of work prescribed in LOA) should be submitted to the office of Sr. DCM by the contractor which is duly verified by above committee.

13. **Completion of work**:
After the completion of work (as per scope of work prescribed in LOA), the contractor will submit completion of work in written to the office of Sr. DCM which is duly verified by the committee of supervisors consisting of Concerned SSE (Works), SSE (Electrical), SS & CGS or as decided by Competent Authority. CGS will convener of supervisory committee.
14. **Penalty**
a) If the agency fails to commence the work under the contract after issue of "Notice of Award" up to 30 days, Railway is free to take action against agency including imposition of penalty of minimum Rs 50,000/- and termination of contract and also forfeiture of EMD, SD and PG, if found appropriate.
b) The work is to be completed within 01 years from date of issue of 'Notice of Award" to the successful agency. If the work is not completed within scheduled time frame competent authority may grant an extension of Three months, after considering the circumstances mentioned by the agency with imposing penalty of Rs. 2500/- (Rupees Two Thousand Five Hundred only) per day. If after three (03) months work will not completed then second extension of two (02) months will be granted with imposing penalty of Rs. 5000/- (Rupees Five

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...tent Authority. After that no **extension will be granted** and the contract shall be cancelled **with forfeiture** of Security deposit & PG.

c) Railways can **impose a** fine on the developer/service provider if the desired level upkeep/ maintenance of assigned facilities at the goods shed are found unsatisfactory during the currency of the contract. Fine of minimum Rs 5,000 and maximum of Rs 50,000 at a time, for unsatisfactory maintenance and upkeep of the facilities may be imposed.

15. Termination

The Railways can terminate the contract in case of continued non-compliance of Service Conditions by the Service Provider with one month's notice during currency of contract. The assets will than to Railways at the Depreciated Replacement Value, which will be determined by the Railways. The Railways will be free to lease the assets on further contract. In case of conflict between GCC services and the tender conditions, the Tender Conditions shall prevail and in this regard DRM decision shall be final.

16. Materials specification:

Approved quality of branded items should only be used for the work under 'scope of work'. Internal finishing shall be done as approved/specification by the Railways. All repairs and routine maintenance of the Goods shed should be promptly attended by the Service provider. The Goods shed Supervisors of the concerned goods shed shall duly notify the representatives of the agency on daily basis of the works required. A register to this effect duly noting the date of instruction, instruction itself and date of attention/completion is to be kept by the agency and produced per month along-with the bill for payment duly certified by the CGS.

17. Incentives under the scheme

- The incentive to the party that develops the goods-shed/siding shall be in form of a share in the Terminal Charges (TC) and Terminal Access Charges (TAC), as the case may be, for all the inward and outward traffic dealt at the goods shed for five (05) years from the date of completion of the work. The share shall be determined through competitive bidding and the party seeking the least share shall be selected.
- The TC & TAC due to the party for a month shall be paid by 10th of the succeeding month. Tax liabilities, if any on the payment of TC & TAC to the party shall be borne by the party.
- The payment of Terminal Charges and Terminal Access Charges shall start only when the goods-shed facilities, as agreed upon mutually between railways and the party have been completed.
- TC/TAC on traffic for any other month shall be calculated in terms of placement time of rake in the month and shall be reckoned on actual tonnage of the rake/wagons placed as per RR.
- The agency is permitted for utilization of available space for establishing small canteen/tea-shop in the Goods shed at suitable location of standard size during the currency of the contract. The feasibility of location should be done jointly with concerned SSE/Works, SSE/Electrical, SS and Goods Supervisor. Advertisements are also permitted at suitable places in the Goods-shed. Such activities shall be permitted by Sr. DCM. Further for operation of canteen/ Tea stall necessary documentation like FSSAI certificate etc. shall be obtained by the agency from the concerned authorities.
- The Goods-shed at ..... does not have any revenue potential from Commercial advertisement and Canteen/Teashop. Canteen/Teashop at Goods-shed should be seen in the nature of amenities to be provided to labours.

18. The facilities so created/ developed by the private party through its own investment shall be used as **common user facility**. No priority or preference shall be granted to the traffic of the party over the traffic of other customers. The facilities (goods shed/siding) and assets so created by the private

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service provider should ensure enforcement of existing labour laws, Minimum wages act and at no point of the time should the railways be drawn into litigation on these counts. The service provided should indemnify the Railway for the damages caused due to non-compliance to any stationary law by law or service conditions.

26. **Schedule of Payment**

There will no advance payment. After issuance of LOA, Licensee has to execute work as per scope of work. Once work is completed as per specifications so mentioned, the same will be certified by railway administration. A work completion certificate will be issued by railway administration through authorized representative(s). Once work completion certificate is issued, the letter shall be issued to Contractor mentioning the date from which the bill against TAC/TC would by payable to the contractor for 05 years. The payment will be made on a monthly basis as per the offered and accepted percentage rates based on the Terminal charge (TC)/Terminal access (TAC) collected by Railway Administration in goods shed on traffic handled both inward and outward. The data for the same captured by railway will be given the contractor who will prepare bill according to the same. At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment. The contractor will submit the bill on monthly basis in 02 copies duly forwarded by concerned GS by 15th of following month in the office of Sr. DCM. These bills after necessary check will send to divisional finance for further processing and payment. Along with the bill the contractor will enclose the certified copy of RR. The TC/TAC for calculation of share shall be taken for a month for rakes handled and shall be reckoned from placement time. All the terms & conditions of the bills for payments purpose should be strictly complied with in accordance with the guide lines, issued by the competent authority from time to time.

27. In the eventually if the awarded contract of goods shed de-notified/shifted/closed for any reason the contract shall be treated as cancelled and in such case the financial implication like investment made by the licensee and the incentive be received as share of TAC shall be worked out by nominated officials (by ADRM) in consultation with associate finance for refund of balance amount to the licensee. Here the factor of depreciation cost of asset developed by the licensee should be taken into account. No compensation will be claimed by the service provided on any account.

28. The railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer and the bidder shall when so required by the railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relief the bidder of its obligation or liabilities hereunder nor will it affect any rights of the railway their under.

29. **Short Termination:**

The Railway Administration reserves the right to terminate the contract before completion of five years giving a three month notice in writing and no any compensation will be payable.

30. **Right of Railway to Deal with Bids:**

The Railway reserves the right of not to invite bids for any of Railway service/s and when bids are called to accept a bid in whole or in part or reject any bid or bids without assigning reasons for any such action. The authority of the acceptance of the bid will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest bid or any other bid and no Bidders(s) shall demand any explanation for the cause of rejection of their Bid or the Railway to assign reason for declining to consider or reject any particular Bid/s.

31. If the bidder(s) expire(s) after the submission of her/their tender or after the acceptance of her/their tender, Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

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If the bidder, whose bid has been found to be the lowest evaluation bid withdraws or whose bid has been accepted, falls to sign the procurement contract as may be required, or falls to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder. This clause shall not be applicable for Consultancy contracts.

