



पश्चिम रेलवे
Western Railway

**(AHMEDABAD DIVISION)
(COMMERCIAL DEPARTMENT)
E-TENDER DOCUMENT**

Tender Notice No:	COMM/729102/GCT/KHXB
Cost of Tender Document	Nil
Date of Uploading of Document	30/06/2026
Pre-Bid Conference	14/07/2026 at 14:00 hrs
Opening of Bids:	31/07/2026 at 11:00 hrs
Type of tender	Two Packet Bidding System through E-Tendering on IREPS portal.
Name of Work:	Contract for Development of Gati Shakti Multi-modal Cargo Terminal (GCT) at Khakhrechi (KHXB) Entirely/Partially on Railway Land.
Issued by:	Sr. Divisional Commercial Manager, Ahmedabad- Division, Western Railway, DRM's Office Building, Near Chamunda Bridge, Amdupura, Ahmedabad – 382345 Tel/Fax No. 079-22220-1990

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INTRODUCTION

1. Background, Aim, and Objectives:

Indian Railway is aggressively trying to increase its modal share in freight transportation and has targeted the freight loading of 3000 Million Tonnes by 2030. In line with this, the Ahmedabad Division of Western Railway has also set an ambitious target to achieve 75 million tonnes of cargo loading by 2030. Ahmedabad division transcends through the important industrial hubs of Gujarat and serves three major ports of the country among other probable cargo generating centers.

The division has been making consistent efforts to increase its freight loading in order to achieve exponential growth in business through market outreach to various industrial sectors, stakeholders, service providers, etc but still, a lot of traffic is untapped and is yet to come over to railways.

With a view to enhance logistics infrastructure, reduce transit times, overall supply chain costs and carbon footprints by enhancing modal share of railways in freight transport to make Indian Goods & Services more competitive, Government of India (Ministry of Railways) is facilitating development of the Gati Shakti Multi Modal Cargo Terminals near the cargo generating hubs under the Gati Shakti Multi-Modal Cargo Terminal Policy (hereinafter referred as GCT policy).

The Ahmedabad Division of Western Railway intends to align initiatives under the above policy with businesses, investments, financial ecosystem and drivers of economic growth of India in general and Gujarat in particular. Therefore, the tender, under the GCT policy, from the interested eligible entities is called for: The development of Gati Shakti Multi-Modal Cargo (GCT) Terminals Entirely/Partially on Railway Land under Schedule - '2' of the GCT Master Policy with time to time amendments.

Through this tender, the Ahmedabad division aims to attract private investment to develop terminals to leverage the modern, high-capacity rail connectivity over the Indian Railway. Interested applicants, such as logistics service providers, manufacturers, and warehousing service providers, are invited to express their interest by submitting proposals that detail their plans for terminal development, including projected traffic, infrastructure requirements, and business strategies, as provided in this document.

2. Definitions & Interpretation

The Key Terms used in these policy guidelines have been defined below for correct interpretation and elimination of ambiguities.

- 2.1. Railway:** Unless indicated otherwise, Railway herein means Ahmedabad Division, Western railway.
- 2.2. Act:** The Railways Act, 1989, as amended from time to time.
- 2.3. Agreement:** Document executed by a Gati Shakti Multi-Modal Cargo Terminal Operator (GCTO) and Sr. Divisional Commercial Manager setting forth the terms and conditions for operation of a Gati Shakti Multi-Modal Cargo Terminal (GCT).
- 2.4. Authorized Users:** Rail users authorized by the GCTO to make use of the facilities at a GCT.
- 2.5. Cargo Terminal:** Terminal where goods are loaded in wagons/ coaching vehicles for transportation over the Indian Railway network, and/or unloaded from wagons/ coaching vehicles after being transported over the Indian Railway network.
- 2.6. Cargo Related Facilities (CRF):** Cargo Related Facilities mean logistics and allied infrastructure developed on Railway land by a selected Developer, at its own cost and risk, to promote and enhance rail freight and parcel movement. These facilities include activities listed in the policy (and other approved activities) that contribute to

cargo generation for Railways and are linked to designated railway terminals.

- 2.7. Cargo Related Facilities Developer:** Cargo Related Facilities Developer means an eligible entity selected through a transparent competitive bidding process for development and operation of CRF on leased Railway land. The Developer is responsible for financing, construction, operation, statutory compliances, payment of land lease charges, and fulfillment of Guaranteed Railway Freight (GRF) obligations as per the Agreement.
- 2.8. Charging on Through Distance Basis:** The system of charging freight up to the buffer end of the siding, instead of levying Siding Charges.
- 2.9. Common User Facility (CUF):** All traffic facilities, such as 'Y' connection, Grade Separator, RoR, additional lines / loop lines, crossing station, patch doubling, shunting neck, engine escape line, Signalling Interlocking arrangement, modification to existing OHE or Electrification in future in station limit etc. In case of additional facility or any doubt regarding CUF, the decision of the DRM will be final".
- 2.10. Consignee:** The person named as consignee in Railway Receipt.
- 2.11. Consignor:** The person named in Railway Receipt as consignor, by whom or on whose behalf goods covered by the Railway Receipt are entrusted to a Railway for carriage.
- 2.12. FBD Portal:** Freight Business Development (FBD) Portal is a single window access for availing Indian Railways Freight Business information and Services.
- 2.13. FOIS:** Freight Operation Information System.
- 2.14. GCT :** Gati Shakti Cargo Terminal - A private terminal notified under Gati Shakti Cargo Terminal (GCT) policy of Indian Railways, to deal with rail based cargo.
- 2.15. Gati Shakti Multi-Modal Cargo Terminal Operator (GCTO):** The entity constructing and/or managing a Gati Shakti Multi-Modal Cargo Terminal (GCT).
- 2.16. Engineering Scale Plan (ESP):** is a detailed, scaled drawing of a railway yard or section of track, showing track layouts, structures, and other relevant details including CUF clearly marked.
- 2.17. Good Industry Practices:** The practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability, and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Policy, following applicable laws and applicable permits in reliable, safe, economical and efficient manner; and which are expected to result in fulfillment of obligations of operator under the Agreement.
- 2.18. Over Head Equipment (OHE):** Infrastructure and equipment installed to provide electric traction.
- 2.19. Divisional Railway Authorities:** Divisional Railway Manager (DRM) including Railways' Divisional officers, viz. Senior Divisional Operations Manager (Sr.DOM), Senior Divisional Commercial Manager (Sr.DCM), Senior Divisional Finance Manager (Sr.DFM), Senior Divisional Engineer (Sr.DEN), Senior Divisional Electrical Engineer (Sr.DEE), Senior Divisional Signaling & Telecommunication Engineer (Sr.DSTE), Senior Divisional Mechanical Engineer (Sr.DME), and their representatives.
- 2.20. Railway Land:** Land owned by Railways.
- 2.21. Railway Receipt (RR):** The receipt issued under section 65 of The Railways Act, 1989, on acceptance of goods and which entitles the consignee to take delivery of the goods at the destination Rail Terminal.
- 2.22. Rake:** A train load of wagons with a prescribed composition.
- 2.23. Take-off point:** The Stock Rail Joint of 'last point and crossing' at the serving station, through which the rolling stock can be diverted towards a Cargo Terminal.
- 2.24. Terminal Access Charges:** Charges levied by Railways on rail-customers for handling of privately-owned rakes at 'Railway goods-sheds' and 'Cargo Terminals

fully or partially on Railway land' as per the Policy, at the rates prescribed by Railways.

- 2.25. Terminal Charges:** Charges levied by Railways on rail-customers for handling of railway-owned rakes at 'Railway goods-sheds' and 'Cargo Terminals fully or partially on Railway land' as well as on rakes at 'Cargo Terminals entirely on non-Railway land' as per the Policy, at the rates prescribed by Railways.
- 2.26. TMS:** Terminal Management System of FOIS
- 2.27. Gati Shakti Cargo Terminal (GCT) Policy:** Unless indicated otherwise, refers to the Gati Shakti Cargo Terminal Policy issued by the Ministry of Railways as amended up to date.
 - 2.27.1.** GCTs under Schedule- '1': A Gati Shakti Multimodal Cargo terminal entirely on Non-Railway (Private) land.
 - 2.27.2.** GCTs under Schedule- '2': A Gati Shakti Multi-modal Cargo terminal entirely/partially on Railway Land.
- 2.28. Commodities Permitted:** Unless otherwise specified by Indian Railway, a GCT shall be permitted to book and handle all parcel (full parcel rakes only) and goods traffic - including coal and coke, which shall be as per the guidelines of 'preferential traffic schedule' issued by Ministry of Railways from time to time.
- 2.29.** Throughout this document, unless indicated otherwise by the context, the singular also means plural and vice versa.
- 2.30.** Any reference in this document to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders, and regulations for the time being made pursuant to it or deriving validity from it, as may be from time to time amended, modified, extended or re-enacted, whether before or after the date of this tender.
- 2.31.** The words "hereof", "herein", "hereunder" and words of similar import when used in this document shall refer to this document as a whole and not to any particular provision of this document. The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- 2.32.** The headings, or bold typeface are inserted for convenience only and shall not affect the construction of this document;
- 2.33.** Words and abbreviations, which have well-known technical, trade, or commercial meanings are used in this document in accordance with such meanings.

SECTION - I (TENDER NOTICE)

Name of work: “Contract for Development of Gati Shakti Multi-modal Cargo Terminal (GCT) at Khakhrechi (KHXB) Entirely/Partially on Railway Land”

The Senior Divisional Commercial Manager (Sr. DCM), Ahmedabad Division, Western Railway, for and on behalf of the President of India invites e-tender on Two packet system for Contract for Development of Gati Shakti Multi-modal Cargo Terminal (GCT) Khakhrechi (KHXB) Entirely/Partially on Railway Land 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 his digital signature registered on the site.
- 3) The detailed scope of the work has been described in the Tender Documents. However details can also be collected from the office of the undersigned. It is presumed that the tenderer is fully conversant with the “Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) Dated 14/02/2026”. corrected up to date. The same can be downloaded through given link: [“GATI SHAKTI POLICY”](#)
- 4) The tenderers should go through the technical and financial eligibility criteria before submitting the tender documents.
- 5) Tenders duly filled-in and signed must be submitted on IREPS website by tenderer’s own digital signature certificate & log-in ID registered on IREPS website before due date and time.
- 6) Two-packet single-stage tendering system shall be adopted.
- 7) Tender will be opened (Packet ‘A’-Technical bid) at 11:00 Hours on due date, 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.
- 8) Packet ‘A’ (Technical bid) will contain tender documents (other than financial bid), earnest money, and documents in support of eligibility criteria etc.
- 9) Packet ‘B’ (Financial Bid) will contain only the rate schedule which will be duly filled by the bidder and required to quote the percentage in share of Terminal Charge and Terminal Access Charges (TC/TAC) which will claim from the Railway for all traffic handled at the Terminal to be entered into the Financial Rate page of IREPS Website. Rates and any other financial entity in any other form / letterhead if attached by bidder shall be straightway ignored and shall not be considered. Please refer to **Annexure VIII**.
- 10) The tenderers are advised to visit the site of the work and acquaint themselves with the condition and work in their own interest before submitting their offer.
- 11) Bidders are allowed to make payments against this tender towards earnest money deposit which shall be accepted only through net banking or payment gateway through the website www.ireps.gov.in.
- 12) Tenders without valid earnest money will be summarily rejected.
- 13) The Railway administration reserves the right of declining/accepting any tender/tenders irrespective of highest or lowest rate or splitting/re- tendering without assigning any reason.
- 14) The Railway administration reserves the right to either cancel the tender or reject the tenders without assigning any reason.

The brief particulars of the contract and the Bidding Process are as follows in the Key Information Table (KIT) :

Sr. No	Particulars	Details
1.	Description of work	Contract for Development of Gati Shakti Multi-modal Cargo Terminal (GCT) at Khakhrechi (KHXB) Entirely/Partially on Railway Land.
2.	Contract period	35 years
3.	Estimated Cost of Project Work (excluding cost of the land)	Rs.16,65,94,011.55/-
4.	Earnest Money Deposit (@10% of est. project cost)	Rs. 1,66,59,500/-
5	Performance Guarantee	Earnest money will be converted into performance guarantee of the successful bidder.
6.	Email Id	srdcm@adi.railnet.gov.in & srdcmadi@gmail.com
7.	E-Procurement Portal	www.ireps.gov.in
8.	Tender Document Fee	Nil
9.	Date of Uploading of Document	30/06/2026
10.	Pre-Bid Conference	14/07/2026 at 14:00 hrs
11.	Date of opening of tender	31/07/2026 at 11:00 hrs
12.	Submission of Performance Guarantee	Within 21 days of issue of Letter of Award (LOA) further tender accepting authority may grant extension from 21 days to 60 days with a penal interest of 12% per annum.
13.	Signing of Agreement	Within 15 days of submission of Performance Guarantee. This will be the effective date.
14	Validity of the Bid	90 days from the Bid Due date.
15	Tender calling Authority and Address	Senior Divisional Commercial Manager, Ahmedabad- Division, Western Railway, DRM Office Building, Near Chamunda Mata Mandir, Amdupura, PO: Sahijpura-Bogha, Ahmedabad – 382345 Tel/Fax No. 079-2220-1990

SECTION-II: SCOPE OF WORK (MINIMUM INFRASTRUCTURAL FACILITIES)

The scope of work of Development of Gati Shakti Multi-modal Cargo Terminal (GCT) at Khakhrechi (KHXB) Entirely/Partially on Railway Land to be carried out by the tenderer is detailed below along with specifications and estimated cost:

S. No.	Work	Specifications & Drawings	Estimated Cost (Rs.) (As provided by concerned department without any other charge like contingency, Dept charge and GST)
1	Civil Work including - 1. Provision of Platform 700 m x 20m 2. Laying of handling line 750m CSR and shunting Neck 980m CSR. 3. Provision of Pathway= 7.5 m wide X100m The infrastructure mentioned above represents the minimum identified requirements. Any additional clearances from the concerned local authorities, as well as further infrastructure development, may be undertaken based on the developer's requirements and interest.	As per attached type plan	Rs. 15,78,53,454.20/-
2	Approximate OHE modification for connectivity of GCT at Khakhrechi (KHXB)	As per attached type plan	Rs. 69,85,177.20/-
3	Approximate cost of S&T Equipment modification for development of GCT under scheduled-2 at Khakhrechi (KHXB)	As per attached type plan	Rs. 17,55,380.15/-
4	Total Estimated Cost of work (Excluding cost of land)		Rs.16,65,94,011.55 /-
5	Total land lease charges/land licensing fees annually (excluding GST) for Proposed land area is 80,413.8 sqm	As per attached type plan	Rs. 15,02,696/-
6	* Earnest Money @10% (rounding off in 100)		Rs. 1,66,59,500/-

*As per Para 6 of Schedule-2 of GCT policy Earnest Money @10% of the estimated cost

(excluding the cost of land).

***Land Lease Charge:-** The Cost of land license fees as applicable from time to time on the land licensed to the Gati Shakti Cargo Terminal Operator (GCTO) will be levied, modalities of calculating and levying land license fee shall be as per extant rules/Railway Board's Master circular on 'Policy for Management of Railway land' (issued vide Railway Board's letter No. 2021/LML/25/5 dated 04.10.2022 enclosed as amended from time to time.

Note:

- i) The maintenance of the GCT facility will be as per the provisions of "Master Circular on Gati Shakti Multi-Modal Cargo Terminal (GCT) and its amendments from time to time.
- ii) The drawings of the layout and facilities of the GCT to be created shall be jointly prepared by the SS/TI, CMI, SSE/Works, SSE/P-Way, SSE/Electrical, SSE/Signal, SSE/TRD, etc. The same shall be submitted for approval of the DRM based on the consent and recommendations received from the concerned Branch Officers.
- iii) The minimum infrastructural facilities to be developed at the terminal have been decided by railways on the basis of expected traffic and have been mentioned in the above table defining the Scope of work (Section – II). The tenderer should commit to provide these minimum infrastructural facilities in his bid.
- iv) Tenderer should also indicate in his technical offer, any additional facilities that he wants to provide based on his view, made after due diligence conducted by him about the business proposal of the terminal. Tenderer should refer to Para 16 of Schedule-2 of the GCT policy in this regard.
- v) The GCTO will use the material as per Indian railway standard specifications (IRSS). In case specification is not available in IRSS, prior approval will be taken from concerned Railway Officials.
- vi) All items supplied by the bidder should be as per norms and quality of Railway Norms.
- vii) Time frame for completion of work:** Successful bidder shall commence construction within **three (03) months** of the grant of approval of construction, and complete construction within **eighteen (18) months** of the grant of approval. If the bidder fails to adhere to the prescribed time-lines, one extension may be granted with the approval of DRM, up to a maximum of **six months** considering the merits of the case.
 - a. Under exceptional circumstances beyond the control of the bidder, and also considering investment already made by the applicant, DRM may grant a further extension of up to **six months**.
 - b. If the bidder fails to complete the construction even after the lapse of such extensions (as above), the Agreement will be terminated and Performance Guarantee will be forfeited.
 - c. At the time of cancellation of the Agreement, the Railway land shall revert back to Railway.

SECTION III - INSTRUCTIONS TO THE TENDERER

Ahmedabad Division, Western Railway invites Open tender through “Two packet” (i.e. Technical and Financial bid) system of E-tendering from eligible agencies which fulfill qualification criteria as stipulated in the NIT under Section-II.

Note : Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. **Place of work: Khakhrechi (KHXB)**
2. **Period of contract: Maximum Tenure of 35 years**, provided that any of the provisions of the Agreement and/or Policy has not been violated by the GCTO.
3. **Earnest Money:** The tender document must be accompanied with EMD of amount as mentioned in KIT. Earnest Money for participation shall be 10% of the estimated project cost (excluding the cost of land) of the Terminal.
 - 3.1. The earnest money shall be accepted either in cash through e-payment gateway or submitted as Bank guarantee bond from a scheduled commercial bank of India or as mentioned in the tender documents or through net banking or payment gateway through the website www.ireps.gov.in. The earnest money shall be rounded to the nearest Rs. 100.
 - 3.2. The bank guarantee shall be as per **Annexure-V** of the Indian Railways standard General Conditions of Contract, GCC - April, 2022 (Engineering department), as the Earnest money is to be converted to Performance guarantee.
 - 3.3. Further, in the case of submission of EMD in the form of bank guarantee, following shall be ensured:
 - 3.3.1. A scanned copy of the bank guarantee shall be uploaded on e-procurement portal (IREPS) while applying for the tender.
 - 3.3.2. The original bank guarantee should be submitted/delivered in person to the official nominated as indicated in the tender **document before closing date** for submission of bids(i.e. Excluding the last date of submission of bids).
 - 3.3.3. Non-submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original bank guarantee within the specified period shall lead to summary rejection of bid.
 - 3.3.4. The details of the BG, physically submitted, should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid shall be rejected.
 - 3.3.5. The Bank guarantee shall be placed in an envelope which shall be sealed. The envelope shall clearly bear the identification “Bid for the Development of GCT Terminal at Khakhrechi (KHXB)” and shall clearly indicate the name and address of the bidder. In addition, the bid due date should be indicated on the right hand top corner of the envelope.
 - 3.3.6. The envelope shall be addressed to the officer and address as mentioned in the KIT.
 - 3.3.7. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening if the contents of the bid submitted and consequent losses, if any, suffered by the bidder.
4. It shall be understood that the bid documents have been issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting his Bid he will not resile from his/their offer or modify the terms and conditions thereof. Should the Bidder fail to observe or comply with the said stipulation, the bid is liable to be rejected and the aforesaid amount shall be liable to be forfeited by the Railway.

