

डेडीकेटेड फ्रेंट कोरीडोर कॉर्पोरेशन ऑफ़ 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-340

New Delhi: 11.06.2021

Sh. Suresh Maurya Gujarat

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

> Reference: Your RTI Application dated 16.05.2021 (Registration DFCCL/R/T/21/00029) transferred from Western Railway and received through DOPT.

Please connect your online RTI application dated 16.05.2021, which has been transferred to DFCCIL to provide information. As advised through DOPT portal on 2405.2021, you have online deposited the required stationery charges on 11.06.2021. Now, information, as obtained from the concerned record holding office and pertaining to DFCCIL is

| S. No | Point No. | Information sought for | Information provided |
|-------|-----------|--|---|
| 1. | 1 | Refer to the original RTI application dt. 16.05.2021 | Copy of Contract Agreement and letter of Acceptance are attached, having all the information sought (12 pages). |

Hope the above information is complete and satisfactory. If not, then you can appeal within 30 days of receipt of the letter to the 1st Appellate Authority whose name

Ms. R. P. Chhibber GGM/Administration DFCCIL, 5th Floor, Supreme Court Metro Station Building, Pragati Maidan, New Delhi-110001.

DA: 12 sheets

Dy. G.M/Admn.(PIO) E-mail: skroy@dfcc.co.in

011-23454707



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL43608354937634N

17-Aug-2015 12:09 PM

IMPACC (IV)/ dig3g303/ DELHI/ DL-DLH

SUBIN-DLDL93930384646268924672N

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA

Article 5 General Agreement

5TH FLOOR, PRAGATI MAIDAN METRO STATION BUILDING,

NEW DELHI-110001.

(Zero)

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA

EXPRESS FREIGHT CONSORTIUM

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA

(One Hundred only)



Please write or type below this line.....

CONTRACT AGREEMENT

(HQ/EN/PWC/PHASE - II PKG - 12/D&B/3/Express Freight Consortium)

THIS AGREEMENT is made on the 18 day of August, 2015, at New Delhi, between Dedicated Freight Corridor Corporation of India Limited', incorporated under the laws of India and having its principal place of business at 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi 110001 (hereinafter called "the Employer"), of the one part,

Ехргевь Freight Consortium eight

Express Freight Consortium having its office at -Kelad Partner Office

Mitsul & Co., Ltd., 1-3, Marunouchi 1-chome, Chiyoda-kg

Japan





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CHARLES THE PARTY OF THE PARTY

keen, No.

Local Office:

C/O Mitsui & Co., India Pvt. Ltd., Plot No. D-1, Fourth Floor, Salcon Ras Vilas, District Centre Saket, New Delhi - 110017, India.

(herein after called "the Contractor"), of the other part.

WHEREAS the Employer desires that the Works known as "Design and Construction of Civil, Building and Track Works for double line railway involving formation in embankments/cuttings, bridges, structures (excluding civil works for 50 bridges already under execution and 02 bridges across rivers Damanganga and Par and formations in embankments/cuttings and structures in their approaches on both sides), buildings, ballast on formation, track works (including track works on 50 bridges already under execution and on 02 bridges across rivers Damanganga and Par and on formations in embankments/cuttings and on structures in their approaches on both sides) including Testing and Commissioning on Design-Build Lump Sum Price Basis for Valtarana - Sachin Section of Western Dedicated Freight Corridor Phase-2" (Civil, Building and Track Works Contract Package - 12, ICB No. CT P-12), should be executed by the Contractor, and has accepted a 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:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to
- The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents. 2.

the Certificate regarding authenticity of documents

the DFCCIL Provisional Letter of Award: No. HQ/EN/WC/PQ-12&13 Bid Evaluation, dt. (a) (b)

the copy of Performance Security submitted by the Contractor

the Letter from Express Freight Consortium regarding 'Place of Arbitration' (c) (d)

Contractor's Warranty (as submitted by the Contractor)

- the Memorandum of Understanding for a Subcontracting Agreement (e) between Express Freight Consortium and Harsco Rail (1)
 - between Express Freight Consortium and STUP Consultants Pvt. Ltd. (ii)

the Sub-contractor's Warranty from Harsco Rail

the Designer's Warranty from STUP Consultants Pvt. Ltd.

the letter from Express Freight Consortium regarding change of address, detailed consortium agreement and submission of sub-contracting agreements

the Letter of Tender - Price Bid (Financial Submission) (1)

Correspondence between DFCCIL and Express Freight Consortium w.r.t. Table B in Schedule 1: Schedule of Adjustment Data

Letter of Price Bid (as submitted by the Contractor)

Schedule 1 - Schedule of Adjustment Data (as submitted by the Contractor) (111)

Schedule 2 - Price Schedule - Terms and Procedures of Payments (iv)