32. Disqualification of Bidders:

a) Employment/Partnership etc. of Retired Railway Employees.

i) Should a Bidder be a retired manager of the Gazetted rank or other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the Railways owned and administered by the President of India of the time being, or

ii) Should a Bidder being partnership firm have as one of its partners a retired manager or retired Gazetted Officer as aforesaid, or

iii) Should a Bidder being and incorporated company have any such retired manager or retired officer as one of its Directors or

iv) Should a Bidder have in her employment any retired manager or retired Gazetted Officer as aforesaid, then the full information as to the date of retirement of such Manager or Gazetted officer from the said service and incase where such Manager or Officer had not retired from Government service at least one year prior to the date of submission of the Bid as to whether permission for taking such contract, or If the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any Officer, duly authorized by her in this behalf shall be clearly stated in writing at the time of submitting the Bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder, as the case may be shall be rejected.

v) Should a Bidder or Contractor being an individual on the list of approved contractors, have a relative(s) or in the case of partnership firm or company of contactors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in Gazette capacity in any department of Indian Railway, the authority inviting the Bids shall be informed of the fact at the time of submission of bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 7.4 of the general conditions of contract.

vi) If the Bidder or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the labour commissioner etc.

vii) The contractor shall be disqualified from participating in the bidding for services in a Railway Division,

viii) If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 in that Railway Division, with in the previous 2 years from date of submission of Bids.

ix) In that Railway Division, the Bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of Bids (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the competent Authority)

x) The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case this

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[illegible] process for banning of businesses against the bidder/contractor shall be initiated as per extent rules.

33. **Omissions & Discrepancies:** Should a Bidder find discrepancies in or omissions from the drawings or any of the Bid Forms or should she be in doubt as to their meaning, she should at once notify the authority inviting Bidders who may send a written instruction to all the Bidders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful Bidder shall take upon herself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

34. **Railway Passes**
No free Railway passes shall be issued by the Railway to the Contractor or any of her employees/workers. Wherever required 'authority of entering of restricted area' or 'authority for on board services' shall be provided.

35. **Carriage of Materials**
No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

36. **Representation on site:**
The contractor shall, when she is not personally present on the site of the work place. Keep a responsible agent during working hours who shall on receiving reasonable notice, present herself to the Manager, and orders given by the Manager or Manager's representative to the agent shall be deemed to have the same force as if they had been given to the contractor. Before absenting herself, the Contractor shall furnish the name and address of her agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract.

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37. **Indemnity by Contractors**
The Contractor shall indemnify and save harmless the Railway from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, her agents or employees, in the execution of the services/works wherever applicable or in her guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

38. **Performance Guarantee:**

i) Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10% of the contract value in four separate parts of 2.5% each of the contract value, within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue or LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31th day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contractor shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be consider as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

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ii) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting the 10% (ten percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% to the original contract value, Performance guarantee amounting to 10% to the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

iii) The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract.

iv) If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

v) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 10% of the contract value.

- A deposit of Cash
- Irrevocable Bank Guarantee;
- Government Securities including State Loan Bonds at 5% below the market value;
- Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- A Deposit in the Post Office Saving Bank;
- A Deposit in the National Savings Certificates;
- Twelve years National Defense Certificates;
- Ten years Defense Deposits;
- National Defense Bonds and
- Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO, E. C. Railway /Hajipur, (free from any encumbrance) may be accepted.

Note - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

vi) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

vii) The Performance Guarantee (PGs) shall be released after physical completion of the work/service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claim Certificate" from the contractor. In case any contract provides for warranty/maintenance clause then 25% of the Performance Guarantee would be retained till the warrantee/maintenance period is over and a certificate to that effect is issued by the Manager.

viii) Whenever the contract is rescinded, the Performance Guarantee shall be encashed/forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

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ix) The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.

(c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

39. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works/services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Manager as to whether the works/services have been so resumed or not shall be final and conclusive. PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

40. Illegal Gratification:

a) Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or her partner, agent or servant or, anyone on her behalf, to any officer or employee of the Railway, or to any person on her behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which she may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway.

b) The Contractor shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

41. Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature scope and location of the works, the type/character of equipment and facilities needed preliminary to and during the progress of the work, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

42. Accepted Programme

The contractor shall submit schedule of delivery of services, the details of organization (in terms of labour and supervisors) plant and machinery that she intends to utilize (from time to time) for execution of the services. The programme of delivery of services amended as necessary by discussions with the Manager shall be treated as the agreed programme of the delivery of services for

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Contractor shall endeavor to fulfill this programe of delivery of services. The progress of delivery of services shall be watched accordingly

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43. Alterations to be Authorized

No alterations in or additions to or omissions or abandonment of any part of the services shall be deemed authorized, except under instructions from the Manager, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Manager.

44. Extra Works:

Should services over and above those included in the contract require to be provided at the site, the contractor shall have no right to be entrusted with the execution of such works/ services which may be carried out by another contractor or contractors or by other means at the option of the Railways.

45. Adherence to Specifications and Drawings

The whole of the works/services shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If Contractor performs any act in a manner contrary to the specifications or drawings or any of them and without such reference to the Manager, she shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.

46. Provision of Efficient and Competent Staff at Sites by the Contractor

a) The Contractor shall maintain efficient and competent staff to give the necessary directions to her works and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, workers & laborers in or about the execution of any of these services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained.

b) The Contractor shall at once remove from the site any agents, permitted sub-contractor, supervisor, worker or laborer who shall be objected to by the Manager and if and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her.

c) In the event of the Manager being of the opinion that the Contractor is not employing on the services a sufficient number of staff and workers as is specified or otherwise for proper execution of the services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Manager immediately and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind/panelize the contract under suitable clause of these/special conditions.

47. Skilled Labour/Expertise and Testing

The whole of the services and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workers with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the Manager according to the instructions and directions which the Contractors may from time to time receive from the Manager. The materials may be subjected to tests by means of such machines, instruments and appliances as the Manager may direct and wholly at the expense of the Contractor. The day to day monitoring will be done by a team of SSE/Works, SSE/Elec, SS and CGS or as decided by Competent Authority. CGS will convener of supervisory committee.

48. Maintenance of work: Maintenance of all the facilities will be done by Service provider on his own cost during currency of contract.

49. For anything not mentioned in bid document, General Conditions of Contracts of Services, GCC-services shall prevail.

50. Law governing the contract: The contract shall be governed by the law for the time being in force in the Republic of India.

