

**Note**

No. HQ/EN/WC/PWC(RTI)/1/2020 [1379]

Dated: 04-04-2024

Sub- Requirement for Clarification in c/w Information under RTI act sought by Applicant – Sh. Anant Ambalia RTI Application [ Registration number-DFCCL/RIE/24/00237; date of registration-04-03-2024-Address- 54, Ashok Nagar Society, Katargam Singanpor Road, Surat. Pin:395004; Cell no-9638646999; E Mail ID- windson1108@gmail.com]

Ref- RTI-258

-x-

With reference to information sought by the Applicant vide above referred Application, in as much as 'the information sought' contextually pertains to the Office of the ED/Asset Management –WDFC and applicable till the date of this correspondence, following information is conveyed under col no-2;

<b>Sn (Col no-1)</b>	<b>Reference / extract from RTI Applicant's referred Request for information under "Information sought" (Col no-2)</b>	<b>Comments (Office of the ED/Asset Management – WDFC) (Col No-3)</b>
1)	Provide me a contract agreement copy and work order copy of STP-17 Package of WDFC (CTPI3,12&11)	There is no document "Work order" of STP-17. Therefore, it cannot be furnished.  The Contract Agreement of STP-17 package of WDFC is attached herewith

ED/AM/WDFC – (ON TOUR)

JGM/Admin (CPIO)

  
04.4.24  
JGM/Asset Management/WC/CO



सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL805158402288010
Certificate Issued Date	: 06-Aug-2016 12:46 PM
Account Reference	: IMPACC (IV)/ dl776503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL776503605570543779840
Purchased by	: DFCCIL
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DFCCIL
Second Party	: SOJITZ L AND T CONSORTIUM
Stamp Duty Paid By	: DFCCIL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



**Vetted**

**GM(Fin.)**

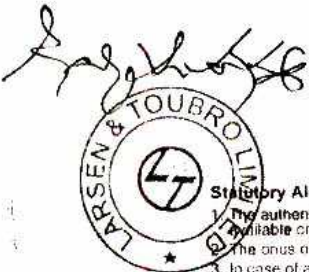
#### CONTRACT AGREEMENT

(HQ/S&TWC/Phase-2/PKG ST P-17/D&B/9/SOJITZ – L&T)

This AGREEMENT is made on the 10<sup>th</sup> day of August 2016, at New Delhi, between '**Dedicated Freight Corridor Corporation of India Limited**, incorporated under the laws of India and having the principal place of business at 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building complex, New Delhi – 110001 (hereinafter called 'the Employer') of the one part

and

**SOJITZ – L&T Consortium (SLT)** having its Office at:  
C/O, Larsen & Toubro Ltd. Railway Business,  
Transportation Infrastructure, IC, L&T, Construction,



**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



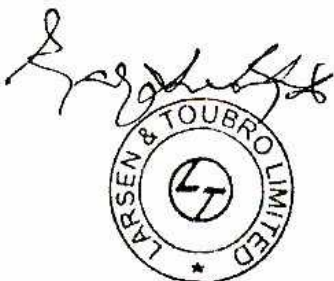
Vatika – Mindscape Building, Tower – A, 8<sup>th</sup> floor,  
12/3, Delhi – Mathura Road, Near Sarai Khawaja Metro Station,  
Faridabad – 121003, Haryana (India)