- Schedule 3 Price Schedule Submission (as submitted by the Contractor)
- Schedule 4 Executive Summary Price Schedule: Breakup of Contract Price for Payment (including Schedule 4.1 to Schedule 4.9) (vi)
- Schedule 5 Spares required to be supplied as part of the Contract (as submitted by the Contractor)
- Schedule 6 Anticipated Cash flow for the Works (as submitted by the (viii) Contractor)
- Schedule 7 List of Foreign Cost Components (as submitted by the Contractor) Contract Forms (as per the formats given in Volume I of Bid Document) (ix)

the Letter of Tender - Technical Bid (as submitted by the Contractor)

the Addenda to the Bid Document: (1)

- Addendum No. 6 Dated: 31.10.2014
- Addendum No. 5 Dated: 31.10.2014 Addendum No. 4 Dated: 26.08.2014 (iii)
- Addendum No. 3 Dated: 24.06.2014 (iv)
- Addendum No. 2 Dated: 21.02.2014 (v)

Addendum No. 1 Dated: 24.12.2013 (vi)

Vist of Eligible Countries of Japanese ODA STEP Loans







the Appendix to Bid (n)

the Particular Conditions (0)

the General Conditions (FIDIC - Federation International Des Ingenieurs Conseils) -(p) 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)]

the Employer's Requirements (q)

the specifications (r)

the Letter of Pre-qualification from Employer (s)

the Bid Evaluation Procedure and Qualification Criteria

the Letter Dt. 26.12.2014 from the Express Freight Consortium providing clarifications (u) on their Technical Proposal:

the Contractor's Technical Proposal: (v)

Completion & Bid Requirements (Volume 1, Volume 3A & 3B) (i)

Technical Proposal (Volume 2A, 2B & 2C) (ii)

- In consideration of the payments to be made by the Employer to the Contractor as indicated in the Employer's Provisional Letter of Award as referred above at serial no-2(b) of this Agreement, the Contractor hereby covenants with the Employer to execute the Works with in a period of 208 weeks [Ref-Appendix to Bid and Particular Condition Sub-Clause no. 8.2] from Commencement of Works as defined under Particular Conditions [Ref-2(o) above] Sub-Clause no. 8.1 and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- The Employer hereby covenants to pay the Contractor the amount as indicated in the 4. Employer's Provisional Letter of Award as referred above at serial no-2(b) of this Agreement in consideration of the execution and completion of the Works with in a period of 208 weeks from Commencement of Works as defined under Particular Conditions [Ref-2(o) 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.
- In pursuant to the ATB 20.6 and PC 20.6 (a)(ii), the place of arbitration shall be Singapore. 5.
- The Express Freight Consortium would be comprised by 6.
 - Mitsui & Co., Ltd. (Lead Partner)-Address: 1-3, Marunouchi 1-chome, Chiyoda-ku, Tokyo, Japan.

Ircon International Ltd. (Partner)-Address: Plot No. C-4, District Centre Saket, New (ii) Delhi - 110017, India

TATA Projects Ltd. (Partner)-Address: 1-7-80 to 87, Mithona Towers-1, Prenderghast Road, Secunderabad -500003, India

Harsco Rail (Specialist Sub-contractor)-Address: 2401, Edmund Road, Cayce, West Columbia, South Carolina - 291710020, USA

STUP Consultants Pvt. Ltd. (Specialist Sub Design Consultant)-Address- Plot No. 22A, Sector -19C Palm Beach Marg, Vashi, Mumbai - 400705, India

- In terms of Clause -5 of Consortium Agreement as submitted by Express Freight Consortium (Ref-pg 1182 in Part 4A of this Contract Agreement), Lead Partner and Partner of Express Freight 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 Pkg, CT P-12,
- In case, either Lead Partner or Partners fails or delays to perform its obligations either partially or totally, it shall be responsible for all the out comings concerned, and upon such conditions the other Partners or Lead Partner shall be obliged to take measures to perform well all the obligations under the Contract with the Employer.

In Table-B of Schedule-1: Schedule of Adjustment Data (for foreign currency) [Ref-item 2(j)(i) above], Express Freight Consortium have accepted that the original indices description against 0.8 weightage given to adjust apperconnenent of foreign currency as indicated in the submitted

Rrice Bid shall be retained Expres 000





IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

| Signature Signed by Mr. D - V . RANA for and on behalf of the Dedicated Freight Corridor Corporation of India Ltd. | 1. Signature Signed by Mr. MATO TO Suppose Preight Of Consortium and Mitsui & Co., Ltd.) 2. Signature: Signed by Mr. YOG FSM Renn. No. 7 Signed by Mr. Y |
|---|--|
| In the presence of Witness Signature: | In the presence of Witness Signature: Name: Mr Baush Nagain Singh Address: PRCON, C-4, Dhitairt Carlot New Della Date: 18.08.2015 |

Vetted /m GM(Fin.)