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Rly Bd's L.No-2007/PL/25/1, dt. 05.06.2007

Annexure-'I'

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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.
2. Eastern Railway, Kolkata.
3. East Central Railway, Hazipur.
4. East Coast Railway, Bhubaneswar.
5. Northern Railway, New Delhi.
6. North Central Railway, Allahabad.
7. North Eastern Railway, Gorakhpur.
8. Northeast Frontier Railway, Guwahati
9. North Western Railway, Jaipur.
10. Southern Railway, Chennai.
11. South Central Railway, Secunderabad.
12. South Eastern Railway, Kolkata.
13. South East Central Railway, Bilaspur.
14. South Western Railway, Hubli.
15. Western Railway, Mumbai.
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 HL 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 I. & A Dte. of Railway Board. These are enclosed

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de Annexure-I. 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.

pdfelement

DA: As above

N Madhusudan Rao

(N. Madhusudan Rao)
Executive Director (Planning)
Railway Board
5/6/07

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)

No. 2007/PL/25/1 New Delhi, dated 05.06.2007

Chief Commercial Managers, All Indian Railways

371763/2020/O/o SR.DCM/DDU/ECR

Principal Chief Engineers, All Indian Railways
Chief Traffic Planning Managers, All Indian Railways
Director General, Railway Staff College, Vadodara
Director, Institute of Rail Transport Management (IRTEM), Manaknagar, Lucknow

N. Madhusudan Rao

(N. Madhusudan Rao)
Executive Director (Planning)
Railway Board
5/6/07

Copy to:

CRB, FC, MT, ME, ML, MM,MS, Secy.
AM/P, AM/T, AM/C, AM/B, AM/F, ADV. (Infra), AM/L
EDTT(M), EDTT(S), EDTT(F), EDPP, EDPPP(T), EDLRDSS, EDFM,
EDTC(R),EDFX-I, EDFX-II, ED(B),EDEE(G)
DFX-I, DFX-II, DP, DTP, DTT(G), DTT(POL), DFM

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ANNEXURE I

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ZONAL RAILWAY	GOODS SHED
CENTRAL	JALGAON,NEW MULUND, SOLAPUR,AHMED NAGAR
EAST CENTRAL	NRPA, FUT, KPGM, KODERMA, SAHARSA,DANAPUR
EASTERN RAILWAY	COSSIPORE, DURGAPUR, DANKUNI,
EAST COAST	CUTTACK
NORTHERN	GOVINDGARH, MUZAFFARNAGAR, CHANDIGARH, GHAZIABAD,
NORTH CENTRAL	KANPUR, ALIGARH JUNCTION
NORTH EASTERN	RUDRAPUR CITY, GONDA, CHHAPRA KACHERI
NFR	NEW JALPAIGURI, NEW GUWAHATI, CHANGSARI
NWR	KANAKPURA, HISSAR,
SR	KORRUKUPET, TIRUCHHIRAPALLI
SCR	SANAT NAGAR
SECR	KALUMNA
SE	JHARSUGUDA, SHALIMAR, BARBIL, NOAMUNDI,BALASORE,
SWR	SANVOR DAM, SANKAVAL,
WR	GANDHIDHAM, JOGESWARI, BOISAR, LAXMIBAI NAGAR, DEWAS, CHIRAI, MANGALIYAGAON, NAVLAKHI
WCR	KOTA, GOSALPUR, MANDIDEEP

parliament

Rly. Bd's L.No- 2007/PL/25/1, dt 05.06.07

Annexure-'I'

371763/2020/O/o SR.DCM/DDU/ECR

Annex

STANDARDS OF CONSTRUCTION FOR FLOORING & APPROACH ROADS.

S. No	Type of consignment	Handling area	Requirements of handling area	Standards for flooring	Expected Life (Years)
1.	Bagged consign-ments: e.g. cement, food grains, salt, fertilizer, etc.	(a) High level platform with covered shed Or (b) In open on RL platform along the goods siding	1. Handling normally manual. 2.No water stagnation in the area and easy drain off of water 3. Amenable to easy cleaning by sweeping or vacuum cleaning 4. Non eroding firm surface. 5. Prone to misuse by labour for cooking, etc. causing frequent damage to black top bituminous surface. 6. The consignments are likely to be damaged when exposed to water. Some covering is therefore required.	1. Well consolidated sub grade with a cross slope of 1 in 60. 2. In case of poor formation soils a layer of blanketing material/ moorum to be provided for 150 mm. thickness. 3. Overlay of 150 mm thick well consolidated stone soling using 75 mm nominal graded stone aggregate. 4. Overlay of 75 mm. thick PCC 1:3:6 layer, well compacted, with 40 mm. nominal stone aggregate.. 5. 75 mm. thick plain concrete flooring with M-25 concrete/20 mm nominal size stone aggregate, using vibrator and finished smooth and cured well. 5(a) In case of mechanical handling involving movement of forklift etc, and in case of open RL unloading platforms, the top layer will consist of 100 mm thick M- 30 concrete with 20 mm nominal size stone aggregate, vacuum de-watered and smooth finished and nominal reinforcement of 6 mm at top and use of hardonite material in the top 35 mm with 10 mm nominal stone aggregate. Proper cross slope should be provided to ensure around that there is no stagnation of water on the platform. 6. The length of the platform should be full length for stacking area and width of the Platform normally not less than 14 mtr.	Not less than 10 years with minimal maintenance requirement

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S. No	Type of consignment	Handling area	Requirements of handling area	Standards for flooring	Expected Life (Years)
2	Coal and Iron ore and other loose consignments in bulk	Normally in the open on RL platform along siding	1. Normally unloading manual, & loading into road trucks through loaders with grabs from unloading area. 2. Partly manually involving use of hand shovels, rakers, phowrah, etc. 3. Surface should be able to withstand attrition due to grab tooth rubbing/shovels Rubbing 4. should be strong enough to withstand tyred crane working 5. Should require less frequent maintenance. 6. Surface finish should be smooth with minimal number of joints and the joints should not have projections so as to get with the grab Jaws/rakers., etc. 7. Contamination with loose earth to be avoided.	1. Well consolidated sub grade with a cross slope of 1 in 60. 2. In case of poor formation soils a layer of blanketing material/ moorum to be provided for 150 mm. thickness. 3. Overlay of 150 mm thick well consolidated stone soling using 75 mm nominal graded stone aggregate. 4. Overlay of 75 mm. thick PCC 1:3:6 layer, well compacted, with 40 mm. nominal stone aggregate.. 5. The top layer will consist of 100 mm thick flooring, M-30 concrete with 20 mm nominal size stone aggregate vacuum de-watered and smooth finished and nominal reinforcement of 6 mm at top and use of hardonite material in the top 35 mm with 10 mm nominal stone aggregate. All joints shall be filled with sand and sealed with bitumen in top 15 mm. Proper cross slope should be provided to ensure that there is no stagnation of water on & around the platform. 6. The length of the platform should be normally full rake length as far as possible for stacking area and width of the Platform normally not less than 14 mtr.	Not less than 10 years with minimal maintenance require Ement