(Hereinafter called "the Contractor") of the other part

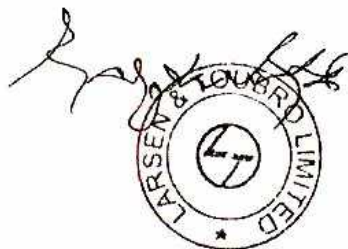
WHEREAS the Employer desires that the Works known as "DESIGN AND CONSTRUCTION OF SIGNAL AND TELECOM WORKS FOR DOUBLE LINE RAILWAY INVOLVING TRAIN DETECTION SYSTEM, ELECTRONIC INTERLOCKING IN STATIONS, AUTOMATIC SIGNALLING IN BLOCK SECTIONS, TRAIN MONITORING AND DIAGNOSTIC SYSTEM (TMS), INTERLOCKING OF LEVEL CROSSING GATES, DISPATCH TELEPHONE SYSTEM, FIBER OPTIC COMMUNICATION SYSTEM, GSM(R) SYSTEM, DIGITAL ELECTRONIC EXCHANGE SYSTEM AND MASTER CLOCK SYSTEM FOR JNPT – VADODARA SECTION (APPROX. 422 KM) INCLUDING TESTING AND COMMISSIONING ON DESIGN-BUILD LUMP SUM PRICE BASIS OF WESTERN DEDICATED FREIGHT CORRIDOR (PHASE 2)" should be executed by the Contractor and has accepted Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract Documents referred to.
2. The following Documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all the other Contract documents.
  - a) The Certificate regarding authenticity of documents.
  - b) The DFCCIL's Provisional Letter of Award No. HQ/S&T/WC-II/STP-17/BID dated 13.05.2016 along with acceptance by Sojitz – L&T Consortium.
  - c) The copy of the Performance Security submitted by the Contractor.
  - d) The letter No. DFCCIL/STP-17/SOJITZ-L&T/2016-17/BID/005 dated 08.06.2016 from Sojitz – L&T Consortium regarding 'Place of Arbitration'.
  - e) The letters No. DFCCIL/STP-17/SOJITZ-L&T/2016-17/BID/003 dated 07.06.2016 and DFCCIL/STP-17/SOJITZ-L&T/2016-17/BID/015 dated 16.07.2016 from Sojitz – L&T Consortium for change in Authorised Signatory of Consortium along with relevant documents.
  - f) The letters No. DFCCIL/STP-17/SOJITZ-L&T/2016-17/BID/009 dated 17.06.2016 and DFCCIL/STP-17/SOJITZ-L&T/2016-17/BID/010 dated 21.06.2016 from Sojitz – L&T Consortium for change in Authorised Signatory of L&T Limited along with relevant documents.
  - g) The DFCCIL letter No. HQ/S&T/WC/Phase-2/PKG ST P-17/D&B/9/SOJITZ – L&T dated 25.07.2016 giving Approval for change in Authorised Signatories of Consortium and L&T Ltd.



- h) The letter No. HQ/S&T/WC/Phase-2/PKG ST P-17/D&B/9/SOJITZ – L&T dated 26.07.2016 from DFCCIL for extension of Contract Agreement signing date.
- i) Contractor's Warranty.
- j) Memorandum of Understanding for a Sub-Contracting Agreement:
- (i) Between SOJITZ – L&T Consortium and M/s Kyosan Electric Manufacturing Co. Ltd.;
  - (ii) Between Sojitz – L&T Consortium and Systra S.A.;
  - (iii) Between Sojitz – L&T Consortium and Huawei Technologies Co. Ltd.
- k) Undertaking submitted by Sojitz – L&T Consortium vide letter No. DFCCIL/STP-17/SOJITZ-L&T/2016-17/BID/022 dated 01.08.2016 for submission of Sub-Contracting Agreements later and DFCCIL Approval for the same vide letter No. HQ/S&T/WC/Phase-2/PKG ST P-17/D&B/9/SOJITZ – L&T dated 28.07.2016.
- l) The Sub-Contractor's Warranty:
- (i) Sub-contractor's Warranty from M/s Huawei Technologies Co. Ltd.
- m) The Designer's Warranty:
- (i) Sub-Design Consultant's Warranty from M/s Kyosan Electric Manufacturing Co. Ltd.;
  - (ii) Sub-Design Consultant's Warranty from M/s Systra S.A.
- n) The letter of Tender – Price Bid of Contractor's Proposal.
- (i) Letter of Price Bid as submitted by the Contractor.
  - (ii) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans (Form FIN-5).
  - (iii) Letter of clarifications on Financial Bid (as submitted by the Contractor).
  - (iv) Schedule 1 – Schedule of Adjustment Data as submitted by the Contractor.
  - (v) Schedule 2 – Preambles to the Price Schedule.
  - (vi) Schedule 3 – Price Schedule – Lump Sum Bid price
  - (vii) Schedule 4 – Price Schedules – Breakup of Lump Sum Bid Price against various Cost Centers for payment purpose.
  - (viii) Schedule 5 – Payment Schedule.
  - (ix) Schedule 6 – Spares, Special tools, Diagnostic Equipment & Test Instruments required as a part of the Contract.
  - (x) Schedule 7 – Anticipated Cash Flow of the Work.
  - (xi) Schedule 8 (Part A) – List of Foreign Cost Components (items to be procured under STEP component).
  - (xii) Schedule 8 (Part B) – List of Foreign Cost Components (items other than to be procured under STEP component).