5. For the successful bidder, this Earnest Money shall be converted into Performance Guarantee, while the Earnest Money for unsuccessful bidders shall be refunded 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.
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 tender will be accepted anywhere.
7. **Date of bidding:** As mentioned in KIT and T&C of IREPS .
8. **Late/Delayed Tenders:** Submission of Tenders shall be closed on e-tendering website of IREPS at the date & time of submission prescribed in KIT 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 date of submission. Railway Administration will not be responsible for any delay, internet connection failure or any error in uploading of tender submission. The tenderers 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. **Validity of bid:** 90 days from the date of closing of the bid.
10. Before submitting a Bid, the Bidder shall be deemed to have satisfied himself by actual inspection of the site and that all conditions liable to be encountered during the construction of terminal should taken into account and bidder has read all the provisions in the "Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs)." and its amendments issued from time to time. When the bidding is done, the Bid shall be signed by the individual legally authorized to enter into commitments on behalf of the firm. 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 GCTO.
11. **Submission of Tenders :** The bidders shall submit their offers in two packets in a single stage on IREPS portal, **Technical bid (Packet-A) & Financial Bid (Packet-B).**
 - 11.1. **Technical Bid Evaluation :** Under this evaluation, bidders will be evaluated on the following criteria:
 - 11.1.1. Whether the bidder fulfills the minimum eligibility conditions, as stipulated in the tender document
 - 11.1.2. Whether the proposed plan with GAD/ESP of GCT submitted by the tenderer alongwith the submitted bid fulfills the minimum infrastructural facilities decided by the Division (which has been clearly defined by the Division in this tender).
 - 11.1.3. The first packet (Packet A) shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the tenderers. The technical bids will contain the following information:
 - 11.1.3.1. Complete set of tender documents (Packet A) along with certificates/credentials in support of fulfillment of eligibility criteria.
 - 11.1.3.2. Earnest money & Cost of tender document.
 - 11.1.3.3. A copy of partnership deed/affidavit for proprietorship/ Memorandum and Articles of Association etc. as the case may be.
 - 11.1.3.4. Under no circumstances, the technical bid (Packet A) should contain the rate offered.
 - 11.1.3.5. The technical details and commercial conditions may be read out before the tenderers or their representatives (if required) at the time of opening of tenders and the same shall be evaluated by the Tender Committee. The offers of the tenderers who qualify the minimum eligibility criteria as per the tender document shall be examined further for evaluation. Tenderers who fail to meet the criteria shall not be considered for further evaluation and their bids will be rejected. However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding designs, specifications etc.; discussions shall be held with each individual party/ tenderer after obtaining approval of the Competent Authority.

- 11.2. Financial Bid Evaluation:** If the technical offers are found acceptable, the second packet shall be opened and the tenders shall be processed for finalization in the normal manner (eligible lowest bidder). The contents of the technical bid will be scrutinized and evaluated with respect to qualifying requirements by the nominated tender committee. Thereafter **financial bid i.e. Packet "B"** of only those tenderers shall be opened which have been adjudged technically successful during technical bid evaluation. **The financial bid i.e. Packet B** of unsuccessful bidders shall not be opened.

Bidder will be required to quote the percentage in share of Terminal Charge and Terminal Access Charges (TC / TAC) which they will claim from the Railway for all traffic handled at the Terminal. Eligible bidder asking for the minimum %share or claiming least share of TC / TAC will be awarded the contract, where the quoted % rates will be evaluated as follows:

Illustration -

- i. If a bidder quotes 100%, it shall mean in effect that bidder claims to be allocated 100% of the TC and TAC amount and IR will retain 'Nil' share of the TC/TAC.
- ii. If a bidder quotes 1-99% e.g. 10%, it shall mean in effect that Bidder claims to be allocated 10% of the TC/TAC amount, as GCTO share; and remaining 90% being allocated to the IR.
- iii. If a bidder quotes "0 (Nil)%", it shall mean in effect that Bidder claims to be allocated 'Nil' share in TC/TAC amount, as GCTO share.
- iv. If a bidder quotes in negative, e.g. (-)30%, it means that entire 100% of TC and / or TAC will be retained by IR. Over and above, the GCTO will pay an amount equivalent to 30% of TC and / or TAC to IR.
- v. Thus, if five bids are received with quotes 100%, 30%, 0%, -20% and -40%; in such case, - 40% is the minimum bid, and this bidder shall be awarded the contract.

11.2.1. In case of two (or more) eligible bidders quoting the same percentage, decision to award the contract shall be taken through the draw of lots.

11.2.2. Railway Board reserves the right to change the bidding parameter for the GCTs under Schedule-2 to promote the Rail freight.

- 12.** In case the offer submitted by any of the tenderers is not found suitable after evaluation of technical bid, his earnest money will be refunded.

13. System of verification of Tenderer's credentials

- 13.1.** The tenderer shall submit along with the tender document, documents in support of his/ their claim to fulfill the eligibility criteria as mentioned in the tender document. **Each page of the copy of documents/ certificate in support of credential, submitted by the tenderer, shall be self attested/ digitally signed by the tenderer or authorized representative of the tendering firm.** Self attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "*documents supporting the claims of qualifying the laid down eligibility criteria*", will be considered for evaluating his/ their tender.

- 13.2.** The bidders shall be required to submit an undertaking, certifying the truthfulness of all the documents submitted/ uploaded along with the tender. This shall be mandatory for all the bidders. ***In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected. The standard format of undertaking to be submitted by the bidder is enclosed as Annexure III & IV.*** 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. It will not be obligatory on the part of the Tender Committee to scrutinize beyond the submitted document of the tenderer as far as his qualifying for the tender is concerned.

- 13.3.** 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 Railways, make available all such information, evidence and documents as may be necessary for such evaluation. Any such verification or lack of such verification by the railways shall not relieve the bidder of its obligation or liabilities hereunder nor will it affect any rights of the railways there under.

13.4. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD) and/or Performance Guarantee (PG) of contract forfeited and tenderer shall be debarred for doing business in Indian Railways for 5 (Five) years.

13.5. The Railway Administration reserves the right to reject any or all the tender offers without assigning any reason whatsoever or to accept any tender with a higher offer.

14. Minimum Eligibility Criteria:

14.1. Eligible Firms : The categories of applicants permitted to set-up GCTs, as GCTO, shall be as under:

Category	Supporting Documents (self-attested copies to be submitted/ uploaded)
a. Individual/ Sole Proprietorship Firm	1. PAN. 2. TAN (in case of Sole Proprietorship Firm only)
b. Hindu Undivided Family (HUF)	1. PAN. 2. Notarized Affidavit declaring that the signatory is the 'Karta' of the HUF and has the authority, power, and consent of other members
c. Partnership Firm	1. PAN and TAN 2. Notarized copy of the Partnership Deed/ Partnership Deed registered with the Registrar 3. Notarized or registered copy of Power of Attorney in favour of the individual to sign on behalf of, and to create liability against the firm
d. Company registered under Companies Act 2013	1. PAN and TAN 2. Memorandum of Association (MoA)/ Articles of Association (AoA) 3. Certificate of Incorporation 4. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the company 5. Resolution of the Directors of the Company, permitting the company to set up and/or operate a GCT
e. Limited Liability Partnership (LLP)	1. PAN and TAN 2. LLP Agreement 3. Certificate of Incorporation 4. Notarized or registered copy of Power of Attorney in favour of individuals to sign on behalf of, and to create liability against the LLP.
f. Registered Society/ Registered Trust	1. PAN and TAN 2. Certificate of Registration 3. Memorandum of Association of Society/ Trust Deed 4. Rules & Regulations of the Society 5. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the Society/ Trust
g. Joint venture (JV)/ Consortium	1. JV/ Consortium Agreement 2. Name and authorization of lead member (Note : On receipt of approval of Railway Administration for setting- up and/or operation of GCT, JV/Consortium shall have to convert into a legal entity — Firm/ Company/ LLP. Agreement shall be entered into by RA with the above legal entity only.)
h. Govt/Semi-govt agencies and statutory bodies under Central/State govt. (including Development Authorities and municipal bodies) shall also function as GCTO, to set up new cargo Terminal	1. PAN and TAN

Note: If it is NOT mentioned in the submitted tender that the tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

14.2. All approvals of GCTs shall be processed in accordance with the timelines prescribed in Schedule '2' of GCT Policy for GCTs located partially or completely on railway land, as per the provisions of the GCT Policy .

14.3. The Divisional Railway Manager (DRM) of the concerned Division will serve as the Nodal Officer for all matters related to the establishment and/or operation of Gati Shakti Cargo Terminals (GCTs).

14.4. Essential Eligibility Criteria:

S. No.	Eligibility Criteria	Mandatory Condition	Supporting Documents
1	Experience	<p><u>Applicant shall have at least Two Years experience in manufacturing, transportation, or logistics and related business.</u></p> <p><u>Related business</u> for this purpose shall be experience in Terminal Management Company handling Railway/Port/Road/ Air Cargo operations or as Container Train Operator/ Automobile Freight Train Operator/ Special Freight Train Operator or as Railway Consignor or Consignee or as Logistic Service Provider related directly with transportation through rail/road/air mode or as Freight Forwarder or as Authorized freight/goods handling agents of the consignors or consignees</p>	<p>Registration Certificate as Manufacturing unit, Transportation firm, Logistics and related business unit.</p> <p style="text-align: center;">OR</p> <p>Work experience certificates from private individuals shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>In case the tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.</p>
2	Net worth	Net worth of the applicant shall be at least fifty percent (50%) of the estimated cost of construction (as per the minimum infrastructural facilities determined by the Division).	The tenderers shall submit requisite information as per Annexure VII along with copies of Audited Balance Sheets of last three FY duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet.
3	Right on land (For GCT partially on Railway and partially on non-Railway land)	For GCTs planned to be developed partially on Railway land and partially on non-Railway land, the bidder should have acquired the right on land (of sufficient size) contiguous to identified land parcel - either through ownership, or through lease, or through consent-letter(s) from actual land-owner(s) duly indicating their willingness to provide land to the bidder in case the contract is awarded to him.	The bidder should have acquired the right on land (of sufficient size) contiguous to identified land parcel - either through ownership, or through lease, or through consent letter(s) from actual land owner(s) duly indicating their willingness to provide land to the bidder in case the contract is awarded to him.

15. Award of contract: The offer has to be made as the percentage of Terminal Charges and Terminal Access Charges which the bidder will claim from the Railway for all the traffic handled at the Terminal.

15.1. Eligible bidders asking for the minimum % share or claiming least share of TC /TAC will be awarded the contract.

15.2. In case of two (or more) eligible bidders quoting the same percentage, the decision to award the contract shall be taken through the draw of lots. The lots shall be drawn in the presence of eligible tenderer(s) or their authorized representative(s), to which tenderers should have no objection. The whole process of drawing lots would be video-graphed.

- 15.3. Railway Board reserves the right to change the bidding parameter for the GCTs under Schedule-2 of the GCT policy to promote Rail freight.
16. For GCTs established entirely or partially on Railway land, Railway will levy Terminal Charges and Terminal Access Charges similar to those being levied on Railway goods-sheds. These Terminal Charges and Terminal Access Charges will be shared with the GCTO according to the quoted bid percentage (as mentioned in para 11.2 of this tender document).
17. **Eligible Applicant:**
- 17.1. The Bids for this contract will be considered only from those Bidders 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 the whole contract.
- 17.2. A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a JV. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process:
- 17.5.1. If a Bidder or his 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;
- 17.5.2. If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting 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."
- 17.5.3. 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.
18. **Participation of Joint Venture (JV) Firms in Tender**
- 18.1. Separate identity/name shall be given to the Joint Venture.
- 18.2. The number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 18.3. A member of a JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same contract.
- 18.4. The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent members or any person authorized by JV through Power of Attorney to submit tender.
- 18.5. Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.
- 18.5.1. Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 18.6. A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. **(MoU Format is enclosed as Annexure -XI)**

- 18.7.** Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 18.8.** Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 18.9.** Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions. Sr. Divisional Commercial Manager, Ahmedabad Division, Western Railway on behalf of the President of India.
- 18.10.** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 18.11.** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, the contract is liable to be terminated. In case the contract is terminated, the railway shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the GCTO under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 18.11.1.** Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity 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 or part thereof.
- 18.11.2.** Duration of the Registered Entity- It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 18.11.3.** Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 18.12.** Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 18.13.** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.
- 18.14.** Documents to be enclosed by the JV alongwith the tender:
- 18.14.1.** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
- 18.14.1.1.** A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- 18.14.1.2.** A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- 18.14.1.3.** A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

- 18.14.1.4.** An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- 18.14.2.** In case one or more members is/are HUF, the following documents shall be enclosed:
- 18.14.2.1.** A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- 18.14.3.** In case one or more members of the JV is/are companies, the following documents shall be submitted:
- 18.14.3.1.** A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- 18.14.3.2.** The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- 18.14.3.3.** A copy of Certificate of Incorporation
- 18.14.3.4.** A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.
- 18.14.4.** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
- 18.14.4.1.** A copy of LLP Agreement.
- 18.14.4.2.** A copy of Certificate of Incorporation of LLP
- 18.14.4.3.** A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- 18.14.4.4.** A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- 18.14.4.5.** An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- 18.14.5.** In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:
- 18.14.5.1.** A copy of Certificate of Registration.
- 18.14.5.2.** A copy of Memorandum of Association of Society/Trust Deed.
- 18.14.5.3.** A copy of Rules & Regulations of the Society
- 18.14.5.4.** A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- 18.14.6.** All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
- 18.14.7.** All other documents in terms of the tender document..

19. Participation of Partnership Firms :

- 19.1.** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 19.2.** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firms should have either been registered with the Registrar or the partnership deed should have been notarized prior to the date of tender opening as per the Indian Partnership Act, prior to submission of tender.
- 19.3.** Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / GST number in its own name and PAN / GST number in the name of any of the

constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

- 19.4.** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the essential eligibility criteria should not get vitiated. The re-constitution of a firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firms after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such a firm, then it will be considered a breach of the contract conditions and the contract may be terminated by Railways.

- 19.5.** A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 19.6.** The tender form shall be submitted only in the name of the partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
- 19.7.** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee etc. shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 19.8.** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 19.9.** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

19.9.1. Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

19.9.2. Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract and the contract may be terminated by Railway.

19.9.3. Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

19.9.4. No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

- 19.10.** The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

19.10.1. Notarized copy of the Partnership Deed/ Partnership Deed registered with the Registrar.

19.10.2. Notarized or registered copy of Power of Attorney in favour of the individual to sign on behalf of, and to create liability against the firm.

19.10.3. An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any

Concealment /wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

19.11. Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm shall be judged based on satisfactory fulfillment of the eligibility criteria laid down in the tender document.

19.12. 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.

20. Monitoring and completion of the work:

20.1. Monitoring of construction work will be done by a committee consisting of SS/TI, CGS/CMI, concerned SSE (Works) & SSE (Electrical). CMI will be convener of the Supervisory Committee. It will be obligatory for the GCT Operator (GCTO) to submit Monthly works progress report to Sr. DCM by 7th of every month duly signed by above committee. However, this committee may be changed later on with the approval of DRM.

20.2. After the completion of work (as per scope of work prescribed in LOA), the GCTO will submit a work completion report to Sr. DCM.

20.3. After the GCT is constructed and commissioned, for the entire contract period, the GCTO will be responsible for maintaining all the common user facilities thus created including the Railway complex.

20.4. Responsibility for maintaining the track and signaling equipment shall be as per the provisions of para 7 of GCT Policy and its amendments from time to time. Responsibility of maintaining loading/ unloading wharf(s), roads, drainage, etc, shall rest with the GCTO.

20.5. GCTO shall also be responsible to ensure that the entire infrastructure of Terminal is properly maintained and is duly upgraded/ replaced at the end of codal life, as per Good Industry Practices.

20.6. In case it is noticed that any activity of the Developer is in contravention to the guidelines / Agreement, Railway may impose penalty on the Developer. The quantum of penalty shall be decided on the basis of gravity of the irregularity, and shall not exceed the following:

Instance of irregularity	Penalty
First irregularity	Penalty up to Rs. 25,000/- with the approval of Sr. DCM.
Second/third irregularity within a year	Penalty up to Rs 50,000/- with the approval of Sr. DCM.
Fourth or subsequent irregularity within a year	Action may be initiated as per para no. 21 of this document.

The aforementioned penalties shall be imposed with the approval of Sr.DCM. Appeal against the penalties so imposed may be preferred to the DRM, who shall decide the matter duly considering the facts of the case and the corrective action taken by the Developer.

21. Termination of the Agreement:

21.1. Subject to the provisions in the Agreement, Divisional Railway Manager (DRM) may terminate the Agreement with a GCTO operating a GCT in the event of any serious irregularity committed by the GCTO. This may include any grave breach of the terms and conditions of the Agreement, any default by GCTO, violation of The Railway Act, 1989, or commission of an unlawful act which is not in-line with Good Industry Practices.

21.2. Before terminating the Agreement, Sr.DCM with approval of DRM shall first issue a Show Cause Notice, informing GCTO to submit representation within 30 days. If no response is received, or if the response of GCTO is not satisfactory, a written Notice of Termination specifying a grace period of 180 days shall be given to the GCTO, by Sr.DCM with the approval of DRM. However, if no reply to the Notice for Termination is received within 180 days of the issue of Notice for Termination, the Agreement with GCTO will stand terminated and the same shall be communicated by Sr.DCM to GCTO. No termination payment shall be made by Railway to the GCTO.

21.2.1. If the GCTO submits a reply within 180 days, DRM will take further course of action on the merit of the case.

21.3. The GCTO will also have the right to terminate the Agreement by giving a notice of 180 days to the Divisional Railway Manager (DRM) in the event of any difficulty faced by the GCTO in smooth functioning of the Terminal for reasons attributable to Railway as laid down in the policy, or for any other reason internal to the GCTO. No termination payment shall be asked by Railway from GCTO.

21.4. Any dispute arising out of this Agreement will be resolved through the Dispute Resolution Mechanism as prescribed under schedule '4' of the policy of 'Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs).'

22. Power To Terminate Agreement, If Traffic Insufficient:

22.1. Notwithstanding anything contained in the Agreement, the Railway Administration shall be entitled, in the event of the Railway Administration being of the opinion that the Applicant's traffic over the terminal is insufficient to justify the retention of terminal by the Applicant of which the 'Divisional Railway Manager' of the Railway Administration will be the sole judge to terminate this Agreement by giving to the Applicant not less than 6 (six) months' notice in writing of the Railway Administration's intention to terminate this Agreement and on the expiry of such notice, this Agreement shall stand terminated.

22.2. The termination of this agreement under the provisions of this Clause shall be without prejudice to any rights or remedies to which the Railway Administration will be entitled to, in respect of any acts, matter or things arising before such termination.

23. Power To Close The Portion Of The Terminal Within Railway Land Colored Red In The Annexed Plan Or Work It For Public Traffic:

23.1. In the event of the Railway Administration deciding in the public interest to close the terminal or any part or extension thereof or to work the terminal or any part or extension thereof for public traffic as part of the railway system (the decision of the Railway being final in this case and the service of the notice as hereinafter stated shall be conclusive evidence of the same) the Railway Administration may terminate this Agreement by giving to the Applicant 6(six) month's previous notice in writing of such decision and on the expiration of such notice this Agreement shall terminate.

24. Power To Stop Traffic And To Terminate Agreement In Certain Events:

24.1. The Railway Administration shall have the absolute right to refuse at any time to allow their rolling stock to go on or be used upon the Terminal or any part or extension thereof and shall also be entitled to determine this Agreement at any time after the happening of any of the following events:

24.1.1. In the event of the Applicant failing to deposit within the time fixed for the purpose any sum of sums required to be deposited under the provision of these presents or according to any direction of the Railway Administration.

24.1.2. In the event of the Applicant failing to pay any other sums payable to the Railway Administration under this Agreement or any other charges payable to the Railway administration in respect of the terminal or the use thereof within one month after the due date of payment or in the event of a due date not being specified then within one month after service of a written-demand for payment.

24.1.3. In the event of the Applicant failing to comply with any requisition of the Railway Administration to remove or repair any defect which in the opinion of the Railway administration may endanger the working and safety of the terminal within such time as shall be fixed by the Railways Administration for the purpose.

24.1.4. In the event of the Applicant ceasing for a consecutive period of 3 (three) months to use the terminal or any part for extension thereof for the Applicant's own traffic in connection with the Applicant's Works.

24.1.5. In the event of the Applicant contravening the provision of Weighbridge.

24.1.6. In the event of the Applicant failing to observe or perform any other obligation on his part herein contained.

24.1.7. In the event of the terminal becoming dangerous or defective by reason of any act of God or other act or circumstances for which the Railway Administration is not responsible.