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S. No	Type of consignment	Handling area	Requirements of handling area	Standards for flooring	Expected Life (Years)
3.	Iron & Steel consignments which include structural inverts, also called 'Crane Consign-ments' as these consignments are normally to be handled by cranes	Normally in the open on RL platform along siding.	1. Normally handled with cranes. 2. The surface would be impact resistant. 3.Facility for movement of crane for on loading of consignments for the rolling stock.	1.Well consolidated subgrade with a cross slope of 1 in 60. 2. In case of poor formation soils a layer of blanketing material/ moorum to be provided for 150 mm. thickness. 3. Overlay of 150 mm thick well consolidated stone soling using 75 mm nominal graded stone aggregate. 4. Overlay of 75 mm. thick PCC 1:3:6 layer, well compacted, with 40 mm. nominal stone aggregate. 5. The top layer will consist of 100 mm thick flooring, M-30 concrete with 20 mm nominal size stone aggregate vacuum de-watered and smooth finished and nominal reinforcement of 6 mm at top and use of hardonite material in the top 35 mm with 10 mm nominal stone aggregate. All joints shall be filled with sand and sealed with bitumen in top 15 mm. Proper cross slope should be provided to ensure that there is no stagnation of water on & around the platform. 6. The length of the platform should be normally full rake length as far as possible for stacking area and width of the Platform normally not less than 20 mtr.	Not less than 10 years with minimal maintenance requirement

Under Development

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4.	Approach Road	**Requirements of Handling area** 1.Heavy duty road for movement of loaded trucks, 2. Proper drainage ensuring no stagnation of water over the road 3.Edge protection by providing curb stones	**Standards for Approach Road** a) Well consolidated subgrade with a cross slope of 1 in 40. In case of poor formation soils a layer of blanketing material/ moorum to be provided for 150 mm. thickness. b) Overlayed by three layers of stone aggregate of various gradings which are as under: i) Bottom layer- stone aggregate of size 106 mm to 75 mm – 230 mm thick. ii) Middle layer – stone aggregate of size 63 mm to 45 mm – 100 mm thick. iii) Upper layer – stone aggregate of size 53 mm to 22.4 mm – 75 mm thick c) Top layer to be laid with 40 mm thick premix carpet surface and seal coat. i) Proper drainage to be provided ensuring no stagnation of water over the road ii) Edge protection by providing curb stones iii) Rolling with 8-10 T road roller is must and no hand rolling will be acceptable.	**Expecte (Years)** The free of main for re-t of bitur 40mm t carpet b once in years. I drainag conditi mainta could b than 3

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371763/2020/O/o SR.DCM/DDU/ECR

Rly. Bd L. No- 2015/EnHM/15/01, dt-16.04.2018

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. 2015/EnHM/15/01 New Delhi, dated 16.04.2018

General Managers,
All Zonal Railways

SUB: Pollution at Railway Sidings and Goods Sheds

A Committee of ED/EnHM/ME/RB and CCM/Catering/NR was nominated vide Railway Board's Order No. ERB-I/2016/23/19, dated 08.04.2016 and 16.01.2017/08.08.2017 to Study and submit Report on the extent of pollution in handling of pollution intensive commodities at Sidings and Goods Sheds and actions to be taken.

Based on recommendations of the Committee accepted by Board (MRS & MT) following directions are issued :

1. Keeping in view the statutory / legislative provisions

a) Wherever new siding/goods shed/Private freight Terminal/ any loading / unloading point is being developed / constructed, 'Consent to Establish' should be taken from State Pollution Control Board by the owner or the railway as the case may be in accordance with the provisions of State Pollution Control Board, keeping in view the notified areas / air pollution control areas and categorisation of Industrial Sectors.

b) Wherever the sidings are existing, 'Consent to Operate' / 'Consent for Operation' should be obtained from State Pollution Control Board by either owner or by the railway as the case may be in accordance with the provisions of State Pollution Control Board, keeping in view the notified areas / air pollution control areas and categorisation of Industrial Sectors.

c) Zonal Railways must be aware of Air Pollution Control Areas notified by respective SPCBs and ensure compliance to applicable environmental legislations. Necessary clause may be incorporated in agreements of sidings. For railway owned sidings and goods sheds, the responsibility lies directly with the Railways.

d) In addition to air pollution, water pollution and noise pollution should also be taken care of depending upon the extent of pollution and environmental impact for specific commodities and locations.

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2. Some protective measures to be taken at loading/unloading points by the owner or railways as the case may be, are

a) Paved approach roads with adequate traffic carrying capacity should be provided at each loading /unloading point. The existing roads which are in bad condition should be repaired and maintained.

b) To control dust pollution, water sprinkling system through mechanised system or tankers should be provided as per requirement. Proper waste water/drainage system shall be provided at loading/unloading points as per requirement.

c) Appropriate green belt cover to be provided at the loading/unloading point to mitigate pollution.

d) Where necessary, the heavy loading and unloading traffic handling points to be provided with dust screen walls along periphery of the premises with adequate height.

Copy of the report of the Committee No. 2015/EnHM/15/01 dated 16.08.2017 in six pages is enclosed for necessary action by all Zonal Railways.

A Report on *Inventorisation of Railway Sidings and Guidelines for their Environment Management* submitted to Central Pollution Control Board by RITES in March 2015, which is available on the website of CPCB **cpcb.nic.in** under New Reports, may also be seen for guidance.

Encl: Report of the Committee in six pages.

16.4.18

(Shivendra Mohan)
Executive Director
EnHM / ME

Copy to PCCMs,
All Zonal Railways

S/C

17/04/18

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Item No. 02

Court No. 1

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Original Application No. 389/2018

(With report dated05.08.2019)

Shivansh Pandey

Applicant(s)

Versus

State of Uttar Pradesh

Respondent(s)

Date of hearing: 11.10.2019

CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE S.P WANGDI, JUDICIAL MEMBER
HON'BLE MR. JUSTICE K. RAMAKRISHNAN, JUDICIAL MEMBER
HON'BLE DR. NAGIN NANDA, EXPERT MEMBER

For Applicant (s): None

For Respondent(s): Mr. Om Prakash, Advocate for Railways with Mr. Amit Srivastav, ADRM (Operation) and Mr. Jagtosh, Sr. DCM for railways
Mr. Daleep Dhyani, Advocate for UPPCB

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ORDER

1. The question for consideration is the remedial action against pollution at and around Railway Godown, Faizabad, Uttar Pradesh in the course of loading and unloading of cement, fertilizers and grains by trucks, polluting the air quality and causing respiratory problems. Vide order dated 03.01.2019, the Uttar Pradesh Pollution Control Board (UPPCB) was required to furnish a factual and action taken report in the matter.

2. Vide order dated 29.08.2019, this Tribunal considered the report of the SPCB. The SPCB had issued directions to the Railways to construct a covered shed and to undertake sprinkling of water to

3/back

contain the air pollution, apart from adopting suitable safety norms in the course of loading/unloading. The Tribunal also noted that the Railway Board had failed to respond to the orders of this Tribunal. The General Manager, Northern Railways was required to furnish a compliance report.