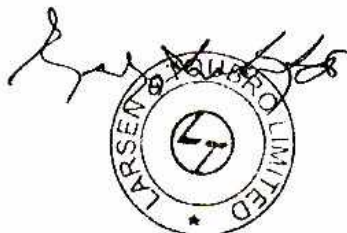
**Vetted**  
 GM(Fin.)





- (xiii) Schedule 9 (Part A) – List of Local Cost Components (items to be procured under STEP Component).
  - (xiv) Schedule 9 (Part B) – List of Local Cost components (items other than to be procured under STEP component).
  - (xv) Contract Forms (As per format given in volume 1 of the Bid Documents).
- o) The Letter of Pre-Qualification from the Employer.
  - p) The letter of Supplementary PQ Evaluation result.
  - q) The letter of Tender – Technical Bid.
  - r) The Addenda to the Bidding Documents:
    - (i) Addendum No.1 dated 26.08.2015.
    - (ii) Addendum No.2 dated 26.08.2015
    - (iii) Addendum No.3 dated 26.08.2015.
    - (iv) Addendum No.4 dated 26.08.2015
  - s) List of eligible Countries of Japanese ODA STEP Loans.
  - t) The Appendix to Bid.
  - u) The Particular Conditions.
  - v) The General Conditions [ FIDIC – (Federation International Des Ingenieurs Conseils) – Conditions of contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, Designed by the Contractor (Edition 1999)]
  - w) The Employer's requirements (General Specifications) – Vol. II of the Bid Documents.
  - x) The Employer's requirements (Particular Specifications) – Vol. III of the Bid Documents.
  - y) The Evaluation and Qualification Criteria.
  - z) The letters from the Sojitz – L&T Consortium providing clarifications on their technical proposal. Letter No. DFCCIL/STP-17/SOJITZ-L&T/2015-16/BID/03 dated 29.01.2016 and DFCCIL/STP-17/SOJITZ-L&T/2015-16/BID/04 dated 03.02.2016.
  - aa) The Contractor's Technical proposal:
    - (i) Bid Requirements and Experience (Volume A - part 1 of 4 & Part 2 of 4);
    - (ii) Audited financial statements for five years (Volume A – Part 3 of 4 & Part 4 of 4);
    - (iii) Technical Proposal (Volume B – Part 1 of 4 to Part 4 of 4).

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in the Employer's Provisional Notification of Award as referred above at serial No. - 2(b) of this Agreement, the Contractor hereby covenants



**Vetted**  
 GM(Fin.)



with the Employer to execute the Works within a period of 208 weeks for Main line Works and 416 weeks for On-Board Works [Ref – appendix to Bid and Particular Conditions Sub Clause No.8.2] from commencement of Works as defined under Particular Conditions [Ref – 2(u), above], Sub Clause No.8.1 and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor the amount as indicated in the Employer's Provisional Notification of Award as referred above at serial No. 2(b) of this agreement in consideration of the execution and completion of the Works within the period of 208 weeks for Main Line Works and 416 weeks for On-Board Works from commencement of Works as defined under Particular Conditions [Ref-2(u) above] Sub Clause No.8.1 and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. In pursuant to the ATB 20.6 (b) and PC 20.6 (a) (ii), the place of arbitration shall be Singapore as confirmed by the Contractor vide letter No. DFCCIL/STP-17/SOJITZ-L&T/2016-17/BID/005 dated 08.06.2016.