24.1.8. In the event of any branch line. terminal or part or extension thereof, connecting the terminal or any part or extension thereof with the Railway system, becoming dangerous or defective for any reason whatsoever and whether such branch line terminal part or extension shall belong to the Applicant or to any third person.

24.1.9. In the event of any branch line, terminal or any part or extension thereof connecting the terminal or any part or extension thereof with the Railway system, being closed by the Railway Administration under any powers which the Railway Administration may possess whether by status or by Agreement with third persons or closed by order of the Government of India or any State Government.

The Applicant shall have no claim whatsoever against the Railway Administration in respect of any refusal by the Railway Administration to allow their rolling stock to go on or be used upon the terminal or any connected Terminal or branch line in any of the aforesaid events.

Provided always that on the happening of any of the events mentioned in sub-Clauses above, the Railway Administration shall not exercise the power conferred upon it by this Clause unless 14 (Fourteen) days' previous notice has been given in writing requiring the Applicant to comply with the demand or requisition as the case may be of the Railway Administration and the Applicant has failed to comply with the Same within the time specified in such notice.

No notice shall be required to be given in the cases specified in the other sub-clauses of this clause.

25. Termination of Agreement on Death, Insolvency etc.: This agreement may be determined by the Railway Administration without prior notice at any time after the happening of any of the following events:

- 25.1.** In the event of the death of the Applicant, if he is an individual person.
- 25.2.** In the event of a partition of the Joint family properties, if the Applicant is a Joint family governed by the Mitakshara School of Hindu Law.
- 25.3.** In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.
- 25.4.** In the event of Applicant becoming insolvent or going into liquidation either voluntarily or under an order of a competent Court.
- 25.5.** In the event of the Applicant's interest in the works becoming wholly or partially vested in some other person.
- 25.6.** In the event of the Applicant contravening the provision of Para 27 hereof.

26. Consequence of Termination Under any of the above clauses under the clause of "Termination of Agreement" above:

- 26.1.** On termination of this agreement under provisions of above clauses, thereof, the Railway Administration shall be entitled to disconnect from their Railway, the portion of the said terminal within the Railway land (colored red on the said plan) at the cost of the Applicant and take up and remove the same and the appliance connected therewith and dispose of the materials thereof as they may think fit rendering to the Applicant surplus (if any) to arise from such disposal after first defraying and reimbursing there at all costs and expenses on and incidental to such taking up, removal and disposal and all sums owing to them by the applicant under the terms of this Agreement or for freight or carriage.
- 26.2.** Provided always that the Railway Administration shall at all times have lien on the portion of the said terminal within the Railway land (colored red in the said plan) and appliances connected therewith and materials thereof for all sums owing to them from the Applicant under the terms of this agreement or for freight or carriage. The Applicant shall have no claim whatsoever against the Railway Administration in respect of termination of this agreement whether under any of the provisions of those presents or in any manner not provided for by those presents.

27. Agreement To Bind Applicant Until Terminated By The Railway Administration

- 27.1.** Until terminated by the Railway Administration or unless and until the person or persons in whom the entire rights and interests of the Applicant have vested and with whom the Railway Administration has agreed to enter into a Cargo Terminal Agreement has executed and registered such Agreement in the same form as these presents or in such other form as the Railway Administration may require as provided above, this Agreement shall be binding upon the Applicant and the successors in title or interest of the Applicant in the Applicant's work
 - 27.1.1.** Provided that the Applicant may by giving 6 (six) months' notice to the Railway Administration, discontinue the use of the terminal In such event, the Applicant shall not be liable for the payment of maintenance and other charges under the Agreement for the period subsequent to the date of expiry of the said notice, but nevertheless all other obligations under the Agreement shall binding on him.
 - 27.1.2.** Provided further that the Railway Administration has the right without assigning any reason to terminate this Agreement on 6 (six) months' notice.

28. Applicant To handover/revert back Railway land along with entire Infrastructure developed on it Within a Month of Termination:

On termination of this Agreement Railway land along with the entire infrastructure developed on it by the bidder shall revert back to Railways on as-is-where-is basis within a month of termination, without payment of any compensation.

29. Right to Charge Interest on Money Due Hereunder To The Railway Administration:

Notwithstanding anything contained in the foregoing Clauses above, the Railway Administration shall have the right to charge and recover from the Applicant interest at such rates, as may be fixed by the Railway Administration from time to time on any or all sums payable by the Applicant under the terms thereof, if such sums are not paid within one month from the due date and if no such date is fixed, within one month from the date on which a written demand is made by the railway Administration.

30. Right of Deduction Of Money Due To The Railway Administration:-

The Railway Administration shall have the right to deduct from any amount which may become payable by the Railway Administration to the Applicant or to the legal representative of the Applicant any money due from the Applicant to the Railway Administration under these presents un for freight, haulage or other charges or otherwise in connection with the construction, maintenance or working of the terminal.

31. Service Of Notices On Applicant:

The Applicant shall maintain a proper office to which all letters, notices, demands and other communications intended for the Applicant may be sent and every notice, demand or other communication which shall be delivered at or sent by Registered Post to such office shall for all purposes whatsoever be deemed to have been validly and effectively delivered to the Applicant.

32. Exercise Of Powers:

Subject as otherwise provided in this agreement, all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Railway Administration the agreement signing authority or his authorized representative

33. Alteration/Variation Of The Agreement:

Except as hereby provided any verbal or written arrangement or abandoning varying or supplementing this Agreement or am of the terms hereof shall be deemed conditional and shall not be binding on the railway administration unless and until the same is endorsed on this agreement or incorporated in a formal instrument and signed by the parties hereto and till then the Railway administration shall have the right to repudiate such arrangement.

34. Applicant Not To Transfer Rights:

34.1. The Applicant shall not be entitled to assign or transfer or subject or permit to be used or enjoyed by any other person in any manner whatsoever any of the rights or benefits conferred upon the Applicant by these presents and any purported assignment transfer or subletting or permission shall be void and of no effect Provided also that in the event of any other person being permitted by the Railway Administration to use the terminal on the Applicant's request or otherwise the Applicant shall remain responsible to the Railway Administration for all the charges and obligations under this Agreement.

34.2. Provided, however, that if the Applicant shall desire to transfer the Applicant's Works to any person or if the applicant being a Company shall go into liquidation and such intended transferee or the liquidator of the Company shall desire the use and benefit of the terminal than subject to the under mentioned conditions being complied with the Railway Administration may at its discretion on the written request of the Applicant and of the intended transferee or liquidator made prior to the transfer or within one month after the commencement of the liquidation as the case may be and after production by the transferee of the registered Deed of Transfer of the Applicant's Works or after proof by the liquidator of this intention to carry on the Company's business for the purpose of the liquidation proceedings, allow the transferee or liquidator the use and benefit of the terminal. The conditions above mentioned are the following:

34.2.1. That the liquidator shall be approved by the Railway Administration, but such approval will not unreasonably be withheld.

34.2.2. That the liquidator shall duly sign and register a Cargo Terminal Agreement in the same form as these presents so far as then applicable or in such other form as the Railway Administration may then require.

34.2.3. That the applicant, Railway Administration and transferee shall duly execute an agreement of assignment as may be prescribed by the Railway Administration.

35. Cost of Execution Of Agreement:

All expenses in drawing up the Agreement and the cost of stamping and registration shall be borne by the GCTO's. "Money receipt obtained from the Registration Office should be handed over to the Railways for collection of registered agreement which shall remain in the custody of Railways. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant.

36. Agreement period:

The period of Agreement shall be signed for thirty-five (35) years, provided any of the provisions of the Agreement and/or Policy has not been violated by the GCTO.

37. Incentives under the scheme

37.1. The incentive to the GCTO shall be in the form of a share in the Terminal Charges (TC) and Terminal Access Charges (TAC) for all the inward and outward eligible rakes dealt at the GCTO for the period of contract.

37.2. The TC & TAC due to the party for a month shall be paid in the succeeding month. GST liabilities, if any on the payment of TC & TAC to the GCTO shall be borne by the GCTO.

37.3. The payment of Terminal Charges and Terminal Access Charges shall start only when the minimum infrastructural facilities, as agreed upon mutually between railways and the GCTO have been completed.

37.4. 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.

37.5. Subject to the provisions of para 14 of this Schedule '2' of GCT Policy, GCTO will be free to create infrastructure and/or to provide value-added services/ facilities (such as warehousing, processing, packaging, etc.) provided that such infrastructure/ value-added services/facilities, if created, shall be available to all users of the GCT without discrimination of any sort. However, if some value added facility created on Railway land cannot be used by more than one user simultaneously, then the Operator may deny the use of such facility - which is under the occupation of one user - to other users. This is essential to avoid the damage of the different grades of material due to mixing. However, in such cases intimation must be given to the Divisional Railway Manager.

37.5.1. GCT will also have the authority for deciding the user charges/ fees for value-added services/facilities as per market conditions - without any interference from the Railway. However, the use of value-added services/ facilities will be optional and no customer will be forced to use those services or to pay for them. Such value-added services/ facilities shall conform to Good Industry Practices.

37.5.2. GCTO shall not sublease/ sub-license/ mortgage Railway land, and shall not create any third-party encumbrance on Railway land.

37.5.3. For any value-added service/ facility developed on Railway land, GCTO can use the facility for traffic handled by other modes of transport after passage of two years from commissioning under the condition that the Railway Traffic handled by the terminal in the previous year is more than 2,50,000 Tonnes. Railway reserves the right to undertake any inspection of the Terminal to safeguard its interests and to direct the GCTO to discontinue such activities if such activities are detrimental to Railway's cargo business, failing which the Agreement may be terminated. For avoidance of doubt, such termination will be treated as default by the GCTO.

37.5.4. The responsibility of obtaining all statutory and environmental clearances for such value-added services, if required, shall rest solely with the GCTO. Any violation of statutory compliance will invite merit for termination clause of the Agreement on GCTO's default. Any liability/ default created by such violation will be the sole responsibility of the GCTO, and Railway will not be responsible for this.

37.6. GCTO shall use Railway land for activities related to Railway cargo business only. If the GCTO indulges in any commercial activity not related to Railway cargo business on Railway land or fail to adhere to the provisions of para 37.5 above and its sub-paras, the Agreement for GCT may be terminated without any compensation/ termination payment to the GCTO. For avoidance of doubt, such termination will be treated as default by the GCTO. In case of any dispute whether any activity is related to Railway cargo business or not, the decision of the nodal officer (i.e. DRM) shall be final and binding on the GCTO.

37.7. The GCT located completely or partially on Railway land will remain a common-access facility, and GCTO shall ensure non-discriminatory access for all rail-customers/ potential customers to such Terminals. The GCTO will not prevent any rail-customer/ potential customer from accessing the Terminal (provided the facilities for handling their cargo exists at

the terminal). Road access to the GCT will not be blocked by the GCTO. However, if some value added facility created on Railway land cannot be used by more than one user simultaneously, than the Operator may deny the use of such facility - which is under the occupation of one user - to other users. This is essential to avoid the damage of the different grades of material due to mixing.

37.7.1. All handling (loading and unloading) of cargo at a GCT shall be done by the GCTO (or any agency appointed/ authorized by him), for which handling-charges/ fee, as decided by the GCTO, may be charged. Handling charges/ fee for shall be fixed in a nondiscriminatory manner, and shall conform to Good Industry Practices.

37.7.2. No Wharfage shall be levied by Railway for storing/ stacking of goods on land leased/ licensed to the GCTO.

37.8. GCTO will have the permission to expand the Terminal further by acquiring/ leasing the adjacent non-Railway land. However, any such acquisition/leasing of additional land will have to be managed by the GCTO through his own resources. Railway will not charge any Land License Fees/ Land Lease Charges for the additional non-railway land acquired by the GCTO.

37.8.1. In such cases, the levy of Terminal Charges and Terminal Access Charges - and their sharing with the GCTO - will continue as before as per the decided principle.

37.9. Railway land shall be leased to the GCTO and the GCT Agreement shall be signed for a maximum tenure of 35 years or as per guidelines under Railway Board 'Policy for Management of Railway Land dated 04.10.2022' (as modified from time to time). At the time of expiry/termination/cancellation of Agreement, the Railway land shall revert back to Railway.

37.10. A joint team (comprising of Sr.DOM, Sr.DCM, Sr.DEN, Sr.DSTE & Sr.DEE/TRD) shall inspect the GCT at least once a year to ensure that there is no breach of Agreement or policy provisions by the GCTO. In addition, inspections may also be conducted by Railway officials as per the provisions of para 37.5.2 and 37.6 of this tender document. If any breach/violation on part of the GCTO is detected during these inspections, Railway shall take action as per para 21 of this tender document.

38. Electricity and Water Charges during construction and after commissioning

During construction of GCT, all the switches, MCBs, cables, pipes etc. will have to be provided at his own cost by the GCTO. GCTO may arrange electricity and water from outside agencies. If GCTO opts for water and electric connectivity from Railway, a separate electric meter and flow meter for electricity and water respectively will be installed by GCTO 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 GCTO has to extend connection at his cost. After construction and for the entire period of contract, GCTO may or may not choose the electricity and water connection facility from the Railway. If he opts for these facilities from Railway, the charges of the same will have to be paid by him.

39. Tax Liability

The GCTO shall be responsible for all the taxes to be paid to the civic and other 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 extent rules.

40. Complaints and Suggestions

While the GCTO is responsible for ensuring complaint free service, they should also maintain a complaint and suggestion register at the SS office/Suitable place, as directed by Railway administration, which should be made available to the users on demand. 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.

41. Agreement

Following agreements will be signed between Railway Administration and GCTO :

41.1. Land Licensing Agreement: This will be signed between the Sr. Divisional Engineer, Ahmedabad Division, Western Railway on behalf of the President of India and GCTO for the period mentioned in this document.

41.2. GCT Agreement: After the construction is complete, before issue of commercial notification and operation of the GCT by Railway, GCT agreement will be signed between the GCTO and Sr. Divisional Commercial Manager, Ahmedabad Division, Western Railway on behalf of the

President of India and will be executed in the office of the Sr. Divisional Commercial Manager, Ahmedabad Division, Western Railway.

The GCTO 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 GCTO 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 GCTO should indemnify the Railway for the damages caused due to non-compliance to any Stationary law by law or service conditions.

42. Schedule of Payment

- 42.1.** There will be no advance payment. After issuance of approval of construction, GCTO has to execute work as per scope of work. Once work is completed as per the scope of work so mentioned, the GCT will be inspected by a committee of supervisors consisting of SS/TI, CMI and supervisors of concerned departments with CMI being the convener of the committee.
- 42.2.** A work completion certificate will be submitted by the convener of the committee to Sr. DCM. Once the work completion certificate is received, the case of commercial notification will be processed. After the issuance of commercial notification, the rates can be booked to/from the GCT. The payment of TC/TAC will start accruing from the date of issue of commercial notification and will be made as per the provision in GCT policy and its Reimbursement to GCT Operator'.

43. Right of Railway to Deal with Bids:

The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders 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.

- 43.1.** If the bidder(s) expire(s) after the submission of his/their tender or after the acceptance of his/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.
- 43.2.** If the bidder, whose bid has been found to be the lowest evaluation bid, withdraws or whose bid has been accepted, fails to sign the contract as may be required, or fails to provide the performance guarantee as may be required for the performance of the contract or otherwise withdraws from the tendering and construction process, Railway shall cancel the tender, EMD will be forfeited and tenderer will be debarred to do business with Ahmedabad Division for 5 years.

43.3. Employment/Partnership etc. of Retired Railway Employees

43.3.1. Should a tenderer

i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being,

OR

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement,

OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the GCTO be a partnership firm or an incorporated company, to become

a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

43.3.2. In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

43.3.3. Should a tenderer or GCTO being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:- If information as required as per para 43.3 above has not been furnished, contract will be terminated.

44. Omissions & Discrepancies:

Should a Bidder find discrepancies in or omissions from the drawings or any of the Bid Forms or should he be in doubt as to their meaning, he 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 himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

45. Railway Passes

No Railway passes shall be issued by the Railway to the GCTO or any of his employees/workers. Wherever required, the 'authority of entering of Railway premises' shall be provided.

46. Carriage of Materials

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

47. Representation on site:

The GCTO shall, when he is not personally present on the site of the workplace, keep a responsible agent during working hours who shall on receiving reasonable notice, present himself to the Sr. DCM, and orders given by the Sr. DCM or his representative to the agent shall be deemed to have the same force as if they had been given to the GCTO. Before absenting himself, the GCTO shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the GCTO to comply with this provision at any time will entitle the Railway to rescind the contract.

47.1. Relics and Treasures: All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the GCTO shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

47.2. Excavated Material: The GCTO shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the GCTO may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

48. Indemnity by GCTO

The GCTO 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 GCTO, his agents or employees, in the execution of the works wherever applicable or in his 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.

49. Performance Guarantee:

For the successful bidder, the Earnest Money shall be converted into Performance Guarantee.

49.1. The Performance Guarantee shall be refunded in full, six months after the commissioning of the Terminal - subject to clearance of all pending dues of Railway by the GCTO.

49.2. If the successful bidder fails to start or complete the construction of GCT within the stipulated time (including the extensions granted by Competent Authority, if any), the Earnest Money shall be forfeited; and the Railway land shall revert back to Railway on as-is-where-is basis.

50. 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/pandemics, 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 30 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 or delay in performance, and works 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 DRM as to whether the works 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.

51. Illegal Gratification

51.1. Procuring authorities as well as bidders, contractor and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- (a) "Corrupt practice":-making offers solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or during execution of resultant contracts.
- (b) "Fraudulent practice"-any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.
- (c) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the competition Act, 2002 between two or more bidders with or without the knowledge of the procuring entity that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial non competitive levels.
- (d) "Coercive practice": Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract.
- (e) "Conflict of Interest": Any personal, financial or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the contract, which can affect the decision of the procuring entity directly or indirectly.
- (f) "Undue Advantage": Improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder or his allied firm provided services

for the need assessment/procurement planning of the tender process in which he is participating.

- (g) "Obstructive practice:-Materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying,altering or by concealing of evidence material to the investigation or by making false statements or by threatening ,harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or by impeding the procuring entity's rights of audit or access to information.

51.2. Punitive Provisions: Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract,if the procuring entity comes to a conclusion that a (prospective) bidder/contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract,the procuring entity may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement

- (a) Forfeiture or encashment of bid security
- (b) Calling off of any precontract negotiations and
- (c) Rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

- (a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity.
- (b) Forfeiture or encashment of any other security or bond relating to the procurement.
- (c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate.

iii) Provisions in addition to above

- (d) Removal from the list of enlisted contractors and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year.
- (e) In case of anti competitive practices,information for further processing may be filed under a signature of the Joint Secretary level officer,with the Competition Commission of India.
- (f) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Any question or dispute as to the commission of 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.

52. GCTO's Understanding

It is understood and agreed that the GCTO has, by careful examination, satisfied himself as to the nature, scope and location of the works, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the 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.

53. Alterations to be Authorized

No alterations in or additions to or omissions or abandonment of any part of the construction work shall be deemed authorized, except under instructions from Sr. DCM with the approval of DRM. The GCTO shall be responsible to obtain such instructions in each and every case in writing from Sr. DCM.

53.1. Adherence to Specifications and Drawings

The whole of the construction work shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If GCTO performs any act in a manner contrary to the specifications or drawings or any of them and without such reference and approval of Sr. DCM, he shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.

53.2. Provision of Efficient and Competent Staff at Sites by the GCTO

53.2.1. The GCTO shall place and keep on the work at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their

work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

53.2.2. The GCTO shall at once remove from the site any agents, permitted sub-contractor, supervisor, workman or laborer who shall be objected to by Sr. DCM or his representative and if and whenever required by Sr. DCM, he shall submit a correct return showing the names of all staff and workers employed by him.

53.2.3. In the event of Sr. DCM being of the opinion that the GCTO is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the GCTO shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Sr DCM within seven days of being so required and failure on the part of the GCTO to comply with such instructions will entitle the Railway to rescind the contract.

54. Maintenance of work:

The maintenance of the facility will be as per the provisions of 'Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) and amendment slips issued from time to time.