3. A copy of response received from the Railway Board on 26.09.2019 has been placed for consideration which in turn refers to circular of the Railway Board dated 16.04.2018 issued to all the Zonal Railways for action to be taken with regard to handling of pollution intensive commodities at Sidings and Goods Sheds in accordance with the provisions of environmental law. The said letter refers to report of an Expert Committee which was constituted by the Railway Board which recommended as follows:

"1. *Keeping in view the statutory / legislative provisions*

a) Wherever new siding/goods shed private freight Terminal/ any loading / unloading 'point is being developed / constructed; 'Consent to Establish' should be taken from State Pollution Control Board by the owner or the railway as the case may be in accordance with the provisions of State Pollution Control Board, keeping in view the notified areas / air pollution control areas and categorization of Industrial Sectors.

b) Wherever the sidings are existing, 'Consent to Operate"- Consent for Operation' should be obtained from State Pollution Control Board: by either owner or by the railway as the case may be in accordance with the provisions of State Pollution Control Board, keeping in view the notified areas / air pollution control areas and categorisation of Industrial Sectors.

c) Zonal Railways must be aware of Air Pollution Control Areas notified by respective SPCBs and ensure, compliance to applicable environmental legislations. Necessary clause may be incorporated in agreements of sidings. For railway owned sidings and goods sheds, the responsibility lies directly with the Railways.

d) In addition to air pollution, water pollution and noise pollution should also be taken care of depending upon the

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extent of pollution and environmental impact for specific commodities and locations.

2. *Some protective measures to be taken at loading/unloading points by the owner or railways as the case may be, are :*

   a) *Paved approach roads with adequate traffic carrying capacity should be provided at each loading /unloading point. The existing, roads which are in bad condition should be repaired and maintained.*

   b) *To. control dust pollution, water sprinkling system through mechanized system or tankers should be provided as per requirement. Proper wastewater/drainage system shall be provided at loading/unloading point as per requirement.*

   c) *Appropriate green belt cover to be provided at the loading/unloading point to mitigate pollution.*

   d) *Where necessary, the heavy loading and unloading traffic handling points to be provided with dust screen walls along periphery of the premises with adequate height."*

4. The Committee also noted that consents are required to be taken under the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981.

5. Inspite of the above stand of the Railway Board, the Divisional Commercial Manager, Northern Railway DRM Office, Lucknow is not shown to have taken requisite consents.

6. As per the report dated 05.08.2019 furnished by the SPCB, the railway goods siding, Ayodhya was creating air pollution and for damage to the air quality, compensation of Rs. 91.2 lacs was assessed as per applicable norms.

7. In view of above, it is established that there is violation of air quality norms by the railway goods siding, Ayodhya.

8. The report of the Expert Committee filed by the Railway Board with its letter dated 26.09.2019 refers to the Public Accounts Committee of 16th Lok Sabha which noted that consent for operations from the

2/back

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SPCB was being obtained in 50% of the sidings, tests checked and specific guidelines were issued to the zonal railways for obtaining such consent. In view of default in the present case and possibility of similar defaults elsewhere, let the Railway Board ensure that its directions are complied and mandate of law is followed. Appropriate action be taken against the heads of the zonal offices concerned for defaults.

9. Apart from not following the requirement of taking requisite consents, the Railway Administration at Faizabad is not following the measures to be adopted at loading/unloading points. It can be inferred that at other locations of railway sidings and good sheds, there may be similar situation. This needs to be checked by an appropriate mechanism to be evolved by the Railway Board. The Additional DRM (Operations) Lucknow present before this Tribunal has made a statement that necessary steps for enforcing the law and necessary safeguards will now be taken within one month. The officer may take the steps and file his report before this Tribunal and also before the Railway Board. The Railway Board may compile appropriate information with regard to other such locations and furnish a comprehensive report. The Railway Board may depute a suitable senior officer with the compliance report on the next date.

10. In the meanwhile, the SPCB may take steps for recovery of the assessed compensation and for enforcing the law, including prosecution.

11. A copy of this order be forwarded to the Chairman, Railway Board by email for compliance.

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List for further consideration on 20.12.2019.

Adarsh Kumar Goel, CP

S.P Wangdi, JM

K. Ramakrishnan, JM

Dr. Nagin Nanda, EM

October 11, 2019
Original Application No. 989/2018
DV

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Annexure-III

Sketch plan of Goods shed

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Annexure-IV

Financial DATA
(Performa for T-2 liquidity)

Applicant's legal name .....
Date .....

Group Member's legal name..... **Page** ..... **of** ..... **Pages**

Each Applicant or member of a JV must fill in this form

Financial Data for last three previous financial & current financial year upto the date of opening of tender (Indian Rupees)

S.N.	Description	2017-18	2018-19	2019-20	2020-21 (upto date of opening of tender)
1	Total Assets				
2	Current Assets				
3	Total External Liabilities				
4	Current Liabilities				
5	Annual Profit before Taxes				
6	Annual Profit after Taxes				
7	Net Worth [=1-3]				
8	Liquidity [=2-4]				
9	Return on Equity				
10	Gross Annual turnover				

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years
6. Return on Equity = Net Income / Shareholders Equity
   Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock).
   Shareholders equity does not include preferred shares.
7. **The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.**
8. In case the Liquidity is inadequate, the tenderer may submit Banking Reference to establish that they have access to the required working capital.

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Annexure -V

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FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I..... (*Name and designation*)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No._____ of _____(*Railway*), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.

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4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we (*insert name of the tenderer*) **_____and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to

Remove Watermark Now

termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

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371801/2020/O/o SR.DCM/DDU/ECR

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Annexure-VI

MANDATE FORM

BY
VENDOR/CONTRACTOR/EMPLOYEE
FOR EFT/ECR/RTGS/NEFT PAYMENT

1. Firm /Person/Party's name:-
2. Address:-

3. Telephone No./Cell phone No.& Fax:-
4. E. mail:-
5. PAN:-
6. particulars of Bank Account:-

A. Name of the Bank:-
B. Name of the branch:-
Address:- _____
_____
_____
Telephone No:-_____

C. 9-Digit code number of the bank and branch appearing on the MICR cheque issued by the bank:- _____

D. Type of the account (S.B /Current of Cash Credit) With code (10/11/13): _____

E. IFSC CODE:- _____

F. Account number (as appearing on the cheque book):- _____ I hereby declare that the particulars given above are correct and complete .If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information , I would not hold the user institution responsible. I have understood the scheme and agree to discharge the responsibility for which I am liable as a participant under the scheme.

(----------)
(Signature of the
Supplier/Party/Employee)

Date:

(Please attach a blank cancelled cheque or photocopy of the cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

[Where the cheque does not carry IFSC Code, an attestation from Bank attesting the IFSC Code should be given.]

