



डेडीकेटेड फ्रेट कोरीडोर

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इंडिया लि.

भारत सरकार (रेल मंत्रालय) का उपक्रम

Dedicated Freight Corridor Corporation of India Limited

A Govt. of India (Ministry of Railways) Enterprise

No. 2021/HQ/Admin/RTI-1139

New Delhi: 19.01.2024

Sh. Sanjay Pandey

UP

Subject: Providing information w.r.t. Original RTI Application received under the RTI Act 2005.

Reference: RTI application dated 17.10.2021 (Registration No. DFCCCL/R/E/21/00903) and received through DOPT portal.

In supersession to this office letter of even number dated 18.10.2021 the revised information is attached.

DA: 04 sheets

(S.K. Panda)

JGM/Admn.(CPIO)

Mob.-9717636811

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Copy to:

DCM/Civil

Note

No. TDL/156/2023 [25196]

Dated: 18-01-2024

Sub- Requirement for Clarification in c/w Information under RTI act sought by **Applicant** – Mr. Sanjay Pandey RTI (RTI no-1139) Application [Date of receipt -17-10-2021; Registration no-DFCCL/R/E/21/00903, Address- Flat - 2 12, Tower - 10, Silver City 2, Sector - pi 2. Greater Noida, GREATER NOIDA, Pin:201310; Cell no- +91-96 74838428; E Mail ID- Sanjay_mit@hotmail.com]

Ref-

- i) DFCCIL reply to RTI-1139 vide correspondence bearing ref no- HQ/EN/RTI/Part -II dated 18-10-2021
- ii) RTI No-1139, forwarded, vide JGM/Admin (CPIO) Note no- 2021/HQ/ ADMIN/ RTI- 1139 dated 18-10-2021

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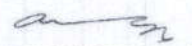
This bears reference to DFCCIL reply to information sought by the Applicant vide above referred online Application (RTI-1139), conveyed vide CPIO Correspondence dated 18-10-2021 (Ref-(i) above). Subsequent to and consequent upon intra DFCCIL review of the DFCCIL Clarifications/replies to requests for information under RTI, it has been ascertained to the effect that the information, as contained in the DFCCIL aforesaid correspondence dated 18-10-2021 (serial no-1) does not, being not based on any official record, form appropriate information to the Applicant request for the same under RTI Act. Moreover, the queries are explanatory in nature which do not come under preview of information as per s.2(f) of the Act. In order to provide the information, in terms of RTI act, revised reply, as approved by Competent Authority (ED/AM/EDFC), to the Applicant's request for Information under RTI act, is as under;

S.No.	RTI Application	Revised Reply
1	Whether compensation of maximum of Rs. 2000/- per day per KM is valid only for original contract period or also valid in extended period if extension is granted for reason attributable to the Employer?	Ignore the earlier reply given in DFCCIL Letters No. HQ/EN/RTI/Part-II dated 18.10.2021 and read it as incorrect. The Query does not refer to any specific provision of a Contract, therefore DFCCIL is not in a position to reply such general query.
2	Whether condition regarding compensation of maximum of Rs. 2000/- per day per KM is fixed arbitrary or based on analysis of cost to be incurred by Contractor in extended period?	Ignore the earlier reply given in DFCCIL Letters No. HQ/EN/RTI/Part-II dated 18.10.2021 read it as incorrect. The query seeks interpretation of an unREFERRED Contract Clause. This query is not an information, as defined vide section 2(f) of RTI act or a record, as defined vide section 2(i) of RTI act.

S.No.	RTI Application	Revised Reply
		Hence, no reply is preferred.
3	If provision of compensation of maximum of Rs. 2000/- per day per KM is based on analysis, request to provide analysis for all contract packages.	Ignore the earlier reply given in DFCCIL Letters No. HQ/EN/RTI/Part-II dated 18.10.2021 read it as incorrect. Please see reply to preceding Query no-2. Hence, no reply is preferred.
4	Request to confirm whether compensation of maximum of Rs. 2000/- per day per KM in extended period for as per Sub-Clause 2.1 complying prevailing laws of India related to compensation in such situation as Sub clause 1.4 of FIDIC Yellow Book modified under Particular Condition and Appendix of Tender says that the Contract shall be govern by Law of India.	Ignore the earlier reply given in DFCCIL Letters No. HQ/EN/RTI/Part-II dated 18.10.2021 read it as incorrect. Please see reply to preceding Query no-2. Hence, no reply is preferred.

Therefore, in substitution of the earlier conveyed DFCCIL reply, the reply, corrected by DFCCIL by way of introspective review, to Applicant- Mr. Sanjay Pandey RTI (RTI no-1139) Application for information under RTI Act may be conveyed to the Applicant.

JGM/Admin (CPIO)


 18/01/2024
 GGM/CM
 (Ajit Kumar Mishra)

Dear Sir / Madam,

Background:

DFCCIL floated Tenders in last few years for different Contract Packages which are still available under "Archived Tender" at <https://dfccil.com> These Tender Documents which includes for Contract Packages like Sone Junction, CTP-11, CTP-12 & 13, CTP-14, CTP-3_1, CTP-3_2, SEB-NSEB-CPBH_01062015, CP-201 & 202, CP-301 & 302, CP-303, are having FIDIC Yellow Book as General Condition of Contract (GCC) and suitably modified under Particular Condition of Contract (PCC) and Appendix to Tender.

One of these modification is Sub-Clause 2.1 (b) of GCC, for all Contract Packages, has provision of Payment of any such cost plus reasonable profit subject to a maximum of Rs. 2000/- per day for every km if the Contractor suffers delay and/or incurs Cost as a result of a failure by Employer to give any such right or possession within such time whereas spirit of GCC and Land of Law to compensate any loss without any capping for same event.

Further, as per provision of Contract in all Contract Packages, Contractor has to provide and maintain several facilities to Engineer like office, manpower, vehicles, stationeries etc. (although it is varying section wise) and also has to retain Key Personnel during contract period (which cost approx. Rs. 1,00,000/- to Rs. 2,50,000/- per day) in addition to idling of the Contractor's other manpower, machineries and other resources whereas compensation of Rs. 2000/- per day per KM is fixed for all Contract Packages irrespective of locations and facilities.

As in all above mentioned Contract Packages, DFCCIL is agreeing that Contract shall govern by the Indian Law and spirit of the GCC is to compensate the any loss incurred by Contractor plus reasonable profit for reason attributable to the Employer's obligation under 2.1 which is in line to Land of Law related to compensation STLL, DFCCIL modified Sub-Clause 2.1(b) by capping compensation to Rs. 2000/- per day per km which is not at par with Contractor's loss in extended period. In view of the above, it is requested to provide following information:

1. Whether compensation of maximum of Rs. 2000/- per day per KM is valid only for original contract period or also valid in extended period if extension is granted for reason attributable to the Employer?
2. Whether condition regarding compensation of maximum of Rs. 2000/- per day per KM is fixed arbitrary or based on analysis of cost to be incurred by Contractor in extended period?
3. If provision of compensation of maximum of Rs. 2000/- per day per KM is based on analysis, request to provide analysis for all Contract Packages.

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4. Request to confirm whether compensation of maximum of Rs. 2000/- per day per KM in extended period for as per Sub-Clause 2.1 complying prevailing laws of India related to compensation in such situation as Sub-Clause 1.4 of FIDIC Yellow Book modified under Particular Condition and Appendix of Tender says that the Contract shall be govern by Law of India.