55. For anything not mentioned in the bid document, 'Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) and its amendments up to date shall prevail.

56. Governing Law & Jurisdiction: This Agreement is governed by and shall be construed in accordance with the laws of India. In case of any dispute and difference arises, the Court of the place, where Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

57. Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tender/s in his/their entries should be in ink and must be attested by him/them under full signature and date.

58. In case the tenderer/s quote/s multiple rate, the offer will be treated as incomplete/ ambiguous and shall be summarily rejected. The rates should be quoted up to two decimal places only. If rates are quoted beyond two decimal places, only the first two decimal places will be considered without rounding off. Quoting of rates in any other manner shall be summarily rejected.

59. Additional conditions or deviations if any must be mentioned by the tenderer/s in a separate letter with the technical bid. The Railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions, which are explicitly accepted by the Railway, shall form part of the contract.

60. No Post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Financial offer. Even suo-moto post tender letters of the tenderers shall be treated as NULL & Void.

61. No change in the constitution of the firm / Company/ Partnership firm/ Society shall be permitted after opening of the tender except where necessitated due to the succession law.

62. The tenderer/s shall keep the offer open for a prescribed period of **90 days** from the date of opening of the tender. During this period the tenderer cannot withdraw his/their offer subject to a period being extended further if required by mutual agreement from time to time. It is understood that tender documents have been sold/issued to the tenderer and the tenderer is/are being permitted to tender in stipulation on his/their part that after submitting his/their tender he/they will not be permitted to modify his/her offer or the terms and conditions thereof in a manner not acceptable to the Western Railway. In case a tenderer fails to comply with the foregoing stipulation, the amount deposited as security as due performance of the stipulation and to keep the offer open for the specified period shall be forfeited to the railway. If the tender is accepted, the Earnest Money shall be converted into Performance Guarantee.

63. No interest is payable upon the Earnest Money and Performance Guarantee or amount payable to the GCTO under contract.

64. The GCTO shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under:

- Contractor Labour (Regulation and Abolition) Act 1970
- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Apprentices Act, 1961
- The Workmen's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952

- “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”
- Employees State Insurance Act, 1948
- Employees Pension Scheme, 1995
- Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and Construction of Dry Latrines (Prohibitions) Act, 1993
- Solid Waste Management Rule, 2016.
- The minimum wages rate shall be calculated as per latest notification by Ministry of Labour & Employment, Government of India, Office of The Chief Labour Commissioner (C), New Moradabad regarding fixation of Minimum wages.
- Guidelines issued by NGT from time to time.
- The GCTO shall also fulfill any other required legal obligations as part of this contract.

65. Policy Governing the Contract :

- 65.1.** Except where specifically stated otherwise in the tender documents, the work is to be carried out in accordance with ‘Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) and its amendments issued till date.

66. General Conditions:

- 66.1.** Applicant GCTO will be solely responsible for (a) arranging acquiring ownership/ lease licensing of non-Railway land for the development of GCT, (b) all statutory and non-statutory clearances from other government departments and statutory bodies, and (c) payment of all charges, taxes/GST, surcharges, cess, levies, etc. related to transportation and handling of cargo.
- 66.2.** Income Tax / TDS: Under Section 194-C of the Income Tax Act 1961, deduction of 2% plus surcharge as applicable on Contract will be made on the bills paid to the GCTO as share of TC and TAC.
- 66.3.** The capital cost of the GCT, security of assets, maintenance of assets, cost of electrification, Handling of wagons in GCT, C&W maintenance facilities, authorized users, commodities permitted, engine-on-load scheme, charging of commercial staff, provision of weighbridge, installation of FOIS and TMS etc. will be as per the provisions of GCT Master policy and its amendment from time to time.
- 66.4.** Unless otherwise mentioned in the tender conditions, all 'Commercial and Operating rules' as applicable for a goods-shed for booking, supply and delivery of goods shall be applicable at GCTs. All GCTs are required to function round the clock on all days, including Sundays and other holiday
- 66.5.** The GCTO shall be responsible for clearance of all Railway dues, including demurrage charges & land license fee, accrued within the GCT. For the sake of clarity, it is explicitly mentioned that demurrage charges will be borne by the GCTO for demurrage occurring on its own private land or occurring on railway land licensed to the GCTO.
- 66.5.1.** Each case of stabling of a rake on IR network exclusively for want of acceptance by a GCT will be recorded as an instance of non-acceptance. When any rake is stabled on IR network for want of acceptance by a GCT or for reasons attributed to GCTO, Stabling Charges will be levied.
- 66.5.1.1.** The rate of Stabling Charges shall be as per Para 6.0 (Chapter I) of Rates Master Circular/Demurrage-Wharfage Waiver/2016 (as modified from time to time).
- 66.5.2.** Further, in situation of congestion involving stabling of rakes for acceptance by a GCT, Railway Authorities will be authorized to impose loading restriction or quota for an appropriate duration for such a GCT.
- 66.6.** The cost of electricity/ diesel consumed by Railway locomotives shall be borne by Railway.
- 66.7.** The GCTO shall provide at his own cost the level-crossings and ROB RUB/ LHSS for safe passage of trains as well as road vehicles, as per requirement and prescribed norms.
- 66.8.** All level-crossings have to be provided with requisite infrastructure (gate-post, gate-lodge, etc) and have to be manned by GCTO at its own cost.
- 66.8.1.** If the level-crossing becomes due for interlocking, the cost of interlocking shall be borne by the GCTO.
- 66.9.** Maintenance of level-crossings falling on the track being maintained by Railway shall be done by Railway at its own cost, while maintenance of level crossings falling on the track being

maintained by the GCTO shall be done by GCTO (as illustrated in Section III of Schedule 4 of the GCT policy).

- 66.10.** Railway shall reserve the right to grant connectivity to another GCT(s) from the connectivity portion of track, either on Railway land or on non-Railway land, subject to operational feasibility and consideration that the traffic to/from the initial GCT is not disrupted. On receipt of such a proposal, Sr. DOM will first assess if adequate capacity is available for handling traffic of subsequent GCTO. The proposal will be processed only if adequate capacity is available and commissioning of an additional GCT is not likely to impact the traffic of the existing GCT. However, permission to grant connectivity to subsequent GCT shall be given by Divisional Railway Manager if initial GCTO and subsequent GCTO make necessary agreement themselves for sharing the cost and give their consent to Divisional Railway Manager, failing which, the decision of the Divisional Railway Manager will be conclusive and binding on the Applicant as per the mechanism shared below:-

66.10.1. Such portion of the cost originally paid by the initial GCTO to Railway, in respect of sub-grade works, and

66.10.2. The proportionate present market value of land.

66.10.3. GCTO shall be responsible to provide and maintenance of CCTVs at loading /unloading points of the terminal and will provide footage of the same to Divisional Railway Authorities, as and when required.

- 66.11.** The Railway land used for providing connectivity to the Terminal shall remain in possession of Railway, along with the entire infrastructure created on it (as per provisions of para 5.1.2 & 5.1.3 of GCT Policy).

- 66.12.** Railway land where GCT is developed partially or wholly on railway land (except for Railway land provided for the connectivity to GCT as mentioned in para 13 of Schedule 1 & 2 of GCT Policy) will be leased to GCTO - for which modalities of calculating and levying land lease charges shall be as per extant rules/Board's Master circular on 'Policy for Management of Railway land' (issued vide Railway Board's letter No. 2021/LML/25/5 dated 04.10.2022)--as amended from time to time.

- 66.13.** Responsibility for maintaining the track and signalling equipment shall be as per the provisions of para 7 of GCT Policy. Responsibility of maintaining loading/ unloading wharf(s), roads, drainage, etc, shall rest with the GCTO.

66.13.1. GCTO shall also be responsible to ensure that the entire infrastructure of Terminal is properly maintained and is duly upgraded/ replaced at the end of codal life, as per Good Industry Practices.

67. Dispute Resolution

- 67.1.** In case of any dispute arising in the interpretation of the Policy, the decision of DRM will be final and binding.

- 67.2.** Efforts should be made to commission GCTs as per the prescribed time schedules. Preparation of ESPs including marking of Common User facilities (CUFS) should be done diligently so that disputes do not arise at a later date. Once the ESP has been finalised till the formal commissioning of GCT, a monthly statement regarding any dispute/outstanding issue signed jointly by representative of the Division and the GCTO should be prepared and kept on record. In case of no dispute/outstanding issue, the same should be reflected in the monthly statement.

- 67.3.** Further, preparation and signing of the prescribed agreements should be monitored closely by DRM to ensure that the processes are completed before commissioning of GCTs. In order to address any dispute related to this policy, the following process will be followed

67.3.1. There will be a standing dispute resolution mechanism in the Division headed by the DRM. The mechanism would have representation from both the Division and the concerned GCTO.

67.3.2. The dispute resolution shall be done through a standing committee headed by DRM and shall comprise of 03 Railways officers, as nominated by DRM, and 02 representatives of the concerned GCT owners.

67.3.3. For raising any dispute before the standing committee for dispute resolution related to this policy, the GCT Owner shall give a notice along with a detailed representation and relevant documents, and within 15 days of such notice, the meeting of the Standing Committee shall be scheduled.

67.3.4. The Committee shall endeavour to decide the matter through mutual discussion and consensus within 60 days of receipt of notice.

- 67.3.5.** In case during the deliberations, the committee arrives at a consensus, the DRM shall issue minutes, formally signed by all Committee Members including representatives of the GCTO for implementation of decision.
- 67.3.6.** During the pendency of dispute resolution proceedings, both parties shall continue to perform their respective obligations under the Policy and agreement, so far as practicable, to ensure that rail operations and cargo handling activities are not adversely affected.
- 67.3.7.** In case this mechanism fails to resolve the issue to the satisfaction of both the sides, the process as detailed in the succeeding paras will be followed.
- 67.3.8.** However, it is expressly stated that for dispute involving railway land, the Dispute resolution will be governed by the Model Standard land lease agreement for long term leasing of Railway land for Gati Shakti Cargo Terminals / Cargo related facility - issued vide Railway Board Letter No. 2021/LML/25/5 dated 02.06.2023.
- 67.4. Conciliation:** All disputes and differences of any kind whatsoever arising out of or in connection with the construction and operations of GCT/development & operation of CRF shall be referred by the GCTO / CRF developer to Divisional Railway Manager through 'Notice of Dispute.' DRM shall, within 30 days after receipt of the 'Notice of Dispute,' notify the name of conciliator(s) to the GCTO/CRF developer. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of Agreement. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written Settlement Agreement duly signed by Railway's representative (Sr.DCM), GCTO and conciliator(s). When the settlement agreement is signed, it shall be final and binding on the parties. The conciliators shall be paid fee as fixed by Ministry of Railways time to time, which shall be shared equally by the parties. For other issues related with Conciliation, terms and conditions defined under Indian Railways General Conditions of Contract 2020 may be followed.
- 67.4.1.** The parties shall not initiate, during the conciliation proceedings, any reference to arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 67.4.2.** The conciliation shall be carried out as per 'The Arbitration and Conciliation Act, 1996' and the proceedings shall be terminated as per Section 76 of the above Act.
- 67.5. Arbitration:** If the dispute is not settled through Conciliation (as mentioned in para 68.4 of this document), it shall be decided by reference to arbitration. Arbitration shall be carried out as per provisions available for arbitration in Indian Railways General Conditions of Contract 2020 for works contracts, as amended from time to time.
- 67.6. Governing Law & Jurisdiction:** This Agreement is governed by and shall be construed in accordance with the laws of India. In case of any dispute and difference arises, the Court of the place, where Land License Agreement has been made, shall only have the jurisdiction to try such litigation
- 68.** After issue of the Letter of Allotment, the procedure and time-lines — for submission and approval of ESP and other related activities — in accordance with Schedule '1' of the policy shall be followed.

SECTION IV- SPECIAL CONDITIONS OF CONTRACT

In addition to instructions to the tenderers in section-III above, following special conditions shall be binding on the contract:

1. The GCTO should note that only the staff in uniforms as approved by Railway Administration shall be allowed for duty. They must also carry an Identity Card issued by GCTO and as approved by the Railway Administration acting through the Sr. DOM, Ahmedabad Division during Construction Phase and through Sr.DCM/ADI during Operation Phase. Any contractual staff without Identity Card and/or not in uniform shall not be permitted to perform his duties. The workers shall be supplied with sufficient sets of uniforms by the GCTO at his own cost so that they wear them at all time and keep them clean during execution and after execution of siding.
2. GCTO should ensure that staff/ supervisors should not have criminal background. A police verification report in this regard shall be necessary. Antecedent, Aadhaar card details and address of GCTO's labour has to be maintained by the GCTO duly verified by him and should be made available to the Railways on demand.
3. The GCTO shall take at his own cost, as mandated by statutory laws, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the aforementioned works to be carried out and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify the Railways against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which the Railways may be party or fully involved as a result of the GCTO's failure to comply and of the obligation under the relevant act law which the GCTO is to follow.
4. Staff/ labour deployed against the contract shall not indulge in criminal activities, alcohol consumption, smoking, eating pan / gutka etc. on duty failing in which, a fine of Rs. 5,000/- per case shall be imposed.
5. The Railway Administration may provide space for storage of machines and material as per availability for which no rentals for space will be recoverable. However, no extra payment shall be admissible for carriage/ shifting etc.
6. The information and drawing mentioned in the tender documents are being furnished for general information and guidance only. The Railway Administration in no case shall be held responsible for the accuracy thereof or any interpretations or conclusion drawn thereof. The tenderer shall verify such data to his entire satisfaction before quoting the rates.
7. The work shall be carried out in accordance as laid down in the scope of work in the tender form.
8. The work shall be carried out in the manner complying in all respects with the requirements of relevant by laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Railway Administration and nothing extra shall be paid on this account.
9. The GCTO shall comply with all statutory requirements and direction/s of the local or public authority/s or municipality and abide by their rules and regulations and pay all fee and charges, which may be liable.
10. The GCTO shall give due notice to municipality, police and/or other authorities that may be required under the law/rules under force & obtain all requisites licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be paid on this account.
11. The GCTO shall be responsible to arrange at his own cost all necessary tools, plants & machines required for execution of work.
12. No assistance of any kind shall be made available by the department for the purchase of equipment, plants, machines, materials of any kind or any other items required to be carried out in execution of work.
13. The GCTO shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other GCTO(s)/Contractor(s) or by the SS/Concerned in-charge on duty and shall as far as possible arrange his work and shall place and dispose of the material being used so as not to interfere with the operations of other Contractors, or he shall arrange his work with that of the others in an acceptable and co-ordinate manner and shall perform it in proper sequence to the complete satisfaction of SS/CMI.
14. Existing drains, pipes, cables, overhead wires, sewer lines, water lines and other services encountered in the course of the execution of the work shall be protected against the damage by the Tenderer at his own expense. The GCTO shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case of damage to Railway cables / assets, the cost will be recovered from the GCTO.
15. The GCTO shall ensure quality work in a planned and time bound manner. Any sub-standard material/ work beyond the set out tolerance limits shall be summarily rejected by the SS/ TI/ Concerned in-charge on duty.
16. Railway Administration shall not be responsible for any loss of any machines, tools and materials used by the GCTO at site.

17. Safety Gear:

During execution of the work, GCTO shall ensure that all safety precautions are taken by his men to protect themselves and site to prevent any untoward incident. In this regard GCTO will ensure that an adequate number of safety helmets, safety belts, safety jackets with reflective arm band, rope; ladders, emergency light etc. are available at site before the work is actually started. The above list is only indicative and is not exhaustive and safety items will be arranged as per the requirement. Railway reserves the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. The decision of the Railway Administration will be final and binding upon the GCTO. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract. The tenderer must have a "First Aid box" with adequate First Aid items always available at the worksite.

18. Income Tax as per Income Tax Rules will be recovered from the gross amount of the monthly bill payable to the GCTO.
19. In the event of any restriction being imposed by the Railway Administration, security agency, Traffic or any other authority having jurisdiction in the area on the working or movement of labour/ material, the GCTO shall strictly follow such restrictions and nothing extra shall be payable to the GCTO on this account.
20. General Security restrictions are given as under :
 - 20.1. Labour huts/ stay of workmen will not be allowed at site under any circumstances whatsoever.
 - 20.2. GCTO shall engage labor based on his police verification only. Identity cards will be issued by the GCTO at his own cost carrying a passport size photograph of the staff, their signature, a unique identification number, their name, residential address, blood group etc. The identity cards so prepared shall be submitted to the concerned SS/TI for authorization by the Railway Administration.
 - 20.3. As and when there will be security requirements, certain additional restrictions can be imposed as per the requirement of the situation.
 - 20.4. The GCTO shall be responsible for behavior and conduct of his workers engaged by him. No worker with doubtful integrity or having a bad record shall be engaged by the GCTO.
21. No payment whatsoever shall be made for any damage caused by rain, flood or any other natural calamity during the execution of the work. The GCTO shall be fully responsible for any damage to the Govt. Property.
22. The tenderers shall not increase quoted rates in terms of percentage of TA & TAC, in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderers.
23. In case there is difference in value written in words and in figure, the value written in words will be considered.
24. Before commencement of agreement, the Railway authority is at liberty to inspect the tools, plants, machines etc. to be deployed by the GCTO during construction work.
25. 2% Income tax (as applicable) and surcharge (as applicable) on Income Tax shall be deducted from bill and necessary I.T deduction certificate will be issued by Sr.DFM/ Western Railway, Ahmedabad Division.
26. All disputes are subject to the territorial jurisdiction of Courts located in Ahmedabad only.
27. 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.
28. The bidder shall ensure that the bid is complete in all respects and conforms to all the requirements.
29. 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.
30. It would be deemed that by submitting the bid, the bidder 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.
31. Other terms & conditions will be as per GCT policy. In case of any discrepancy found between terms & conditions mentioned in the tender documents and in the condition mentioned in the Master circular on GCT Policy, the latter will prevail.
32. The Railway authority reserves the right of declining/ accepting any tender/cancelling the tender irrespective of highest or lowest rate or splitting/re-tendering without assigning any reason.

- 33.** In case of any ambiguity in the Policy, Guidelines, or Contract Document, the provisions of the latest General Conditions of Contract (GCC) for Works shall apply.
- 34.** The Model Agreement for GCT on Railway Land (partially or entirely) and the Land Licence Agreement, as issued by the Railway Board, shall be governed by the prevailing policies and any amendments thereto issued by the Railway Board from time to time.

Model Agreement for Gati Shakti Multi-modal Cargo Terminal (fully/partially) on Railway Land

**_____ Railway
'Gati-Shakti Rail Multi-modal Cargo Terminal' Agreement**

This **Agreement** is made and executed aton this Day of, 20.....

BY AND BETWEEN

THE PRESIDENT OF INDIA acting through (incorporate name and designation of the officer authorized under Article 299(1) of the Constitution) having its office at (hereinafter referred to as "**The Railway Administration**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the One Part;

AND

..... [hereinafter referred to as ("**Applicant or GCTO**")* which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Other Part.

WHEREAS The Applicant is desirous of having a Cargo Terminal laid by the Railway Administration at _____ from the _____ station yard of the _____ Railway taking off from ;Kilometer No. _____ between _____ station and _____ station of the Railway as shown in red and green on the plan bearing CE's No. _____ hereto annexed for the purpose of carrying on the Applicant's business in the Applicant's premises situated at _____ District _____

AND WHEREAS the Railway Administration is willing to lay the said cargo terminal for the said Applicant upon and subject to the terms and conditions hereinafter set forth.

NOW, Therefore, this Agreement witnesseth as follows:

- 1. Interpretation:** In these presents, unless the context otherwise requires, the following Words and Expressions have the meaning and shall be interpreted as specified, namely-

Words importing the singular number include the plural number and vice versa.

"Person" includes a firm or other association or body of individuals and a Company or other Corporate Body.

"The Railway Administration" means and includes the General Manager for the time being of (name of Zonal Railway) Railway and any officer of the (name of Zonal Railway) Railway authorized by any such General Manager to deal with any matters, with which these presents are concerned.

"The Applicant" means the person named as party hereto of the other part and includes in the case of a firm or other association or body of individuals, the individual person or persons for the time being and from time to time constituting the association or body and, In the case of a company, corporation or body corporate the Successor in business of interest, such company, corporation or body corporate for the time being.