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

Bank's Stamp
Date:

(----------)
Signature of the
authorized
Official of the Bank
(Where required)

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Annexure – VII

FINANCIAL OFFER- PACKET- B

Name of Work: **Contract for repair/redevelop and maintenance of existing/additional facilities at Goods-shed at ..... Station through Private Investment for 05 years.**

Sl	Schedule/Work	Description	Offered Rate (In terms of percentage share up to two place of decimal)
1	Repair/redevelop and maintenance of existing/ additional facilities at ..... Goods-shed and subsequent incentive for 05 years.	Maximum Rate Rs 20/- per ton of total traffic handle d at Goods-Shed.	.....% (in figure) .... % (in words)

1. Contract shall be awarded to the eligible party bidding for the offer least share in Terminal Charges (TC) and Terminal Access Charges (TAC).

2. **NOTE-** (Financial bid) should contain schedule of rate entered into Financial Rate page of IREPS Website www.ireps.gov.in and duly signed digitally shall be considered Rate and any other financial entity in any other form/letter head if attached by bidder shall be straightway ignored and shall not be considered.

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Draft agreement for contract for repair/redevelop and maintenance of existing/additional facilities at Goods-shed at ..... Station through Private Investment for 05 years.

ARITCLES OF AGREEMENT made this _____day of____20____between President of India acting through the Railway Administration here after called the "Railway "of the one part and_____ herein after called the "Contractor" of other part.

WHEREAS the contractor has agreed with the Railway for the performance of the Service (Name of Work) set forth in the Schedule hereto annexed AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payment to be made by the Railways, the Contractors will duly perform the said work in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a worker like manner to the satisfaction of the Railway and will complete the same in accordance with the said specification and said drawing and will observe and fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said service in the manner aforesaid and observe and keep the said Terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said work on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

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(Signature) ----------

Contractor----------

Address ----------

Date ----------

(Signature) ----------

Railway Designation
For President of India)

Address ----------

Date ----------

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Whereas:-

(a) The Railway Administration called the open e-tender in respect of contract for repair/redevelop and maintenance of existing/additional facilities at Goods-shed at ..... Station through Private Investment as mentioned in Annexure – 'A' under head "Scope of work".

(b) Railway, pursuant to e- Bid Number No. ....., dt ....., floated a bid for the work for "repair/redevelop and maintenance of existing/additional facilities at Goods-shed at ..... Station through Private Investment for 05 years".

(c) On the basis of the evaluation of bid response by the Licensee, Railway has confirmed to the Licensee that it is established as the 'Selected Bidder' seeking the least share in the Terminal Charges (TC) and Terminal Access Charges (TAC).

1.0 Introduction:-

1.1 Indian Railways has been striving to increase its freight business volumes as well as its modal share in freight transport. Meeting that objective would need augmentation of line capacity and terminal capacity. While line capacity issues are being addressed, steps need to be taken to augment terminal capacity as well. This policy is aimed at augmenting terminal capacity through private participation by allowing setting up of new goods-shed facilities and developing existing goods-sheds (which Railway are unable to do due to lack of resources) at a large number of stations.

2.0 Condition of contract:

2.1 **Period of contract:** 05 years (from ..... To .....) from the date of completion of repair/redevelopment work.

2.2 Time given for completion of agreed upon works (concession period for repair/redevelop and maintenance of existing/ additional facilities); 12 Months (from ..... to .....) from issue of "Notice of Award (LOA)". However, if the work gets complete earlier then the schedule date of completion he may also submit the work completion report to be certified by a committee of supervisors consisting of Concerned SSE (Works), SSE (Electrical), SS & CGS or as decided by Competent Authority. CGS will convener of supervisory level committee.

2.3 The facilities so created/developed by the private party through its own investment shall be used as common user facility. No priority or preference shall granted to be traffic of the party over the traffic of other customers.

2.4 The responsibility for maintenance of assets and facilities created shall be vested in the party during the agreement period.

2.5 The facility (goods shed/siding) and assets so created by the private party under this policy shall be handed over to the Railway Administrative and the investor (s) will have no claim to these facilities/assets. Investment in such assets will not entitle the investor (s) to any rights what-so-ever with regards to the Railway land on which they are created.

2.6 All developments for the proposed facility will be as per approved Railway designs, and constructed to approved Railway standards and specifications as mentioned in Annexure – 'A' under head "Scope of work".

2.7 Railway shall not levy any departmental or any other charges for the construction. Railway shall ensure, before approval of any proposal is conveyed under the scheme, that the space earmarked for the project is not required by Railway for any other purpose.

2.8 Freight charges, demurrage & wharfage charges, etc shall continue to be levied as per extant rules from all customers.

3.0 Monitoring of the work:

Monitoring of day to day work/activities will be done by a committee of supervisors consisting of Concerned SSE (Works), SSE (Electrical), SS & CGS or as decided by Competent Authority. CGS will convener of the committee. Monthly works progress report (as per scope of work prescribed in LOA)

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should be submitted to the office of Sr. DCM by the contractor which is duly verified by above committee.

4.0 Completion of work:

After the completion of work (as per scope of work prescribed in LOA), the contractor will submit completion of work in written to the office of Sr. DCM which is duly verified by the committee of supervisors consisting of Concerned SSE (Works), SSE (Electrical), SS & CGS or as decided by Competent Authority. CGS will convener of supervisory level committee.

5.0 Penalty

a) If the agency fails to commence the work under the contract after issue of "Notice of Award" up to 30 days, Railway is free to take action against agency including imposition of penalty of minimum Rs 50,000/- and termination of contract and also forfeiture of EMD, SD and PG, if found appropriate.

b) The work is to be completed within 01 years from date of issue of 'Notice of Award" to the successful agency. If the work is not completed within scheduled time frame competent authority may grant an extension of Three months, after considering the circumstances mentioned by the agency with imposing penalty of Rs. 2500/- (Rupees Two Thousand Five Hundred only) per day. If after three (03) months work will not completed then second extension of two (02) months will be granted with imposing penalty of Rs. 5000/- (Rupees Five Thousand only) per day by the Competent Authority. After that no **extension will be granted** and the contract shall be cancelled with forfeiture of Security deposit & PG.

c) Railways can impose a fine on the developer/service provider if the desired level upkeep/ maintenance of assigned facilities at the goods shed are found unsatisfactory during the currency of the contract. Fine of minimum Rs 5,000 and maximum of Rs 50,000 at a time, for unsatisfactory maintenance and upkeep of the facilities may be imposed.

6.0 Termination

The Railways can terminate the contract in case of continued non-compliance of Service Conditions by the Service Provider with one month's notice during currency of contract. The assets will than to Railways at the Depreciated Replacement Value, which will be determined by the Railways. The Railways will be free to lease the assets on further contract. In case of conflict between GCC services and the tender conditions, the Tender Conditions shall prevail and in this regard DRM decision shall be final.