6. The SOJITZ-L&T Consortium would be comprised by

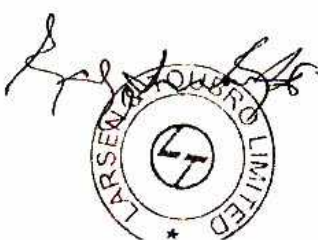
- (i) **Sojitz Corporation (Lead Partner)**, 1-1, Uchisaiwaicho, 2-chome, Chiyoda-ku, Tokyo 100-8691, Japan;
- (ii) **Larsen & Toubro Ltd. (Partner)** Railway Business, Transportation Infrastructure - IC, L&T Construction, Vatika – Mindscape Building, Tower – A, 8<sup>th</sup> Floor, 12/3 Delhi - Mathura Road, Near Sarai Khawaja Metro Station, Faridabad – 121003, Haryana (India)

and its Specialist Sub – Contractors and Specialist Sub - Design Consultant shall be as under:

- (i) **Kyosan Electric Manufacturing Co. Ltd.** for Design Works of EI and TMS;
- (ii) **Systra S.A** for Design Work of Fiber Optic Communication System with SDH Equipment & GSM(R) System;
- (iii) **Huawei Technologies Co. Ltd.** for Supply, Installation, Testing & Commissioning of GSM(R) System.

Balance Key Activities as mentioned in LOA at Para No. 1(c), 1(d), 1(e), 1(f) and 1(g) shall be done by **Consortium Partners**.

7. In terms of Clause – 5 of Form - Joint Venture/Consortium/Association Agreement (Ref. Section – 3B - Bid Forms: Bid Requirements), Lead Partner and Partner of Sojitz – L&T Consortium shall be jointly and severally liable to the Employer in the discharge of all obligations and liabilities as per the Contract with the Employer and for the performance of Contract awarded for ST P-17.
8. In case, either Lead partner or Partner fails or delays to perform its obligation either partially or totally, it shall be responsible for all the out comings concerned, and upon such conditions, the other Partner or Lead Partner shall



Vetted  
GM(Fin.)



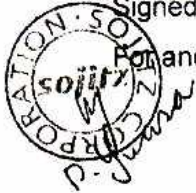


be obliged to take measures to perform well all the obligations under the Contract with the Employer.

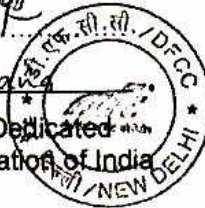
- The accepted Contract amount in terms of Sub Clause 1.1.4.1 of General Conditions (Ref-page – 234 of Part-1 General of Contract Agreement for ST P-17) is only mentioned in DFCCIL Provisional Notification of Award (LOA, Ref-page – 9-12 of Part 1 : General of Contract Agreement for ST P-17) and accordingly, Schedule – 4 & 5 of Price Bid (Ref – page No.93-137 of Part 1: General of Contract Agreement for ST P-17) shall be read with LOA.
- Sojitz – L&T Consortium shall ensure compliance of GSM(R) specifications as per Bid Documents and furnish supporting documents before submitting Sub-Contracting Agreement for GSM(R) work.

In WITNESS whereof the parties hereto have caused this Agreement to be executed in three (3) originals in accordance with the laws of India on the day, month and year indicated above.

Signature..... P. Gnasa  
Signed by Mr. P. Gnasa  
For and on behalf of Sojitz-L&T Consortium



Signature..... [Signature]  
Signed by Mr. D. S. Rankawat  
For and on behalf of Dedicated Freight Corridor Corporation of India Limited



Signature..... [Signature]  
Signed by Mr. V. MOHANA SUNDARAM



For and on behalf of Larsen & Toubro Ltd.

In the presence of

Witness Signature..... [Signature]

Name Mr. Abhilash Purshit

Address L&T Faridabad

Date 10/08/2016

In the presence of

Witness Signature..... [Signature]

Name Mr. Ashutosh Rankawat

Address

Date

ए. रांकावत / A. RANKAWAT  
कार्यकारी निदेशक/एग्जिक्यूटिव डी.एच.ओ.  
Executive Director/WDFC  
डिडीकेडिई फ्रीट कोरिडोर कॉर्पोरेशन ऑफ इंडिया लि.  
Dedicated Freight Corridor Corporation of India Ltd  
एन.ए.एम.ए. (वि.मं.सं.सं.) नं. १२२२१

**Vetted**

**GM(Fin.)**