"Works" means the premises belonging to or occupied or used by the Applicant which are connected with the (name of the Zonal Railway) Railway system by the terminal herein before mentioned,

"Undertaking" includes all land, railway lines, works, buildings, engines, rolling stock and other movable or immovable property now or at any time hereafter forming part of or pertaining to the

(name of the Zonal Railway) Railway system as now or hereafter constituted and all engines and rolling stock (whether belonging to the _____ Railway system or not) passing over such system.

"Terminal" Includes the Railway track connecting the Applicant's works with the Railway system, as hereinafter agreed to be constructed by the Railway Administration and all branches and extensions thereof which may hereafter be constructed by the Applicant or by the Railway Administration at the Applicant's request and all sleepers, ballast, embankments, bridges, tunnels, signals interlocking and tele-communication equipment gates, buildings and other constructions, erections, works and movable property constructed / erected / made/ provided or used in connection with the said track and also all land whereon or on part whereof the said track and connected things aforesaid are constructed / erected / made / provided or used including land acquired for the purpose thereof as hereinafter provided and land belonging to the Railway Administration and land belonging to or occupied or used by the Applicant.

The Cargo Terminal shall cover only that portion of track network on which Railway rolling stock will ply. The network utilized by the Company/Party for their internal use shall not form part of the Cargo Terminal defined herein."

"Sub-grade Work" includes the construction of embankments, the making of cuttings and the carrying out of other earth work, the construction of bridges (exclusive of girder works), buildings, platforms, tunnels, culverts, drains and openings and laying out of ballast and all other works necessary to permit the laying and construction of railway track of the terminal and generally all works which have to be abandoned, if the terminal be closed.

"Permanent Way Materials" includes girders, rails, sleepers, fastenings, points and crossings, fencings, signaling, interlocking and telecommunication equipment and over-head structure and any other things connected therewith for electric traction and other machinery (except station machinery) and equipments necessary for working the terminal.

"Legal Representative" means any person who is competent to give the Railway Administration a valid discharge in respect of any money or property which may be payable or deliverable to the Applicant and shall include the executor and administrator of a deceased person, a succession certificate holder, the surviving or continuing partners or members in the case of a firm, association or body of individuals, the certificated guardian if a minor's property, the committee of lunatic, the assignee or receiver of an insolvent's estate, the liquidator of a Company, a receiver and any person legally appointed to represent the estate of the Applicant.

* **Note:** Forms Of Description Of The Applicant –

(Where a single person is the Applicant) "and A.B. (insert full name) of (insert address and occupation)"

(Where two or more persons are Joint Applicants), "and A.B. (insert full name) of (insert address and occupation) and C.D.: (insert full name) of (insert address and occupation)".

(Where a single person trading under a different fee name is the Applicant) "and A.B. (Insert full name) of (insert address and occupation) carrying a business under the name or style of (insert name) at (if the business is carried on at a different address from the address already Inserted then insert such additional address)."

(Where a partnership firm is the Applicant and the names of the partner known), "and A.B. (Full name) and C.D. (full name) carrying on business partnership as (insert nature of business) under the style or firm of (insert name or style of the firm and address).

(Where a partnership firm is the applicant and the names of partners are not known), "and A &Co. (insert name or style of the firm) a partnership firm carrying on business at (insert address) as (insert nature of business)."

(Where an incorporated Company is the Applicant), "A.B. & CO. Ltd. a company incorporated in (Insert country of incorporation (e.g. India, England or elsewhere, as the case may be) and having its registered office at (insert address)" (in the case of a company incorporated elsewhere than in India address) "and its principal office in India at (insert address)".

(Where the Applicant is a joint family governed by the Mitakshara School of Hindu Law), "A.B. (insert full name) for self and as Karta or managing member of the Joint family, governed by the Mitakshara School of Hindu Law, carrying on business under the name or style of (insert name under which the joint family business is carried on) at (Insert address) and C.D.E.F.G.H. etc. (insert full name) being the other adult members of the said Joint family.

2. **Agreement To Construct Gati Shakti Multi-Modal Cargo Terminal (GCT) :**

Subject to the terms and conditions hereinafter contained, the Railway Administration shall at the cost and expense of the Applicant in all respects, construct partly or fully on the land of the Railway Administration and partly or fully on the land of the Applicant of the said Cargo Terminal, from _____ (length of terminal) Kilometers on _____ (name of portion) Branch as shown in red and green on the plan annexed hereto (bearing CE's No. _____) connecting the Applicant's work known as _____ situated at or near _____ in the District of _____ with the system at or near _____ on _____ Railway.

2.1. Railway land where GCT is developed partially or wholly on railway land (except for Railway land provided for the connectivity to GCT as mentioned in para 13 of Schedule 1 & 2 of the "Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) Dated 14/02/2026" and amendment slips issued from time to time will be licensed to GCTO – for which modalities of calculating and levying land license fee shall be as per extant rules/Board's circular on land licensing (2021/LML/25/5 dated 04.10.2022), as amended from time to time. A separate Land Licensing Agreement shall be executed between the Railway administration and the GCTO.

2.2. Time frame for completion of work: Successful bidder shall commence construction within **three (03) months** of the grant of approval of construction, and complete construction within **eighteen (18) months** of the grant of approval. If the bidder fails to adhere to the prescribed time-lines, one extension may be granted with the approval of DRM, up to a maximum of **six months** considering the merits of the case.

2.2.1. Under exceptional circumstances beyond the control of the bidder, and also considering investment already made by the applicant, DRM may grant a further extension of up to **six months**.

2.2.2. If the bidder fails to complete the construction even after the lapse of such extensions (as above), the Agreement will be terminated and Performance Guarantee will be forfeited.

2.2.3. At the time of cancellation of the Agreement, the Railway land shall revert back to Railway.

3. **Capital Cost of GCT**

3.1. The GCTO shall bear the entire capital cost of new GCT from the take-off point onwards, as marked on the Engineering Scale Plan (ESP) at the serving station.

3.1.1. For the connectivity portion of a GCT that utilizes Railway land, including any land specifically acquired by the Railway for this purpose under Clause 17.2 of the policy "Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) and amendment slips issued from time to time, only the minimum essential infrastructure required for train movement will be provided at the GCTO's expense. This essential infrastructure may include track (including necessary bridges and earthwork), Overhead Equipment (OHE), and Signalling & Telecommunication (S&T) equipment as detailed in FM Circular 21 of 2024, (Annexure-B). Any other assets needed for the connectivity that are not directly related to track, signalling, or OHE will be constructed by the Railway at its own cost. In case of any dispute, the decision of DRM shall be final in this regard.

3.1.2. The ownership of infrastructure including the track, signalling equipment and OHE created on Railway land under para 3.1.1 above shall belong to Railway, even though the capital cost for these shall be borne by the GCTO.

3.1.3. Railway shall not levy any Departmental Charges for supervision, inspection and related activities, for the construction of GCT. However, for the terminal where the construction work is done on deposit basis, then all dues charges shall be payable as per the extant deposit work policy. For the terminals already under construction, the charges payable till the date of launch of the GCT policy (i.e. 15.12.2021) shall be paid by the applicant. Departmental charges already paid by the applicant shall not be reimbursed/ adjusted.

- 3.2.** The capital cost for all common-user traffic facilities-CUF (to be marked on the ESP) as defined at para 1.2(viii) of GCT policy and amendment slips issued from time to time, shall be borne by the Railway. Common-user facility (CUF) can be developed at a serving station or at any other location / other than the serving station on railway land (before the take off point); as deemed necessary by the DRM for the smooth train operation. While deciding the CUF, due care may be taken by the division that unwanted facilities not be treated as CUF. For the sake of clarity, only those facilities which are essential for improving train mobility must be covered under CUF.
- 3.2.1.** The GCTO owner, in order to expedite commissioning of his Terminal may also opt for bearing the cost of common user traffic facilities that is to be normally borne by Railways, subject to the condition that:
- 3.2.1.1.** Work shall be executed through Railways approved consultant/contractors.
 - 3.2.1.2.** Ownership of such assets will remain with Railways.
 - 3.2.1.3.** The detailed estimate shall be prepared and vetted by the Division only in instances where the project involves common user facility works.
- 3.2.2.** An amount equivalent to ten percent (10%) freight discount only on the total goods traffic handled (inward as well as outward) in the GCT shall be reimbursed to the GCTO in lieu of bearing the capital cost for common-user traffic facilities. This reimbursement of capital cost to GCTO shall be done after due verification from the Accounts department of the concerned Division - and shall be for a period of ten years or till the recovery of capital cost, whichever is earlier.
- 3.3.** Maintenance and operation of assets created under para 3.2 above for common-user traffic facilities on railway land including staff costs, shall be the responsibility of the Railway.
- 3.4.** The capital expenditure required for augmenting or up-grading the facilities and infrastructure on the connectivity portion from take-off point onwards towards Terminal and within the premises of Terminal shall be borne by the GCTO.
- 3.5.** The connectivity to GCTs shall normally take-off from the existing serving station. However, in case when it is operationally not feasible to provide a connection from an existing serving station, provision of a Block Hut/ Block station (between two existing stations) with required points & crossings and necessary signalling arrangements may be considered, provided it is operationally feasible. This will be done on the request of GCTO.
- 3.5.1.** In such cases, the entire capital cost of the new Block Hut/ Block station and related infrastructure shall be borne by the GCTO. However, ownership of the same shall remain with the Railway.
- 3.5.2.** However, for new GCTs planned to load one million Tonne or more (outward and inward traffic) per annum, the capital cost of new Block Hut/ Block Station will be repaid to the GCTO by Railway.
- 3.5.2.1.** The repayment of capital cost of the new Block Hut/ Block station will be made by Railway through 10% rebate on the outward traffic loaded at the Terminal and in case of inward traffic handled at the terminal reimbursement equivalent to 10% rebate will be made, till such time the capital cost has been repaid to the GCTO. The repayment of capital cost will be done only if the Terminal achieves the target of Freight handling (Inward as well as Outward) of one million Tonne per annum within two Calendar Years of commissioning (excluding the year of commissioning). For example, if a GCT commissioned during calendar year 2026 achieves one million Tonne loading during calendar year 2028, then the repayment of capital cost of new Block Hut/ Block station (through 10% rebate on outward traffic) shall start from 01st April 2029.
 - 3.5.2.2.** This repayment shall be made for the investment made by the GCTO on behalf of Railways. As such, this repayment through freight rebate shall be admissible over and above all other rebates that the GCTO may become eligible for in future.
 - 3.5.2.3.** This provision of repayment shall be applicable only for GCTs for which Agreement between RA and GCTO has not been entered into till the date of issue of this Policy.
 - 3.5.2.4.** If the GCTO is not the consignor / consignee at any such terminal, an amount equal to 10% rebate on the outward / inward traffic shall be reimbursed to the GCTO. The tax liability, if any, for such reimbursement shall lie with the GCTO. The total amount so reimbursed to the GCTO, including the applicable taxes, shall not exceed the amount mentioned in the above para 3.5.2 and its sub-paras.

4. Sub-Grade Work :

The sub-grade work, culverts & bridges, drains, pitching & protection work and ballast supply shall be carried out at the cost and expense of the Applicant either by his own agency or by the Railway Administration on his request. When the works or part of them are carried out by the Applicant, the work shall conform to the Railway Administration's drawings and specifications and shall be executed under the supervision of Engineering staff of the Railway Administration or under the supervision of Approved Consultant.

5. Security of Assets

5.1. The responsibility of security of railway assets over Railway land shall be of Railways. However, the responsibility of security of railway assets outside Railway Land or on land leased/licensed to GCTO shall be of GCTO.

5.1.1. In case of theft of any railway asset on non-Railway land or railway land leased/licensed to GCTO, the maintenance of which is with Railway, the restoration shall be done by Railway but the cost of such restoration shall be borne by the GCTO.

5.1.2. In case of theft of OHE including OHE on non-Railway land or railway land leased/licensed to GCTO, restoration shall be done by Railway but the cost of such restoration shall be borne by the GCTO.

6. Maintenance of Assets

6.1. Maintenance of assets on Railway land (excluding the Railway land leased/ licensed to GCTO), including Track and Signalling Equipment installed on Railway land under para 5.1.1 of the GCT policy, shall be done by Railway at its own cost.

6.2. Maintenance of OHE from the take-off point onward including inside the Terminal shall be done by Railway at its own cost – as this involves safety of men and equipment, and can also impact rail operations outside the Terminal boundary.

6.3. In addition to above, the maintenance of assets (track, bridges, signalling equipment, etc) on non-Railway land including the land leased/ licensed to GCTO, outside the Terminal, may also be done by Railway at its own cost if the GCTO transfers the ownership of these assets to Railway (the ownership of land on which such assets are created shall however continue to be with GCTO). Provided further, this provision shall be applicable only to those GCTs where freight tariff is charged on 'through distance basis.'

6.3.1. In case maintenance of assets, including Track and Signalling Equipment, is being handed over to Railways on migration to this policy by GCTO, the GCTO will ensure that the standards of track and signalling infrastructure being transferred to Railway is in accordance with the prescribed standards for GCTs, as decided by Railways. If any up-gradation/ replacement/ renewal of any infrastructure is required, the GCTO shall bear the cost for the same.

6.3.2. In case of damages to the assets due to accident, etc, the replacement shall be done by Railway. However, if the responsibility of an accident, after an Enquiry (joint enquiry by representatives of Railway as well as GCTO), is fixed on the GCTO – the GCTO shall have to bear the cost of all the replacements. The decision of the Nodal Officer, i.e. DRM, in this regard shall be final.

6.3.3. In case the damage to assets is due to an external cause (floods, breaches, terrorist activity, etc), the cost of restoration shall be borne by the GCTO.

6.3.4. If the GCTO does not agree to transfer the ownership of assets (track, bridges, signalling equipment, OHE, etc) to Railway or freight tariff is not chargeable 'on through distance basis'; the maintenance of these assets – except OHE – shall continue to be the responsibility of GCTO.

6.3.5. Railways shall be entitled to conduct periodic inspections of such GCTs being maintained by the GCTO, for which Inspection Charges will be levied as per the prescribed norms.

6.3.6. GCTO may also get the maintenance done through Railway for such Terminals, in which case Maintenance Charges shall also be levied as per the prescribed norms.

6.3.7. The maintenance of GCT yard, including loading/ unloading lines, shall be the sole responsibility of GCTO. Distribution of the responsibility of track has been explained in Schedule '4' of the GCT Policy.

6.3.8. At such GCTs, Railway shall maintain the signalling equipment till the line-clear/ receipt-despatch arrangement with serving station(s), at its own cost. Maintenance of signalling equipment internal to the Terminal shall be the sole responsibility of the GCTO.

- 6.4. The cost of all subsequent up-gradations (on account of change of technology, standards, etc) shall be borne by the GCTO.
- 6.5. Maintenance of all the infrastructure and equipment inside the GCT which are not to be accessed by Railways' rolling-stock, and maintenance of infrastructure required for loading/unloading (tipplers, hoppers, etc) shall be the responsibility of GCTO.
- 6.6. Schedule '4' of GCT Policy indicates the ownership and responsibility for maintenance of assets for a GCT.

7. Cost of Electrification

- 7.1. In case of new GCT, the entire cost of electrification of the Terminal and the connectivity portion between the take off point and GCT, shall be borne by the GCTO.
- 7.2. While undertaking electrification of the main line and serving station by Railways, the electrification of the existing GCT(s) including the rail-line connecting the Terminal(s) shall be undertaken at the Railway's cost.

8. Handling of Wagons in GCTs:

- 8.1. If any damage and deficiencies is caused to railway wagons due to the fault of the GCTO, the damage and deficiency charges shall be raised by Railway and paid by the GCTO as per the extant rules of Railways.
- 8.2. All tipplers and bulk handling systems used for loading/unloading of Railway wagons shall be provided and commissioned by GCTO at its own cost in accordance with the RDSO's approved specifications. This provision shall however not be applicable on the systems/equipment installed by GCTO which are not to be used for handling Railway wagons (such as conveyor-belts, JCBs, excavators, etc).
 - 8.2.1. GCTO shall ensure that tipplers, bulk handling systems, and mechanized equipment are operated only by the qualified and experienced staff under adequate supervision.
 - 8.2.2. Such equipment shall be regularly maintained and replaced at the end of their codal life by GCTO at its own cost.
 - 8.2.3. In case of any accident/ derailment inside the Terminal or outside the Terminal up to serving station, Railway will provide Accident Relief Train (ART) initially free of cost. Provided further, if the responsibility of accident/ derailment after enquiry is fixed on the GCTO, ART Charges shall be payable by GCTO as prescribed by Railway from time to time. The due Charges will be deducted from the future payments by Railway to GCTO. However, in case no regular payments are being made by Railway to GCTO, on demand from Railway, the GCTO shall pay ART Charges to Railway without any delay.
 - 8.2.4. The accident inquiry as mentioned in para 8.2.3 above shall be conducted by the Railway representatives nominated by DRM. Joint observation for the accident inquiry will be signed by the representative nominated by GCTO. The accepting authority of the Inquiry Report shall be as per extant policy of Indian Railways, whose decision shall be final and binding on GCTO.

9. C&W Maintenance Facilities

- 9.1. If C&W facilities are operationally required at any GCT as per the extant instructions, the capital cost for creating such facilities shall be borne by the GCTO. The regular upkeep, maintenance, any upgrade(s) and replacement of the C&W infrastructure and associated facilities (including tools, machinery, and plants), as per extant norms, shall also be the responsibility of the GCTO. The operational cost of staff, material and associated expenses for Railway-owned Rolling stock shall be borne by Railway. For private rolling stock, operational cost of staff, material and associated expenses shall be borne as per the applicable provisions of the extant agreement under various wagon investment schemes.
- 9.2. For GCTs dealing with POL and other hazardous material, specialized facilities shall be developed and maintained by the GCTO at its own cost, both inside the Terminal and in the Railway yard, as required. All such facilities shall comply with applicable environmental and safety-related statutory and regulatory norms (including PESO, PNGRB, SMPV Rules, and

other mandated safety regulations) to ensure safe handling and to prevent any untoward incident.

10. Authorized Users

- 10.1.** GCTO shall inform Railway about the authorized rail users of the GCT before notification, so that they may be incorporated in the TMS module of FOIS.
- 10.2.** If the GCTO desires to add more rail users subsequently, GCTO shall inform Railway at least seven (07) working days in advance, to enable incorporation of such rail users in FOIS.

- 11. Commodities Permitted :** Unless otherwise specified by Indian Railway, a GCT shall be permitted to book and handle all parcel (full parcel rakes only) and goods traffic - including coal and coke, which shall be as per the guidelines of 'preferential traffic schedule' issued by Ministry of Railways from time to time.

12. Engine-on-Load (EOL) Scheme

- 12.1.** All new GCTs shall be set up on 'charging on through distance basis,' as per the instructions contained in Rates Master Circular on 'Freight on Through Distance Basis issued on 24.09.2014, as modified from time to time.
- 12.2.** All new GCTs charged on through distance basis shall be governed by the Engine-onLoad policy (FM Circular No.16 of 2023 dated 13.12.2023), as modified from time-to-time.
 - 12.2.1.** Railway may permit commissioning of a new GCT (or migration of an existing terminal to this policy) on non-EOL and/or non-through distance basis with the approval of DRM, if these are not operationally feasible.

13. Charging of Commercial Staff

- 13.1.** No cost of commercial staff will be charged from the GCTO w.e.f the date of issue of this policy. However, for existing Terminals (where PFT/ Private Siding Agreement has already entered into between RA and operator before the issue of this Policy) where cost of commercial staff has already been deposited by the GCTO, there shall be no refund on migration to the GCT. Further, dues of commercial staff cost pending, if any, as on the date of migration shall be payable by GCTO.