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7.0 Materials specification:

Approved quality of branded items should only be used for the work under 'scope of work'. Internal finishing shall be done as approved/specification by the Railways. All repairs and routine maintenance of the Goods shed should be promptly attended by the Service provider. The Goods shed Supervisors of the concerned goods shed shall duly notify the representatives of the agency on daily basis of the works required. A register to this effect duly noting the date of instruction, instruction itself and date of attention/completion is to be kept by the agency and produced per month along-with the bill for payment duly certified by the CGS.

8.0 Incentives under the scheme

- The incentive to the party that develops the goods-shed/siding shall be in form of a share in the Terminal Charges (TC) and Terminal Access Charges (TAC), as the case may be, for all the inward and outward traffic dealt at the goods shed for five (05) years (from ..... to .....) from the date of completion of the work. The share shall be determined through competitive bidding and the party seeking the least share shall be selected.
- The TC & TAC due to the party for a month shall be paid by 10th of the succeeding month. Tax liabilities, if any on the payment of TC & TAC to the party shall be borne by the party.
- The payment of Terminal Charges and Terminal Access Charges shall start only when the goods-shed facilities, as agreed upon mutually between railways and the party have been completed.

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- TC/TAC on traffic for any other month shall be calculated in terms of placement time of rake in the month and shall be reckoned on actual tonnage of the rake/wagons placed as per RR.
- The agency is permitted for utilization of available space for establishing small canteen/tea-shop in the Goods shed at suitable location of standard size during the currency of the contract. The feasibility of location should be done jointly with concerned SSE/Works, SSE/Electrical, SS and Goods Supervisor. Advertisements are also permitted at suitable places in the Goods-shed. Such activities shall be permitted by Sr. DCM. Further for operation of canteen/ Tea stall necessary documentation like FSSAI certificate etc. shall be obtained by the agency from the concerned authorities.
- The Goods-shed at ..... does not have any revenue potential from Commercial advertisement and Canteen/Teashop. Canteen/Teashop at Goods-shed should be seen in the nature of amenities to be provided to labours.

9.0 The facilities so created/ developed by the private party through its own investment shall be used as **common user facility**. No priority or preference shall be granted to the traffic of the party over the traffic of other customers. The facilities (goods shed/siding) and assets so created by the private party under this policy shall be handed over to the Railway administration after contract period and the investor(s) will have no claim to the facilities/assets. Investment in such assets will not entitle the investor(s) to any right what so ever with regard to the Railway land on which they are created. All development for the proposed facilities will be as per approved Railway designs and constructed to approved Railway standards and specification as mentioned in Annexure I. Railway shall not levy any departmental or any others charges for the construction.

09.0 Freight charges, demurrage & wharfage charges etc. shall continue to be levied as per extent rule from customers.

10.0 During currency of contract maintenance of all assets of the goods shed under contract (cleanliness of entire goods shed and track) will be responsibility of the licensee.

11.0 The bidder shall be responsible for all the cost associated with the preparation of the proposal and their participation in the selection process. Railways will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

- The bidder shall ensure that the bid is complete in all respects and conforms to all the requirements.
- The bidder should be familiar with the clearance required from various authorities to commence work. The bidder shall be deemed to have carried out preliminary checks with relevant authorities.
- It would be deemed that by submitting the bid, the bidders has made a complete and careful examination of the documents and obtained all relevant information about the project. Railways shall not be liable for any mistake or error on the part of the bidder in this respect.

12.0 Electricity and Water Charges

All the switches, MCBs, cables etc. will have to be provided at his own cost by the service provider. Separate electric meter and flow meter for electricity and water respectively will be installed by service provided at his cost and he will be liable to keep a record of the same and produce the same during any inspection and update the summary of consumption in the monthly bill. Connection shall be provided by railways from the nearest available electric point and water point from where service provided has to extend connection at his cost. Railway will not charge for the water and power connection utilized for common user facility for lighting up the goods shed, water to merchants and labors etc. Any other non-common-use installation with prior permission of Sr. DCM/DDU shall be chargeable if required & permitted. The electricity consumed for development work shall be paid by the licensee and thereafter during currency of the contract, Railway will pay the bill of Goods shed and other common user facilities.

13.0 Tax Liability

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The service provider shall be responsible for all the taxes to be paid to the civic agencies for the service rendered by him. There will be no tax liability upon the railways whatsoever on any amount. All taxes i.e. GST and income tax will be dealt as per extant rule.

14.0 Complaints and Suggestions

While the service provider is responsible for ensuring complaint free service, they should also maintain complaint and suggestion register at the GS office/Suitable place, as directed by Railway administration, which should be made available to the users on demands. The Complaint book will be regularly checked by authorized railway officers/inspectors. Railways can impose a fine on the service provider if the desired level of service is not rendered for lack of proper upkeep, facilities etc.

15.0 Agreement

The service provider after signing agreement shall not transfer, sublet or dispose of the rights and benefits under the agreement or any project agreement except with prior written consent of the railways which Railways shall be entitled to decline without assigning any reason whatsoever. The service provider should ensure enforcement of existing labour laws, Minimum wages act and at no point of the time should the railways be drawn into litigation on these counts. The service provided should indemnify the Railway for the damages caused due to non-compliance to any stationary law by law or service conditions.

16.0 Schedule of Payment

There will no advance payment. After issuance of LOA, Licensee has to execute work as per scope of work. Once work is completed as per specifications so mentioned, the same will be certified by railway administration. A work completion certificate will be issued by railway administration through authorized representative(s). Once work completion certificate is issued, the letter shall be issued to Contractor mentioning the date from which the bill against TAC/TC would by payable to the contractor for 05 years. The payment will be made on a monthly basis as per the offered and accepted percentage rates based on the Terminal charge (TC)/Terminal access (TAC) collected by Railway Administration in goods shed on traffic handled both inward and outward. The data for the same captured by railway will be given the contractor who will prepare bill according to the same.

At the end of the month, the contractor shall submit necessary documents & Bill in the standard format for payment. The contractor will submit the bill on monthly basis in 02 copies duly forwarded by concerned GS by 15th of following month in the office of Sr. DCM. These bills after necessary check will send to divisional finance for further processing and payment. Along with the bill the contractor will enclose the certified copy of RR. The TC/TAC for calculation of share shall be taken for a month for rakes handled and shall be reckoned from placement time. All the terms & conditions of the bills for payments purpose should be strictly complied with in accordance with the guide lines, issued by the competent authority from time to time.

17.0 In the eventually if the awarded contract of goods shed de-notified/shifted/closed for any reason the contract shall be treated as cancelled and in such case the financial implication like investment made by the licensee and the incentive be received as share of TAC shall be worked out by nominated officials (by ADRM) in consultation with associate finance for refund of balance amount to the licensee. Here the factor of depreciation cost of asset developed by the licensee should be taken into account. No compensation will be claimed by the service provided on any account.

18.0 The railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer and the bidder shall when so required by the railway, make available all such information, evidence and documents as may be necessary for such verification. Any such

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verification or lack of such verification, by the railway shall not relief the bidder of its obligation or liabilities hereunder nor will it affect any rights of the railway their under.