14. Provision of Weighbridge

- 14.1.** All GCTs planning to deal with outward cargo (loading) shall have a provision of at a suitable location (as per extant guidelines of Ministry of Railways) inside the Terminal. The Weighbridge shall comply with OIML (International Organization of Legal Metrology) document (available at <https://www.oiml.org/en/files/pdf/r/r106-2-e12.pdf>) and the latest RDSO specifications.
 - 14.1.1.** Provision of Weighbridge shall not be essential for GCTs dealing with inward cargo (unloading) only. Provision of Weighbridge shall also be exempted for GCTs handling 'Motor Vehicles only' loaded on Automobiles wagons. However, the guidelines issued vide RMC / Weighment /2019/0 shall remain applicable, as amended from time to time.
 - 14.1.2.** If a GCT without a Weighbridge plans to start loading, the GCTO shall make arrangement for provision of a Weighbridge as per the provisions of the Policy. DRM, in consultation with CFTM of the Railway, may, however permit loading at a GCT (if operationally feasible) - by nominating an alternative Railway weighbridge for weighment of rakes, awaiting installation of Weighbridge, for a period of up to six months at a time from the date of start of such loading, duly recording the reasons for the same.
- 14.2.** GCTO shall bear the cost of procurement (inclusive of the requisite warranty and a postwarranty comprehensive Annual Maintenance Contract (AMC) till the end of codal life/replacement on condition basis), installation, and replacement of the Weighbridge at the end of its codal life/replacement on condition basis. GCTO shall also bear the cost of weighbridge house, weighbridge siding, and related infrastructure.
- 14.3.** GCTO shall get the weighbridge certified by the Weights & Measures department of the state government, and shall comply with all the applicable statutory and legal requirements.

- 14.3.1.** The weighbridge, after testing and certification by the Weights and Measures department of the state government, shall be sealed by their personnel in presence of GCTO's and Railway's representatives. This seal shall be broken, if required, only in the presence of the personnel of Weights and Measures department and Railway's representative.

- 14.4.** GCTO shall bear the cost of installation & operation of Weighbridge, and the cost for its linking with FOIS.
- 14.5.** RR will be issued on the basis of weighment within a GCT as per the extant instructions provided vide Rates Master Circular/Weighment/2019/0 dated 25.07.2019 and other applicable instructions of Railways, as modified from time to time.
- 14.6.** Whenever the Weighbridge goes out of order, it shall be put right by the GCTO within three days, failing which a penalty of Rs 4,000/- per day or part thereof for the next ten days, and Rs 8,000/- per day or part thereof thereafter, shall be imposed.
- 14.7.** Any other issue pertaining to installation, commissioning, maintenance, and functioning of Weighbridge at a GCT, not covered under the GCT policy, shall be governed by the provisions contained in Rates Master Circular No. RMC/Provision of Weighbridge/2019/0 dated 11.07.2019, as modified from time to time and other related instructions issued by Railway Board from time to time.
- 14.8.** No extra free-time will be provided for weighment at a Weighbridge inside a GCT.
- 14.9.** Railway Administration reserves the right to conduct periodic and/or surprise inspections of the operation, functioning and calibration of EIMWB.

15. Installation of FOIS and TMS

- 15.1.** FOIS and TMS with limited access as prescribed by Indian Railways shall be installed at the GCT - at the cost of GCTO. All RRs will be prepared through TMS. Complete maintenance of FOIS and TMS will be done by Railway at its own cost..
- 15.1.1.** Cost of replacement of FOIS and TMS equipment, at the end of their codal life, shall be borne by the GCTO.
- 15.1.2.** GCTO, at its own cost, shall provide all facilities (including room with necessary infrastructure for office activities, furniture, electricity, hardware, network connectivity, telephone, etc) for installing FOIS terminal in the GCT, for issuing of RR and/or taking delivery of consignment.

16. General Conditions

- 16.1.** Applicant/ GCTO will be solely responsible for - (a) arranging/ acquiring/ ownership/ lease/ licensing of non-Railway land for the development of GCT; (b) all statutory and non-statutory clearances from other government departments and statutory bodies; and (c) payment of all charges, taxes/ GST, surcharges, cess, levies, etc, related to transportation and handling of cargo.
- 16.2.** Unless otherwise mentioned in the GCT policy, Existing all 'Commercial and Operating rules' as applicable for a goods-shed for booking, supply and delivery of goods shall be applicable at GCTs. All GCTs are required to function round the clock on all days, including Sundays and other holidays.
- 16.3.** The GCTO shall be responsible for clearance of all Railway dues, including demurrage charges & land license fee, accrued within the GCT. For the sake of clarity, it is explicitly mentioned that demurrage charges will be borne by the GCTO for demurrage occurring on its own private land or occurring on railway land licensed to the GCTO.
- 16.3.1.** Each case of stabling of a rake on IR network exclusively for want of acceptance by a GCT will be recorded as on instance of non-acceptance. When any rake is stabled on IR network for want of acceptance by a GCT or for reasons attributed to GCTO, Stabling Charges will be levied.
- 16.3.2.** The rate of Stabling Charges shall be as per Para 6.0 (Chapter I) of Rates Master Circular/Demurrage-Wharfage Waiver/2016 (as modified from time to time)
- 16.3.3.** Further, in situation of congestion involving stabling of rakes for acceptance by a GCT, Railway Authorities will be authorized to impose loading restriction or quota for an appropriate duration for such a GCT.
- 16.4.** The cost of electricity/ diesel consumed by Railway locomotives shall be borne by Railway.
- 16.5.** The GCTO shall provide at his own cost the level-crossings and ROB/ RUB/ LHSs for safe passage of trains as well as road vehicles, as per requirement and prescribed norms.
- 16.5.1.** All level-crossings have to be provided with requisite infrastructure (gate-post, gate-lodge, etc) and have to be manned by GCTO at its own cost.

- 16.5.1.1.** If the level-crossing becomes due for interlocking, the cost of interlocking shall be borne by the GCTO.
- 16.5.2.** Maintenance of level-crossings falling on the track being maintained by Railway shall be done by Railway at its own cost; while maintenance of level-crossings falling on the track being maintained by the GCTO shall be done by GCTO (as illustrated in Section III of Schedule '4') of GCT Policy.
- 16.6.** Railway shall reserve the right to grant connectivity to another GCT(s) from the connectivity portion of track, either on Railway land or on non-Railway land, subject to operational feasibility and consideration that the traffic to/from the initial GCT is not disrupted. On receipt of such proposal, Sr. DOM will first assess if adequate capacity is available for handling traffic of subsequent GCTO. The proposal will be processed only if adequate capacity is available and commissioning of an additional GCT is not likely to impact the traffic of the existing GCT. However, permission to grant connectivity to subsequent GCT shall be given by Divisional Railway Manager if initial GCTO and subsequent GCTO make necessary agreement themselves for sharing the cost and give their consent to Divisional Railway Manager, failing which, the decision of the Divisional Railway Manager will be conclusive and binding on the Applicant as per the mechanism shared below:-
- 16.6.1.** Such portion of the cost originally paid by the initial GCTO to Railway, in respect of sub-grade works, and
- 16.6.2.** The proportionate present market value of land. Cost sharing mechanism is shown in the policy 'Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) Dated 14/02/2026.' and amendment slips issued from time to time.
- 16.7.** GCTO shall be responsible to provide and maintenance of CCTVs at loading /unloading points of the terminal and will provide footage of the same to Divisional Railway Authorities,as and when required.
- 16.8.** For GCTs established entirely or partially on Railway land, Railway will levy Terminal Charges and Terminal Access Charges similar to those being levied on Railway goods-sheds. These Terminal Charges and Terminal Access Charges will be shared with the GCTO according to the quoted bid percentage (as mentioned in para 9 above of the Schedule '2') of Policy "Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) Dated 14/02/2026" and amendment slips issued from time to time.
- 16.9.** At the time of cancellation / termination / expiry of the Agreement, the Railway land, along with the entire infrastructure developed on it by the bidder, shall revert back to Railway on as-is-where-is basis, without payment of any compensation.
- 16.10.** The Railway land used for providing connectivity to the Terminal shall remain in possession of Railway, along with the entire infrastructure created on it (as per provisions of para 5.1.2 & 5.1.3 of the GCT Policy).
- 16.11.** Railway land where GCT is developed partially or wholly on railway land (except for Railway land provided for the connectivity to GCT as mentioned in para 13 of Schedule 1 & 2 of the GCT Policy) will be leased to GCTO - for which modalities of calculating and levying land lease charges shall be as per extant rules/Board's Master circular on 'Policy for Management of Railway land' (issued vide Railway Board's letter No. 2021/LML/25/5 dated 04.10.2022)--as amended from time to time.
- 16.12.** Responsibility for maintaining the track and signalling equipment shall be as per the provisions of para 7 of the GCT Policy. Responsibility of maintaining loading/ unloading wharf(s), roads, drainage, etc, shall rest with the GCTO.
- 16.12.1.** GCTO shall also be responsible to ensure that the entire infrastructure of Terminal is properly maintained and is duly upgraded/ replaced at the end of codal life, as per Good Industry Practices.
- 16.13.** Subject to the provisions of para 14 of the Schedule '2' of GCT Policy, GCTO will be free to create infrastructure and/or to provide value-added services/ facilities (such as warehousing, processing, packaging, etc.) provided that such infrastructure/ value-added services/facilities, if created, shall be available to all users of the GCT without discrimination of any sort. However, if some value added facility created on Railway land cannot be used by more than one user simultaneously, than the Operator may deny the use of such facility - which is under the occupation of one user - to other users. This is essential to avoid the damage of the different grades of material due to mixing. However, in such cases intimation must be given to the Divisional Railway Manager.
- 16.13.1.** GCT will also have the authority for deciding the user charges/ fees for value-added services/facilities as per market conditions - without any interference from Railway. However, the use of value-added services/ facilities will be optional and no customer

will be forced to use those services or to pay for them. Such value-added services/ facilities shall conform to Good Industry Practices.

16.13.2. GCTO shall not sub-lease/ sub-license/ mortgage Railway land, and shall not create any third-party encumbrance on Railway land.

16.13.3. For any value-added service/ facility developed on Railway land, GCTO can use the facility for traffic handled by other modes of transport after passage of two years from commissioning under the condition that the Railway Traffic handled by the terminal in the previous year is more than 2,50,000 Tonnes. Railway reserves the right to undertake any inspection of the Terminal to safeguard its interests and to direct the GCTO to discontinue such activities if such activities are detrimental to Railway's cargo business, failing which the Agreement may be terminated. For avoidance of doubt, such termination will be treated as default by the GCTO.

16.13.4. The responsibility of obtaining all statutory and environmental clearances for such value-added services, if required, shall rest solely with the GCTO. Any violation of statutory compliance will invite merit for termination clause of the Agreement on GCTO's default. Any liability/ default created by such violation will be the sole responsibility of the GCTO, and Railway will not be responsible for this.

16.14. GCTO shall use Railway land for activities related to Railway cargo business only. If the GCTO indulges in any commercial activity not related to Railway cargo business on Railway land or fail to adhere to the provisions of para 16 and its sub-paras of the Schedule '2' of GCT policy, the Agreement for GCT may be terminated without any compensation/ termination payment to the GCTO. For avoidance of doubt, such termination will be treated as default by the GCTO. In case of any dispute whether any activity is related to Railway cargo business or not, the decision of the nodal officer (i.e. DRM) shall be final and binding on the GCTO.

16.15. The GCT located completely or partially on Railway land will remain a common-access facility, and GCTO shall ensure non-discriminatory access for all rail-customers/ potential customers to such Terminals. The GCTO will not prevent any rail-customer/ potential customer from accessing the Terminal (provided the facilities for handling their cargo exists at the terminal). Road access to the GCT will not be blocked by the GCTO. However, if some value added facility created on Railway land cannot be used by more than one user simultaneously, then the Operator may deny the use of such facility - which is under the occupation of one user - to other users. This is essential to avoid the damage of the different grades of material due to mixing.

16.15.1. All handling (loading and unloading) of cargo at a GCT shall be done by the GCTO (or any agency appointed/ authorized by him), for which handling-charges/ fee, as decided by the GCTO, may be charged. Handling charges/ fee for shall be fixed in a nondiscriminatory manner, and shall conform to Good Industry Practices.

16.15.2. No Wharfage shall be levied by Railway for storing/ stacking of goods on land leased/ licensed to the GCTO.

16.16. GCTO will have the permission to expand the Terminal further by acquiring/ leasing the adjacent non-Railway land. However, any such acquisition/leasing of additional land will have to be managed by the GCTO through his own resources. Railway will not charge any Land License Fees/ Land Lease Charges for the additional non-railway land acquired by the GCTO.

16.16.1. In such cases, the levy of Terminal Charges and Terminal Access Charges - and their sharing with the GCTO - will continue as before as per the decided principle.

16.17. Railway land shall be leased to the GCTO and the GCT Agreement shall be signed for a maximum tenure of 35 years or as per guidelines under Railway Board 'Policy for Management of Railway Land dated 04.10.2022' (as modified from time to time). At the time of expiry/termination/cancellation of Agreement, the Railway land shall revert back to Railway.

16.18. A joint team (comprising Sr.DOM, Sr.DCM, Sr.DEN, Sr.DSTE & Sr.DEE/TRD) shall inspect the GCT at least once a year to ensure that there is no breach of Agreement or policy provisions by the GCTO. In addition, inspections may also be conducted by Railway officials as per the provisions of para 16.2 and 17 of Schedule '2' of the GCT Policy. If any breach/violation on part of the GCTO is detected during these inspections, Railway shall take action as per para 19 of the main GCT policy.

17. Dispute Resolution

17.1. In case of any dispute arising in the interpretation of the Policy, the decision of DRM will be final and binding.

17.2. Efforts should be made to commission GCTs as per the prescribed time schedules. Preparation of ESPs including marking of Common User facilities (CUFS) should be done diligently so that disputes do not arise at a later date. Once the ESP has been finalised till the

formal commissioning of GCT, a monthly statement regarding any dispute/outstanding issue signed jointly by representative of the Division and the GCTO should be prepared and kept on record. In case of no dispute/outstanding issue, the same should be reflected in the monthly statement.

17.3. Further, preparation and signing of the prescribed agreements should be monitored closely by DRM to ensure that the processes are completed before commissioning of GCTs. In order to address any dispute related to this policy, the following process will be followed

- 17.3.1.** There will be a standing dispute resolution mechanism in the Division headed by the DRM. The mechanism would have representation from both the Division and the concerned GCTO.
- 17.3.2.** The dispute resolution shall be done through a standing committee headed by DRM and shall comprise of 03 Railways officers, as nominated by DRM, and 02 representatives of the concerned GCT owners.
- 17.3.3.** For raising any dispute before the standing committee for dispute resolution related to this policy, the GCT Owner shall give a notice along with a detailed representation and relevant documents, and within 15 days of such notice, the meeting of the Standing Committee shall be scheduled.
- 17.3.4.** The Committee shall endeavour to decide the matter through mutual discussion and consensus within 60 days of receipt of notice.
- 17.3.5.** In case during the deliberations, the committee arrives at a consensus, the DRM shall issue minutes, formally signed by all Committee Members including representatives of the GCTO for implementation of decision.
- 17.3.6.** During the pendency of dispute resolution proceedings, both parties shall continue to perform their respective obligations under the Policy and agreement, so far as practicable, to ensure that rail operations and cargo handling activities are not adversely affected.
- 17.3.7.** In case this mechanism fails to resolve the issue to the satisfaction of both the sides, the process as detailed in the succeeding paras will be followed.
- 17.3.8.** However, it is expressly stated that for dispute involving railway land, the Dispute resolution will be governed by the Model Standard land lease agreement for long term leasing of Railway land for Gati Shakti Cargo Terminals / Cargo related facility - issued vide Railway Board Letter No. 2021/LML/25/5 dated 02.06.2023.

17.4. Conciliation: All disputes and differences of any kind whatsoever arising out of or in connection with the construction and operations of GCT/development & operation of CRF shall be referred by the GCTO / CRF developer to Divisional Railway Manager through 'Notice of Dispute.' DRM shall, within 30 days after receipt of the 'Notice of Dispute,' notify the name of conciliator(s) to the GCTO/CRF developer. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of Agreement. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written Settlement Agreement duly signed by Railway's representative (Sr.DCM), GCTO and conciliator(s). When the settlement agreement is signed, it shall be final and binding on the parties. The conciliators shall be paid fee as fixed by Ministry of Railways time to time, which shall be shared equally by the parties. For other issues related with Conciliation, terms and conditions defined under Indian Railways General Conditions of Contract 2020 may be followed.

- 17.4.1.** The parties shall not initiate, during the conciliation proceedings, any reference to arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 17.4.2.** The conciliation shall be carried out as per 'The Arbitration and Conciliation Act, 1996' and the proceedings shall be terminated as per Section 76 of the above Act.

17.5. Arbitration: If the dispute is not settled through Conciliation (para 17.4 above), it shall be decided by reference to arbitration. Arbitration shall be carried out as per provisions available for arbitration in Indian Railways General Conditions of Contract 2020 for works contracts, as amended from time to time.

17.6. Governing Law & Jurisdiction: This Agreement is governed by and shall be construed in accordance with the laws of India. In case of any dispute and difference arises, the Court of the place, where Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

18. Termination of the Agreement

18.1. Subject to the provisions in the Agreement, Divisional Railway Manager (DRM) may terminate the Agreement with a GCTO operating a GCT in the event of any serious irregularity

committed by the GCTO. This may include any grave breach of the terms and conditions of the Agreement, any default by GCTO, violation of The Railway Act, 1989, or commission of an unlawful act which is not in-line with Good Industry Practices.

- 18.2.** Before terminating the Agreement, Sr.DCM with approval of DRM shall first issue a Show Cause Notice, informing GCTO to submit representation within 30 days. If no response is received, or if the response of GCTO is not satisfactory, a written Notice of Termination specifying a grace period of 180 days shall be given to the GCTO, by Sr.DCM with the approval of DRM. However, if no reply to the Notice for Termination is received within 180 days of the issue of Notice for Termination, the Agreement with GCTO will stand terminated and the same shall be communicated by Sr.DCM to GCTO. No termination payment shall be made by Railway to the GCTO.

18.2.1. If the GCTO submits a reply within 180 days, DRM will take further course of action on the merit of the case

- 18.3.** The GCTO will also have the right to terminate the Agreement by giving a notice of 180 days to the Divisional Railway Manager (DRM) in the event of any difficulty faced by the GCTO in smooth functioning of the Terminal for reasons attributable to Railway as laid down in this policy, or for any other reason internal to the GCTO. No termination payment shall be asked by Railway from GCTO.

- 18.4.** Any dispute arising out of this Agreement will be resolved through the Dispute Resolution Mechanism as prescribed under schedule '4' of the policy of Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs) Dated 14/02/2026.

19. Monitoring and completion of the work:

- 19.1.** Monitoring of construction work will be done by a committee consisting of SS/TI, CGS/CMI, concerned SSE (Works) & SSE (Electrical). CMI will be convener of the Supervisory Committee. It will be obligatory for the GCT Operator (GCTO) to submit Monthly works progress report to Sr. DCM by 7th of every month duly signed by above committee. However, this committee may be changed later on with the approval of DRM.

- 19.2.** After the completion of work (as per scope of work prescribed in LOA), the GCTO will submit a work completion report to Sr. DCM.

- 19.3.** After the GCT is constructed and commissioned, for the entire contract period, the GCTO will be responsible for maintaining all the common user facilities thus created including the Railway complex.

- 19.4.** Responsibility for maintaining the track and signaling equipment shall be as per the provisions of Para 7 of GCT Policy and its amendments from time to time. Responsibility of maintaining loading/ unloading wharf(s), roads, drainage, etc, shall rest with the GCTO.

- 19.5.** GCTO shall also be responsible to ensure that the entire infrastructure of Terminal is properly maintained and is duly upgraded/ replaced at the end of codal life, as per Good Industry Practices.

- 19.6.** In case it is noticed that any activity of the Developer is in contravention to the guidelines / Agreement, Railway may impose penalty on the Developer. The quantum of penalty shall be decided on the basis of gravity of the irregularity, and shall not exceed the following:

Instance of irregularity	Penalty
First irregularity	Penalty up to Rs. 25,000/- with the approval of Sr. DCM.
Second/third irregularity within a year	Penalty up to Rs 50,000/- with the approval of Sr. DCM.
Fourth or subsequent irregularity within a year	Action may be initiated as per para no. 18 above of this document.

The aforementioned penalties shall be imposed with the approval of Sr.DCM. Appeal against the penalties so imposed may be preferred to the DRM, who shall decide the matter duly considering the facts of the case and the corrective action taken by the Developer.

20. Power To Terminate Agreement, If Traffic Insufficient:

- 20.1.** Notwithstanding anything contained in the Agreement, the Railway Administration shall be entitled, in the event of the Railway Administration being of the opinion that the Applicant's traffic over the terminal is insufficient to justify the retention of terminal by the Applicant of which the 'Divisional Railway Manager' of the Railway Administration will be the sole judge to terminate this Agreement by giving to the Applicant not less than 6 (six) months' notice in writing of the Railway Administration's intention to terminate this Agreement and on the expiry of such notice, this Agreement shall stand terminated.

- 20.2. The termination of this agreement under the provisions of this Clause shall be without prejudice to any rights of remedies to which the Railway Administration will be entitled to, in respect of any acts, matter or things arising before such termination.
21. **Power To Close The Portion Of The Terminal Within Railway Land Colored Red In The Annexed Plan Or Work It For Public Traffic:**
- 21.1. In the event of the Railway Administration deciding in the public interest to close the terminal or any part or extension thereof or to work the terminal or any part or extension thereof for public traffic as part of the railway system (the decision of the Railway being final in this case and the service of the notice as hereinafter stated shall be conclusive evidence of the same) the Railway Administration may terminate this Agreement by giving to the Applicant 6(six) month's previous notice in writing of such decision and on the expiration of such notice this Agreement shall terminate.
22. **Power To Stop Traffic And To Terminate Agreement In Certain Events:**
- 22.1. The Railway Administration shall have the absolute right to refuse at any time to allow their rolling stock to go on or be used upon the Terminal or any part or extension thereof and shall also be entitled to determine this Agreement at any time after the happening of any of the following events:
- 22.1.1. In the event of the Applicant failing to deposit within the time fixed for the purpose any sum of sums required to be deposited under the provision of these presents or according to any direction of the Railway Administration.
 - 22.1.2. In the event of the Applicant failing to pay any other sums payable to the Railway Administration under this Agreement or any other charges payable to the Railway administration in respect of the terminal or the use thereof within one month after the due date of payment or in the event of a due date not being specified then within one month after service of a written-demand for payment.
 - 22.1.3. In the event of the Applicant failing to comply with any requisition of the Railway Administration to remove or repair any defect which in the opinion of the Railway administration may endanger the working and safety of the terminal within such time as shall be fixed by the Railways Administration for the purpose.
 - 22.1.4. In the events of the Applicant ceasing for a consecutive period of 3 (three) months to use the terminal or any part for extension thereof for the Applicant's own traffic in connection with the Applicant's Works.
 - 22.1.5. In the event of the Applicant contravening the provision of Weighbridge.
 - 22.1.6. In the event of the Applicant failing to observe or perform any other obligation on his part herein contained.
 - 22.1.7. In the event of the terminal becoming dangerous or defective by reason of any act of God or other act or circumstances for which the Railway Administration is not responsible.
 - 22.1.8. In the event of any branch line, terminal or part or extension thereof, connecting the terminal or any part or extension thereof with the Railway system, becoming dangerous or defective for any reason whatsoever and whether such branch line, terminal part or extension shall belong to the Applicant or to any third person.
 - 22.1.9. In the event of any branch line, terminal or any part or extension thereof connecting the terminal or any part or extension thereof with the Railway system, being closed by the Railway Administration under any powers which the Railway Administration may possess whether by status or by Agreement with third persons or closed by order of the Government of India or any State Government.
- The Applicant shall have no claim whatsoever against the Railway Administration in respect of any refusal by the Railway Administration to allow their rolling stock to go on or be used upon the terminal or any connected Terminal or branch line in any of the aforesaid events.
- Provided always that on the happening of any of the events mentioned in sub-Clauses above, the Railway Administration shall not exercise the power conferred upon it by this Clause unless 14 (Fourteen) days' previous notice has been given in writing requiring the Applicant to comply with the demand or requisition as the case may be, of the Railway Administration and the Applicant has failed to comply with the Same within the time specified in such notice.
- No notice shall be required to be given in the cases specified in the other sub-clauses of this clause.

- 23. Termination of Agreement on Death, Insolvency etc.:** This agreement may be determined by the Railway Administration without prior notice at any time after the happening of any of the following events:
- 23.1.** In the event of the death of the Applicant, if he is an individual person.
 - 23.2.** In the event of a partition of the Joint family properties, if the Applicant is a Joint family governed by the Mitakshara School of Hindu Law.
 - 23.3.** In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.
 - 23.4.** In the event of Applicant becoming insolvent or going into liquidation either voluntarily or under an order of a competent Court.
 - 23.5.** In the event of the Applicant's interest in the works becoming wholly or partially vested in some other person.
 - 23.6.** In the event of the Applicant contravening the provision of Para 25 hereof.
- 24. Consequence of Termination Under any of the above clauses under the clause of "Termination of Agreement" above:**
- 24.1.** On termination of this agreement under provisions of above clauses thereof, the Railway Administration shall be entitled to disconnect from their Railway, the portion of the said terminal within the Railway land at the cost of the Applicant and take up and remove the same and the appliance connected therewith and dispose of the materials thereof as they may think fit rendering to the Applicant surplus (if any) to arise from such disposal after first defraying and reimbursing there at all costs and expenses on and incidental to such taking up, removal and disposal and all sums owing to them by the applicant under the terms of this Agreement or for freight or carriage.
 - 24.2.** Provided always that the Railway Administration shall at all times have lien on the portion of the said terminal within the Railway land (colored red in the said plan) and appliances connected therewith and materials thereof for all sums owing to them from the Applicant under the terms of this agreement or for freight or carriage. The Applicant shall have no claim whatsoever against the Railway Administration in respect of termination of this agreement whether under any of the provisions of those presents or in any manner not provided for by those presents.
- 25. Agreement To Bind Applicant Until Terminated By The Railway Administration**
- 25.1.** Until terminated by the Railway Administration or unless and until the person or persons in whom the entire rights and interests of the Applicant have vested and with whom the Railway Administration has agreed to enter into a Cargo Terminal Agreement has executed and registered such Agreement in the same form as these presents or in such other form as the Railway Administration may require as provided above, this Agreement shall be binding upon the Applicant and the successors in title or interest of the Applicant in the Applicant's work
 - 25.1.1.** Provided that the Applicant may by giving 6 (six) months' notice to the Railway Administration, discontinue the use of the terminal In such event, the Applicant shall not be liable for the payment of maintenance and other charges under the Agreement for the period subsequent to the date of expiry of the said notice, but nevertheless all other obligations under the Agreement shall binding on him.
 - 25.1.2.** Provided further that the Railway Administration has the right without assigning any reason to terminate this Agreement on 6 (six) months' notice.
- 26. Applicant To handover/revert back Railway land along with entire Infrastructure developed on it Within a Month of Termination:**
On termination of this Agreement Railway land along with the entire infrastructure developed on it by the bidder shall revert back to Railways on as-is-where-is basis within a month of termination, without payment of any compensation.
- 27. Right to Charge Interest on Money Due Hereunder To The Railway Administration:**
Notwithstanding anything contained in the foregoing Clauses above, the Railway Administration shall have the right to charge and recover from the Applicant interest at such rates, as may be fixed by the Railway Administration from time to time on any or all sums payable by the Applicant under the terms thereof, if such sums are not paid within one month from the due date and if no such date is fixed, within one month from the date on which a written demand is made by the railway Administration.
- 28. Right of Deduction Of Money Due To The Railway Administration:-**

The Railway Administration shall have the right to deduct from any amount which may become payable by the Railway Administration to the Applicant or to the legal representative of the Applicant any money due from the Applicant to the Railway Administration under these presents un for freight, haulage or other charges or otherwise in connection with the construction, maintenance or working of the terminal.

29. Service Of Notices On Applicant:

The Applicant shall maintain a proper office to which all letters, notices, demands and other communications intended for the Applicant may be sent and every notice, demand or other communication which shall be delivered at or sent by Registered Post to such office shall for all purposes whatsoever be deemed to have been validly and effectively delivered to the Applicant

30. Exercise Of Powers:

Subject as otherwise provided in this agreement, all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Railway Administration the agreement signing authority or his authorized representative

31. Alteration/Variation Of The Agreement:

Except as hereby provided any verbal or written arrangement or abandoning varying or supplementing this Agreement or am of the terms hereof shall be deemed conditional and shall not be binding on the railway administration unless and until the same is endorsed on this agreement or incorporated in a formal instrument and signed by the parties hereto and till then the Railway administration shall have the right to repudiate such arrangement.

32. Applicant Not To Transfer Rights:

32.1. The Applicant shall not be entitled to assign or transfer or subject or permit to be used or enjoyed by any other person in any manner whatsoever any of the rights or benefits conferred upon the Applicant by these presents and any purported assignment transfer or subletting or permission shall be void and of no effect Provided also that in the event of any other person being permitted by the Railway Administration to use the terminal on the Applicant's request or otherwise the Applicant shall remain responsible to the Railway Administration for all the charges and obligations under this Agreement.

32.2. Provided, however, that if the Applicant shall desire to transfer the Applicant's Works to any person or if the applicant being a Company shall go into liquidation and such intended transferee or the liquidator of the Company shall desire the use and benefit of the terminal than subject to the under mentioned conditions being complied with the Railway Administration may at its discretion on the written request of the Applicant and of the intended transferee or liquidator made prior to the transfer or within one month after the commencement of the liquidation as the case may be and after production by the transferee of the registered Deed of Transfer of the Applicant's Works or after proof by the liquidator of this intention to carry on the Company's business for the purpose of the liquidation proceedings, allow the transferee or liquidator the use and benefit of the terminal. The conditions above mentioned are the following:

32.2.1. That the liquidator shall be approved by the Railway Administration, but such approval will not unreasonably be withheld.

32.2.2. That the liquidator shall duly sign and register a Cargo Terminal Agreement in the same form as these presents so far as then applicable or in such other form as the Railway Administration may then require.

32.2.3. That the applicant, Railway Administration and transferee shall duly execute an agreement of assignment as may be prescribed by the Railway Administration.

33. Cost of Execution Of Agreement:

All expenses in drawing up the Agreement and the cost of stamping and registration shall be borne by the TO/Applicant. "Money receipt obtained from the Registration Office should be handed over to the Railways for collection of registered agreement which shall remain in the custody of Railways. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant.

34. Agreement period:

The period of Agreement shall be signed for thirty-five (35) years, provided any of the provisions of the Agreement and/or Policy has not been violated by the GCTO.

35. Agreement In Force From :

The agreement shall be deemed to have come into force on and from.....

36. Head Notes :

The head notes herein are for the convenience of reference only and shall not affect the construction of these presents.

In WITNESS WHEREOF, the parties to these presents have set and subscribed their respective hands and seals hereunto on the day and year first above written.

For and on behalf of
THE PRESIDENT OF INDIA (First Party)
SIGNED, SEALED AND DELIVERED BY

.....(Second Party)
(SIGNED, SEALED AND DELIVERED by

Name :
Designation :
Address :
(Authorized Signatory)

Name :
Designation :
Address :

In the present of Witness

1.

2.

Cargo Terminal Agreement-

Reg. No.: _____ For _____ Terminal

At Kilometre: _____ Between Stations _____ and _____

Land License Agreement

{Note- This agreement is not to be used for the cases where Railway Land is given on Lease to other government department P5U For such cases, Land Leasing Agreement has to be signed in lieu of Land License Agreement in the standard format of Zonal Railway}

This **Land Licensee Agreement** is made and executed aton this Day of, 20.....

BY AND BETWEEN

THE PRESIDENT OF INDIA acting through (incorporate name and designation of the officer authorized under Article 299(1) of the Constitution) having its office at (hereinafter referred to as "**Licensor**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the One Part;

AND

..... [hereinafter referred to as ("**Licensee**")* which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Other Part.

The Licensor and the Licensee are hereinafter collectively referred to as the "Parties" and Individually as a "Party",

WHEREAS,

(A) The Licensor and the Licensee have entered into a Cargo Terminal Agreement, dated ____ (Agreement No,), wherein the Licensee has agreed to lay the terminal and the Licensor has agreed to provide the land for providing connectivity to the Terminal,

(B) The Licensor is owner of the land described in the Annexure hereunder (the "Site") and now desires to License the Site to the Licensee and the Licensee desires to take on License from the Licensor, the Site for the purpose of connectivity to the terminal,

NOW THEREFORE, In consideration of the promises and covenants herein set forth and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as hereunder-

1. Definitions and Interpretation -

1.1. Definitions: In this Land License Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under applicable laws in connection with the Site and the Terminal during the subsistence of the Land license Agreement;

"Encumbrance" means any encumbrance, such as an easement, right of way, license, mortgage, charge, pledge, lien, hypothecation, pre-emptive right or security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, whether or not registered and howsoever arising, including by statute or common law;

"Land License Fee" shall have the meaning set forth in Clause 4.1 of this agreement.

"Site" shall have the meaning set forth in Recital (B); and

"Term" shall have the meaning set forth in Clause 3 of this agreement.

1.2. Interpretations-

In this Land License Agreement, except to the extent that the context requires otherwise:

- 1.2.1.** the Annexure to this Land License Agreement forms part of this Land License Agreement and shall be of full force and effect as though it is expressly set out in the body of this Land License Agreement;
- 1.2.2.** the terms of this Land License Agreement shall be read in consonance with and not in derogation with the terms of Cargo Terminal Agreement;
- 1.2.3.** the words and expressions beginning with capital letters and defined in this Land License Agreement shall have the meaning ascribed thereto herein, and the words and expressions beginning with capital letters used in this Land License Agreement and not defined herein, but defined in the Cargo Terminal Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Cargo Terminal Agreement.

2. Grant of License and Possession -

- 2.1.** The provisions of this Land License Agreement shall take effect and become binding on the Parties on the date of signing of this Agreement.
- 2.2.** In consideration of the Land License Fee and subject to Clause 2.3, the Licensors grants on License to the Licensee and the Licensee agrees to accept the License from the Licensors, free from Encumbrances and/or encroachments, of all that piece and parcel of land measuring _____ situated at _____, described in the Annexure and to hold, possess, use and enjoy the Site *and/or* any part thereof, in accordance with the provisions of this Land License Agreement.
- 2.3.** The Licensors hereby grants and transfers physical possession of the land specified in Annexure and in accordance with the provisions of Clause 3 of the Cargo Terminal Agreement.

3. Term-

- 3.1.** The License granted in pursuance of this Land License Agreement shall be for a period of 35 (thirty-five) years from the date of signing of Land License Agreement (the "Term") unless principle GCT agreement is terminated / or the Land License Agreement is terminated prematurely in accordance with Clause 6 hereunder.
- 3.2.** Both the Land License Agreement and the Cargo Terminal Agreement shall be co-terminus with each other.
- 3.3.** The Licensee shall not derive any right, title or interest in the said Site which shall remain property of the Railways all the times. The Licensee only shall have possessory right as a Licensee for ____ years of the said premises in accordance with the terms of the agreement, provided regular and timely payment of land license fee is made.
- 3.4.** Renewal of the Land License Agreement shall be at the sole discretion of the Licensors.

4. Land License Fee -

- 4.1.** The Licensee shall pay to the Licensors, subject to Clause 4.3, an annual Land License Fee ("Land License Fee") @ such rate of market value of land per annum in terms of Board's circular on land licensing i.e. 2021/LML/25/5 dated 04.10.2022 as amended from time to time.
- 4.2.** The Licensee shall pay the Land License Fee to the Licensors in advance on the first day of April every year and into such account, as may be designated by the Licensors from time to time.
- 4.3.** If the Licensee fails to pay the Land License Fee as aforesaid, the Licensee shall be liable to pay interest for the period of delay calculated at a rate equal to 5% (five percent) above the base interest rate prescribed by State Bank of India.
- 4.4.** Upon failure to pay Land License Fee within a period of 180 days from due date i.e. First day of April every year, Licensors reserves the right to terminate the Land License Agreement in accordance with Clause 18 of GCTO Agreement. However, the same shall not stop Licensors from taking action for recovery of their dues.

5. Use of Site –

- 5.1. During the Term of this Land License Agreement, the Licensee shall use the Site only for the purpose of terminal.
- 5.2. The Licensors shall always be at liberty to construct adjoining to the Licensed Site and the Licensee shall not be entitled to raise any objection to ask compensation thereafter on the plea of inconvenience, whatsoever at any point of time.

6. Termination of Land License Agreement –

- 6.1. This Land License Agreement may be terminated earlier by mutual agreement between the Parties in writing.
- 6.2. The Land License Agreement shall be co-terminus with the Cargo Terminal agreement. Thus, in the event that the Cargo Terminal Agreement is terminated during the currency thereof, then this Land License Agreement shall be deemed to be terminated without any further notice for termination of Land License Agreement and the Licensors shall be at full liberty to deal with the site in such manner as it deems fit in its sole discretion.
- 6.3. The Licensors shall have the right to terminate this Land License Agreement on occurrence of anyone or more default(s) by the Licensee as enlisted hereunder:
 - 6.3.1. failure of the Licensee to make payments to the Licensors in accordance with the provisions hereof, where such failure continues for a period of 30 (thirty) days after a written notice from the Licensors;
 - 6.3.2. transfer or assignment of this Land License Agreement or creation of any Encumbrance on the Site, without securing prior written approval of the Licensors;
 - 6.3.3. use of the Site for any purpose other than the purposes stated under Clause 5 of this Land License Agreement and such breach is not remedied within a period of 60 (Sixty) days after a notice from the Licensors in this behalf; and
 - 6.3.4. Voluntary abandonment by the Licensee of a period of 90 (ninety) days or more.
- 6.4. On expiry of the License Term or early termination of the Land License Agreement, for any reason whatsoever, the site shall revert back to the Licensors.
- 6.5. Upon termination under Clauses 4.4, 6.1, 6.2 and 6.3, the Licensors shall have the following additional rights:
 - 6.5.1. The recovery of any unpaid Land License Fee due and payable at the time of termination;
 - 6.5.2. the recovery of any damages, costs, fees and expenses incurred by the Licensors as a result of the breach of the Land License Agreement by the Licensee; and
 - 6.5.3. Any other right or remedy, legal or equitable, that the Licensors is entitled to under applicable laws.

7. Licensee's Obligations and Covenants

Licensee hereby covenants, agrees and represents that:

- 7.1. the Licensee, during the Term of the Land License Agreement, shall pay the Land License Fee in accordance with terms and conditions set out in this Land License Agreement and shall observe and fulfil each of its obligations and covenants set forth herein;
- 7.2. the Licensee shall obtain, at its own cost and expense, all utilities, such as water, electricity etc. from the appropriate authorities;
- 7.3. It shall obtain and keep current all Applicable Permits that may be required under the applicable laws;
- 7.4. it shall pay all taxes, service tax, cess charges, assessments and levies in respect of the Site, which are leviable at any time during the Term of the Land License Agreement;
- 7.5. it shall not create any lien, charge or Encumbrance on the Site, except as permitted in this Land License Agreement, without prior approval of the Licensors;
- 7.6. it shall take all necessary care to keep the premises neat and clean and in sanitary conditions.; and
- 7.7. It shall, after expiry or termination of the Land License Agreement forthwith, the Licensee hand over possession of the land to the Licensors along with entire infrastructure on railway land on as-is-where-is basis in terms of Clause 16.9 of agreement, without any payment / compensation.
- 7.8. shall revert back to Railway on as-is-where-is basis, without payment of any compensation.

8. Stamp Duty and Registration Charges -

Subject to the exemption or waiver, if any, granted by Government or any other authority, the Parties agree that all stamp duties, registration charges and all other local/statutory charges payable in respect of the License contemplated herein shall be to the account of and borne by the Licensee.

9. Indemnities and Limitation of Liability -

The Licensee shall fully indemnify, defend and hold harmless the Licensor, its officers, servants, agents, against any and all suits, proceedings, actions, demands, claims and liabilities, which may be incurred or suffered by the Licensor and which may arise out of or as a result of any of the following causes:

- 9.1. any breach by the Licensee of any of its obligations, covenants, agreements, representations or warranties set forth in this Land License Agreement;
- 9.2. any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by the Licensee; and
- 9.3. any breach, violation or non-compliance by the Licensee of any applicable laws and/or Applicable Permits.