19.0 Short Termination:

The Railway Administration reserves the right to terminate the contract before completion of five years giving a three month notice in writing and no any compensation will be payable.

20.0 Railway Passes

No free Railway passes shall be issued by the Railway to the Contractor or any of her employees/workers. Wherever required 'authority of entering of restricted area' or 'authority for on board services' shall be provided.

21.0 Carriage of Materials

No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

22.0 Representation on site:

The contractor shall, when she is not personally present on the site of the work place. Keep a responsible agent during working hours who shall on receiving reasonable notice, present herself to the Manager, and orders given by the Manager or Manager's representative to the agent shall be deemed to have the same force as if they had been given to the contractor. Before absenting herself, the Contractor shall furnish the name and address of her agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract.

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23.0 Indemnity by Contractors

The Contractor shall indemnify and save harmless the Railway from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, her agents or employees, in the execution of the services/works wherever applicable or in her guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

24.0 Performance Guarantee:

i) Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10% of the contract value in four separate parts of 2.5% each of the contract value, within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue or LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty days, i.e. from 31th day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contractor shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day should be consider as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

ii) The value of PG to be submitted by the, contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting the 10% (ten percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% to the original contract value,

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Performance guarantee amounting to 10% to the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

iii) The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract.

iv) If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

v) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 10% of the contract value.

- A deposit of Cash
- Irrevocable Bank Guarantee;
- Government Securities including State Loan Bonds at 5% below the market value;
- Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- A Deposit in the Post Office Saving Bank;
- A Deposit in the National Savings Certificates;
- Twelve years National Defense Certificates;
- Ten years Defense Deposits;
- National Defense Bonds and
- Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO, E. C. Railway /Hajipur, (free from any encumbrance) may be accepted.

Note - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

vi) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

vii) The Performance Guarantee (PGs) shall be released after physical completion of the work/service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claim Certificate" from the contractor. In case any contract provides for warranty/maintenance clause then 25% of the Performance Guarantee would be retained till the warrantee/maintenance period is over and a certificate to that effect is issued by the Manager.

viii) Whenever the contract is rescinded, the Performance Guarantee shall be encashed/forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

ix) The Manager shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of-

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(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Manager may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Manager.

(c) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

25.0 Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works/services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Manager as to whether the works/services have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

26.0 Illegal Gratification:

a) Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or her partner, agent or servant or, anyone on her behalf, to any officer or employee of the Railway, or to any person on her behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which she may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway.

b) The Contractor shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

27.0 Accepted Programme

The contractor shall submit schedule of delivery of services, the details of organization (in terms of labour and supervisors) plant and machinery that she intends to utilize (from time to time) for execution of the services. The programme of delivery of services amended as necessary by discussions with the Manager shall be treated as the agreed programme of the delivery of services for the purpose of this contract and the contractor shall endeavor to fulfill this programe of delivery of services. The progress of delivery of services shall be watched accordingly

28.0 Alterations to be Authorized

No alterations in or additions to or omissions or abandonment of any part of the services shall be deemed authorized, except under instructions from the Manager, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Manager.

29.0 Extra Works:

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Should services over and above those included in the contract require to be provided at the site, contractor shall have no right to be entrusted with the execution of such works/ services which may be carried out by another contractor or contractors or by other means at the option of the Railways.

30.0 Adherence to Specifications and Drawings

The whole of the works/services shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If Contractor performs any act in a manner contrary to the specifications or drawings or any of them and without such reference to the Manager, she shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.

31.0 Provision of Efficient and Competent Staff at Sites by the Contractor

a) The Contractor shall maintain efficient and competent staff to give the necessary directions to her works and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, workers & laborers in or about the execution of any of these services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained.

b) The Contractor shall at once remove from the site any agents, permitted sub-contractor, supervisor, worker or laborer who shall be objected to by the Manager and if and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her.

c) In the event of the Manager being of the opinion that the Contractor is not employing on the services a sufficient number of staff and workers as is specified or otherwise for proper execution of the services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Manager immediately and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind/panelize the contract under suitable clause of these/special conditions.

32.0 Skilled Labour/Expertise and Testing

The whole of the services and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workers with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the Manager according to the instructions and directions which the Contractors may from time to time receive from the Manager. The materials may be subjected to tests by means of such machines, instruments and appliances as the Manager may direct and wholly at the expense of the Contractor. The day to day monitoring will be done by a team of SSE/Works, SSE/Elec, SS and CGS or as decided by Competent Authority. CGS will convener of supervisory committee.

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33.0 Maintenance of work: Maintenance of all the facilities will be done by Service provider on his own cost during currency of contract.

34.0 Law governing the contract: The contract shall be governed by the law for the time being in force in the Republic of India.

35.0 IN WITNESS WHEREOF, Sr. Divisional Commercial Manager of the ..... Railway, for and on behalf of the Union of India and Shri/M/S ..... Licensee has here up to set their respective hands on the day and year above written.

Contractor's Signature & Stamp

Address .....

Signed, sealed and delivered on
Behalf of the President of India.

Sr. Divisional Commercial Manager,
East Central Railway, DDU.

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Witness:- 1. .....

2. .....

Witness: 1. .....

2. .....

Annexure- A

SCOPE OF WORK

GOODS-SHED.....

Sl.no.	Items of repair/ redevelopment / maintenance	Specifications
1	Repair/redevelopment of wharf (size.....)	RB Letter No 2007/PL/25/I dated 05.06.2007
2	Approach Road (.....meter Length and ..... meter Width)	RB Letter No 2007/PL/25/I dated 05.06.2007
3	.....nos high mast light and sufficient number of other lighting arrangement to ensure proper lighting of Wharf and Circulating area	RB Letter No 2007/PL/25/I dated 05.06.2007
4	Merchant Room cum Good shed Office with toilet facility (size.....)	RB Letter No 2007/PL/25/I dated 05.06.2007
5	Cool drinking water, washroom and toilet for Labour	RB Letter No 2007/PL/25/I dated 05.06.2007
6	Maintenance and management of all facilities at Goods shed for the duration of contract	RB Letter No 2007/PL/25/I dated 05.06.2007
7	Pollution Control Measures	RB Letter No 2015/EnHM/15/01 dated 16.04.2018

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Annexure-B

Schedule of items & rates

Name of Work – Contract for repair/redevelop and maintenance of existing/additional facilities at Goods-shed at ..... Station through Private Investment for 05 years.

Sl	Schedule/Work	Description	Accepted Rate (In terms of percentage share up to two place of decimal)
01	Repair/redevelop and maintenance of existing/ additional facilities at ..... Goods-shed and subsequent incentive for 05 years.	Maximum Rate Rs 20/- per ton of total traffic handle d at Goods-Shed.	..... % (in figure). .... % (in word)

Contractor's Signature

Sr. Divisional Commercial Manager,
East Central Railway, DDU.

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