10. Assignment-

The Licensee shall not, without the Licensor's prior written consent, transfer, assign or grant any form of security over any of its rights or obligations under this Land License Agreement.

11. Dispute Resolution -

- 11.1. The Parties shall use their respective reasonable endeavors to settle any dispute, difference, claim, question or controversy between the Parties arising out of, in connection with or in relation to this Land License Agreement ("Dispute") amicably between themselves through negotiation.
- 11.2. Any Dispute which the Parties are unable to resolve pursuant to Clause 11.1, within 60 (sixty) days (or such longer period as the Parties may agree) of notice by one Party to the other of the existence of a Dispute, shall be resolved in accordance with the provisions of the Cargo Terminal Agreement.

12. Governing Law -

This Land License Agreement is governed by and shall be construed in accordance with the laws of India. In case of any dispute and difference arises, the Court of the place, where Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

In Witness Whereof The Parties Have Executed And Delivered This Land License Agreement As Of The Day, Month And Year First Above Written.

For and on behalf of
THE PRESIDENT OF INDIA (First Party - Licensor)
SIGNED, SEALED AND DELIVERED BY

Name :
Designation (Sr. Divisional Engineer)
Address :
(Authorized Signatory)

.....(Second Party -Licensee)
(SIGNED, SEALED AND DELIVERED by

Name :
Designation :
Address :

Tender Declaration

Tender No.-_____

To,
The President of India
Acting through Senior Divisional Commercial Manager,
Ahmedabad Division,
Ahmedabad (Pin - 382345)

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for "**Contract for Development of Gati Shakti Multi-modal Cargo Terminal (GCT) at Khakhrechi (KHXB) Entirely/Partially on Railway Land, Ahmedabad Division, Western Railway**", at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within the timeframe as given in the policy as well as this tender document.
2. I/we have examined the scope of work, general/ special conditions and entire tender document relating to the works specified in the memorandum hereinafter set out and have visited and examined the site of works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender, I/ We hereby offer to execute the work specified in memorandum in all respects with the specification and instructions in writing and with such materials as are provided for in all other respects in accordance with such conditions so far as they are applicable.
3. I/We also hereby agree to abide by the "**Rail Based Logistics through development of Gati Shakti Multi-Modal Cargo Terminals (GCTs)**", with all amendments up-to-date & in the future, and to carry out the work according to the Conditions of Contract mentioned herein and Specifications of materials and works as laid down by the Railways in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips as on date and future for the present contract.
4. A sum of Rs. 1,66,59,500/- has already been deposited online as Earnest money. Full value of the Earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:-
 - 4.1. I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - 4.2. I/We do not execute the contract agreement / documents within the time frame as per the tender document after receipt of notice issued by the Railways that such documents are ready; and
 - 4.3. I/We do not commence the work within the time frame as per the tender document and the policy after receipt of orders to that effect.
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.
6. Should this tender be accepted, I/ We hereby agree to abide by and fulfill the terms and provisions of the said conditions of the Contract Agreement annexed thereto so far as they may be applicable.
7. I/we agree to the condition that the Railway Administration reserves the right to terminate the contract by giving due notice, at any point of time during operation of contract, without giving any reason, as per the policy and the tender document.

(Signature and seal of the Tenderer)

Address.....

.....

E-mail ID:

DETAILS OF THE TENDERER

Mandatory details to be filled in by tenderer while submitting his offer (in absence of these details, tender may be rejected):

S. No.	Items	Details
1	Constitution of the firm (Individual/Sole Proprietorship/ Hindu Undivided Family/ Partnership Firm/ Company registered under Companies Act, 2013/ Limited Liability Partnership/ Registered Society/ Registered Trust/ Joint Venture/Consortium) (please mention constitution of firm)	
2	Full name of Individual/ Sole Proprietorship/ Hindu Undivided Family/ Partnership Firm/ Company registered under Companies Act, 2013/ Limited Liability Partnership/ Registered Society/ Registered Trust/ Joint Venture/ Consortium (as the case may be)	
3	Year of formation/ incorporation	
4	Name of the proprietor/ partners / directors etc	
5	Aadhaar number of the Authorized Signatory in case of Hindu Undivided Family/ Partnership Firm/Company registered under Companies Act, 2013/ Limited Liability Partnership/Registered Society/ Registered Trust/ Joint Venture/ Consortium (Self attested copy of Aadhaar)	
6	PAN No. (Self attested copy of PAN)	
7	Registered Office Address	
8	Address on which correspondence regarding this tender should be done	
9	Contract particulars a. Telephone number b. Mobile number c. E-mail address	
10	Details of EMD submitted	
11	Details of Tender Cost submitted	

**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,

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.
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 certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) **_____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

Place:
Dated:

SEAL AND SIGNATURE
OF THE TENDERER

This certificate is to be given by each member of JV or Partners of Partnership firm/LLP/etc.

Annexure –IV

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc.

I/We _____ (Name), attorney/authorized signatory of the _____
(constituent firm/ constituent partner) and member/partner of the _____
(tendering firm) hereby solemnly affirm and state as under:

1- I/We certify that _____ (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from Participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.

2- I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, If from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE
OF THE CONSTITUENT PARTNER

Place:

Dated:

Annexure –V**(Bid Security)****Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank)****Name of the Bank: -----**

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through---- **(Designation & address of Contract Signing Authority)**, Railway,, (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No.._____, We have been informed that **[Insert name of the Bidder]**..... **(hereinafter called "the Bidder")** intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [Insert required Value of Bid Security], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,**[Insert Name of the Bank]**, with its Branch**[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through**[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....[insert date of issue]till[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

Place..... .. Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

TENDER FORM

Name of Work: _____

BILL OF QUANTITIES

1. Standard Schedule of Rates (SSOR) Items:

SL	Item No. of SSOR	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)

2. Non Standard Schedule of Rates (SSOR) Items:

SL	Item No. of SSOR	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of the quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at _____ % above/below the Standard Schedule of Rates (SSOR) of the _____ Railway as applicable to _____ Division or at the rates quoted above for each item.

Dated _____

Signature of the Tenderer(s)

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

Annexure – VII**NET WORTH FORM**

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC Policy

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case the balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports. _____

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

Annexure –VIII

Instructions for submitting Financial Offer- PACKET- B

Name of Work : "Contract for Development of Gati Shakti Multi-modal Cargo Terminal (GCT) at Khakhrechi (KHXB) Entirely/Partially on Railway Land."

Sr. No	Scheduled/Work	Description	Offered Rate in terms of percentage of Terminal Charges and Terminal Access Charges which the bidder will claim from Railways (up to two places of decimal)
1.	Contract for Development of GatiShakti Multi-modal Cargo Terminal (GCT) Entirely/Partially on Railway Land under scheduled-2.	Bidder will be required to quote the percentage in share of Terminal Charge and Terminal Access Charges (TC / TAC) which they will claim from the Railway for all traffic handled at the Terminal. Eligible bidder asking for the minimum %share or claiming least share of TC / TAC will be awarded the contract	Please see Note Below.

Note:-1. Illustration:-

- i. If a bidder quotes 100%, it shall mean in effect that bidder claims to be allocated 100% of the TC and TAC amount and IR will retain 'Nil' share of the TC/TAC.
 - ii. If a bidder quotes 1-99% e.g. 10%, it shall mean in effect that Bidder claims to be allocated 10% of the TC/TAC amount, as GCTO share; and the remaining 90% being allocated to the IR.
 - iii. If a bidder quotes "0 (Nil)%", it shall mean in effect that Bidder claims to be allocated 'Nil' share in TC/TAC amount, as GCTO share.
 - iv. If a bidder quotes in negative, e.g. (-)30%, it means that entire 100% of TC and / or TAC will be retained by IR. Over and above, the GCTO will pay an amount equivalent to 30% of TC and / or TAC to IR.
 - v. Thus, if five bids are received with quotes 100%, 30%, 0%, -20% and -40%; in such case, - 40% is the minimum bid, and this bidder shall be awarded the contract.
- 1.1. In case of two (or more) eligible bidders quoting the same percentage, the decision to award the contract shall be taken through the draw of lots.
 - 1.2. Railway Board reserves the right to change the bidding parameter for the GCTs under Schedule-2 to promote the Rail freight.
 2. Financial bid should contain a schedule of rate entered into the Financial Rate page of IREPS Website www.ireps.gov.in and should be digitally signed. 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.

Annexure-IX**NEFT MANDATE FORM**

Date: _____

Sr.DCM, Ahmedabad,
Western Railway

I / We M/s. _____ are willing to receive
my /our payments through RBI's Clearing Scheme in the below mentioned Bank
Account.

Payee Name	
Address	
Mobile Number	
E-mail Address	
PAN No.	
Account No	
Type of Account (Saving/Current/Cash Credit)	
Name of Bank	
Branch	
Address of the Branch	
MICR Code (9 Digit)	
IFSC Code (11 digit)	

(Cancelled cheque of the above-mentioned account is to be enclosed)

(M/s. _____)

(Signature of the Authorized
Signatory) (Name and designation of the
Authorized Signatory)
(Name and seal Of the Bidder)

Annexure -X

Non – Judicial stamp paper (Stamp Duty as per Stamp Act with latest amendments as applicable in the state where MOU executed)

MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT VENTURE AGREEMENT

In case of joint venture firms, the “Memorandum of Understanding for Joint Venture Agreement” as per proforma below on non-judicial stamp of Rs. (Cost as per the rules of the state in which work is to be executed) should be uploaded.

- This memorandum of understanding executed this day of.....20....between (Name of Co.)..... a company registered under The Companies Act 1956 / The Companies act 2013 having its registered office at.....having GST No.....and PAN No.....
..... represented through its Director/ Authorized Representative.....(hereinafter referred to as.....which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

AND/OR

M/s a partnership firm constituted under the Indian Partnership Act 1932, having its registered office at..... having GST No.....and PAN No.....represented through its Partner Shri.....Authorized Representative Shri(hereinafter referred to as..... which expression shall unless repugnant to the context thereof includes its successors of the FIRST PART/SECOND PART.

AND/OR

M/s.....a proprietary concern having its registered office athaving GST No.....and PAN No.....represented through its Sole proprietor Shri..... (hereinafter referred to as..... which expression shall unless repugnant to the context thereof includes its successors of FIRST PART/SECOND PART/THIRD PART.

Whereas, the party of the first part i.e. M/s.....details to be supplied of the expertise in their field.

Whereas, the party of the second part M/s..... details to be supplied of the expertise in their field.

Whereas, the party of the Third part M/s.....details to be supplied of the expertise in their field.

AND whereas parties to this MOU, have agreed to co-operate with each other to associate jointly and to form a joint Venture Firm to participate in the Tender No.....of Western Railway of Indian Railways.

Now, therefore, in consideration of the promises and mutual promises and of the undertaking contained herein, it is hereby agreed between the parties of this MOU as follows:

The purpose of MOU

M/s, and agree to co-operate with each other for the purpose of joint participation in the Tender No. of Western Railway of Indian Railways and in the event, the contract is awarded, to jointly execute the contract. The Broad interfaces and scope of work of each party is set forth below:

.....
.....

1. The name of the Joint Venture firm shall be
2. The parties, hereto, represent agree and undertake that :
 - 2.1. They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.

- 2.2. They have not entered into any agreement/MOU of equal or similar nature with any third party for the Tender No..... of Western Railway of Indian Railways.
- 2.3. That each of the parties of JV, agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

SN	Name of constitution of JV	Share of interest in the JV (%)
1		
2		
3		

- 2.4. "That M/s shall be the lead member of JV firm who shall have a 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 with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51% (strikes out which is not applicable) and all right, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall be bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.
3. The parties to this MOU undertake:
- 3.1. That after submission of the tender, the MOU shall not be modified/alterd/terminated during the validity of the tender including extension and maintenance period except when modification becomes inevitable due to succession laws etc., but in no case the minimum eligibility criteria would be vitiated.
- 3.2. That after the contract is awarded the constitution of the J.V. Firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc., "but in no case the minimum eligibility criteria would be vitiated". Further failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 3.3. That with respect of the WR Tender neither party, nor any subsidiary company of either Party, nor any joint venture company or any other entity, in which the party/parties, is or are in any way interest, shall complete together with or through any third party, nor shall be parties advise, consult for, engage in or otherwise assist in any way person or entity or any affiliate thereof in respect of any orders or contracts related to this tender.
- 3.4. That none of the members of joint ventures is black listed and/or debarred by the Railways or any other ministry or department of Govt. of India/State Govt. from participation in contract/under in the past either in individual capacity or the JV Firm or partnership firm in which they were/are members/partners.
4. Joint & Several Liability: In respect of the WR Tender, all commercial terms shall comply with each part on back-to-basis specifications of the WR Tender or any other mutually agreed terms with the Owner/Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally

for the loss, damages caused to the Indian Railways in course of execution or due to non- execution of the contract or part thereof arising out of the contract.

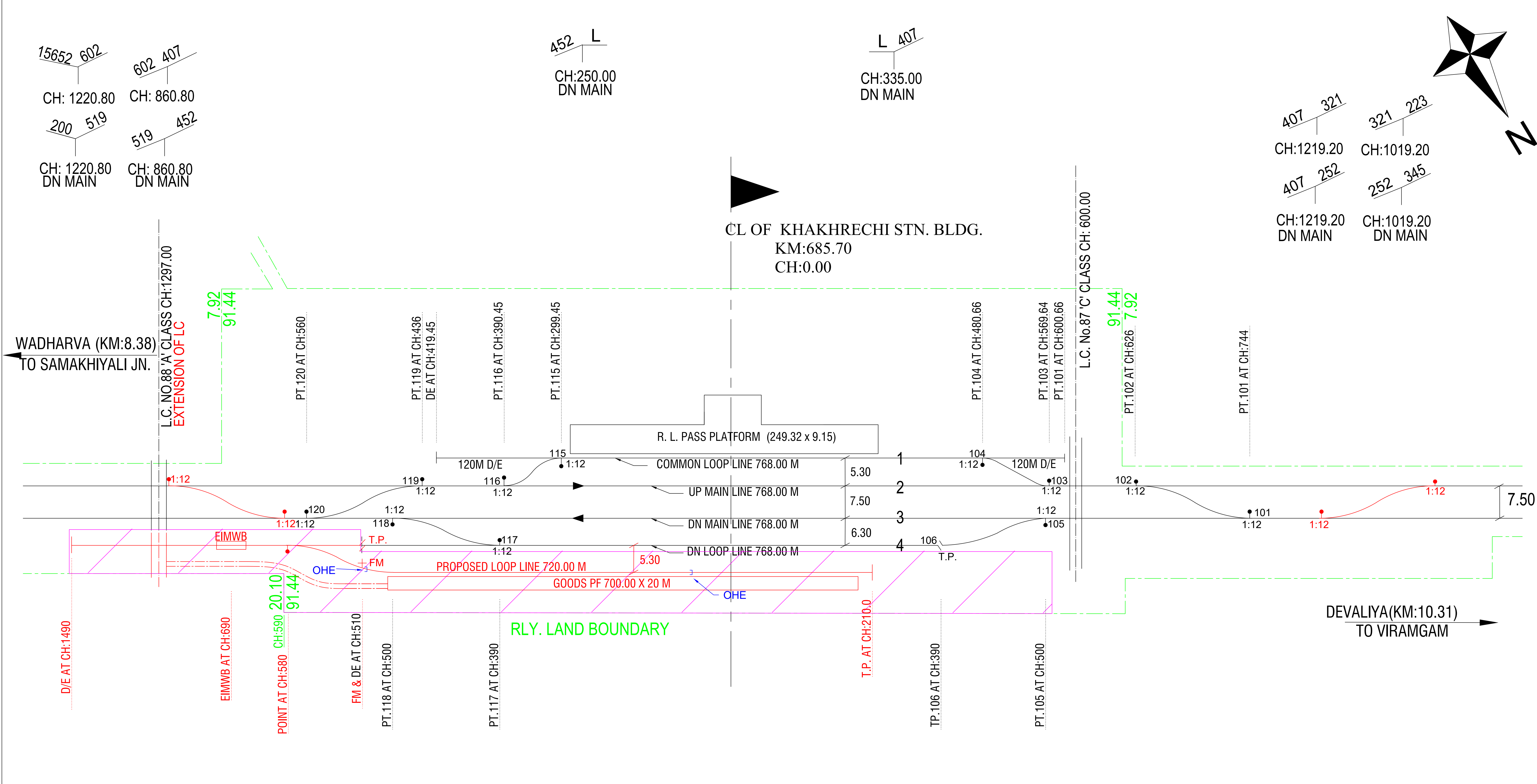
5. Shri Shall be authorized partner/person on behalf of the Joint Venture to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive payment in the name of JV, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of WR tender/Contract. All notices/ correspondence with respect to the contracts would be sent only to this authorized partner/person of the JV Firm. (All the above actions shall be in the name and on behalf of JV).
6. Notwithstanding anything herein, in respect of the WR Tender, with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.
7. It is agreed by the parties to this JV that all the relevant extant policy guidelines shall be followed by the Joint Venture.
8. Responsibility: Each Party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the Contract and in this MOU as if it was, with regard to this Scope of Work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.
9. Assignability: No party to the Joint Venture has the right to assign or transfer the interest, right or liability in the contract without the prior written consent of the other party and that of the Railway.
10. Use of Machinery, Instruments, Labour Force, etc.: The Parties here to undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for the purpose of execution of the contract without any hindrances and obstacle.
11. Duration of MOU: It shall be valid during the entire currency of the contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.
12. It is agreed by the parties to the JV that they shall always indemnify Railway administrations against all actions, suits, claims demands and proceedings or any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Joint Venture in connection with the performance of it's obligation under this MOU or agreement with the Rly administration during or on the cessation of the said agreement or MOU.
13. Applicable Law: The MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at the place where MOU is executed/ signed between the parties.
14. Settlement of Disputes: In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes between/amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act, 1996 or/any statutory modifications made thereafter.
15. All communications or notices provided for herein shall be in the English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below:-

M/s

M/s

All correspondence and notices to the Joint Venture firm shall be addressed to the Lead Member i.e. M/s..... /Shri..... at the address stated herein below:- M/s.....Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

16. Each Part shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes levied or imposed or any of its employees or personnel or any of its subcontractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.



- PROPOSED WORK FOR GCT SHOWN IN RED
- PROPOSED AREA FOR LAND LICENSING IN MAGENTA (AREA:- (970 x 77.64)+(810 X 6.3)= 75,310.8+5103 = 80,413.8 SQM)

WESTERN RAILWAY		
AHMEDABAD DIVISION		VG-SIOB SECTION
<div>PROPOSED WORK FOR GCT AT KHAKHRECHI STN.</div> <div>AT KM 685.70 (EX - CCG)</div> <div>NOT TO SCALE</div>		
Signature block		
DRM-AHMEDABAD	VED PRAKASH	Digitally signed by VED PRAKASH Date: 2026.05.14 17:17:52 +05'30'
SRDEN(Co)-ADI	VAIBHAV SAKLECHA	Digitally signed by VAIBHAV SAKLECHA Date: 2026.04.22 16:10:40 +05'30'
SRDOM-ADI	ZENIA GUPTA	Digitally signed by ZENIA GUPTA Date: 2026.04.22 17:53:28 +05'30'
SRDSTE(SIG)-ADI	ABHINAV YADAV	Digitally signed by ABHINAV YADAV DN: cn=ABHINAV YADAV, c=IN, o=WESTERN RAILWAY, ou=S and T Reason: I am the author of this document Location: Date: 2026-04-15 15:53+05:30
SRDEE(TRD)-ADI	MEETHA LAL MEENA	Digitally signed by MEETHA LAL MEENA Date: 2026.04.17 13:52:42 +05'30'
SRDCM-ADI	ANNU TYAGI	Digitally signed by ANNU TYAGI Date: 2026.04.15 14:43:04 +05'30'
SRDEN(WEST)-ADI	VIKAS YADAV	Digitally signed by VIKAS YADAV Date: 2026.04.22 15:30:47 +05'30'