Dedicated Freight Corridor Corporation of India Ltd.
(A PSU under Ministry of Railways)

5th Floor, Pragati Maidan Metro Railway Station
Complex, New Delhi-110001.

Without Prejudice

HQ/EN/WC/PQ -12&13 Bid Evaluation

Dated:22-05-2015

Mr. Masato Kaneko
General Manager,
First Projects Department.
Transportation Project Division,
Mitsui & Co.
Authorized Signatory
Express Freight Consortium
Mitsui & Co.
2-1 Ohtemachi,1-chome,
Chiyoda-ku,
Tokyo 100-0004, Japan
Local Address
C-4, District Centre,
Saket, New Delhi – 110017



Sub-Civil, Building and Track works for double line Railway involving formation in embankments/cuttings, bridges, structures (excluding civil works for 50 bridges already under execution and 02 bridges across rivers Damanganga and Par, and formations in embankments/cuttings and structures in their approaches on both sides), Buildings, ballast on formation, track works (including track works on 50 bridges already under execution and on 02 bridges across rivers Damanganga and Par, and on formations in embankments/cuttings and on structures in their approaches on both sides) including testing and commissioning on design-build lump sum price basis for Vaitarana - Sachin section of Western Dedicated Freight Corridor Phase-2 (CTP-12)-Provisional letter of Award in terms of ITB Clause no-39.1(BDS)

Ref- (i) Prequalification notification no-Hq/En/WC/Ph.II/PQ-12 & 13 dated 12-11-2012

(ii) Your PQ Application submitted on 06-03-2013

(iii)DFCCIL Letter no-HQ/EN/PWC/PQ-12&13/PQ Evaluation dated 04-07-2013 intimating the consortium about PQ results

(iv)Your Bids for the CTP-12 submitted & (Technical Bids only) opened on 10-11-2014

(v). This office letter of even number dated 12-03-2015 intimating the bidder about proposed Price Bid opening on 18-03-2015.

(vi) Your Price bid for CTP-12 opened on 18-03-2015.

(vii) JICA's NOC letter JICA (ID)27-169 dated 21-05-2015

Dear Sir,

This is to notify that your Bid Dated 09-11-2014 (submitted on 10-11-2014) for execution of the subject work has been provisionally accepted by DFCCIL for the amount (Bused on your discounted Bid price) of:

INR-21,706,500,000/-(INR Twenty one billion, seven hundred six million five hundred thousand only) with JPY equivalent -38,027,617,350 (JPY-Thirty eight billion, twenty seven million, six hundred seventeen thousand three hundred & fifty only), herein after and in the Condition of the Contract and Contract Forms called "the Contract Price" for execution and completion of the subject work and remedy any defects therein during the defect Notification period as per the condition of the Contract with following stipulations

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Q.



. . . . 6

- (ii) Price schedule (schedule-3) as appended in your Price Bid at Page -14,15 & 16 has been corrected under arithmetical corrections and the corrected Price Schedule-3 has been enclosed as Annexure-1 to this Provisional letter of award.
- (iii) Contractor has to satisfy himself about exemptions/deductions in the Tax rates as applicable, Contractor shall be responsible for all the taxes/ duties/Fees/Royalties etc as applicable/payable on Base Date with reference to FIDIC sub Clause 14.1. Employer will not be responsible for any Tax dispensation on this account.

The contract Price shall have the following currency division for payment (to the Contractor) purpose:

- (i) INR-18,308,196,627 (Eighteen billion, three hundred eight million, one hundred ninety six thousand, six hundred & twenty seven only)
- JPY-4,454,462,231 ((Four billion, four hundred fifth four million, four hundred sixty two thousand, two hundred & thirty one only)
- USD-6,141,759.924(Six Million, one hundred forty one thousand, Seven hundred fifty nine point nine two four only)
- (iv) EURO: 6,178,644.470(Six million, one hundred seventy eight thousand, Six hundred forty four point four seven only)

As specified in ITB 39.1 (BDS), this provisional acceptance of your bid shall be without any liability on DFCCIL unless the Contract is signed between DFCCIL and 'Express Freight Consortium' and same is concurred by JICA.

As specified in ITB 39.2 (BDS), this provisional notification of award shall constitute a binding Contract Agreement Between DFCCIL and 'Express Freight Consortium' till a formal Contract Agreement is executed and concurred by JICA.

In terms of Provision of ITB 41.1, ATB 4.2 & GC sub Clause 4.2, please furnish the Performance security @ 5% of the Contract Price and in the same currencies of the Contract Price within 28 Days of receipt of this Provisional Notification of award, using for that purpose the Performance security Form as included in section 7 of volume-1 of the Bid documents for CTP-12.

Thanking you,

Encl: As above

Yours truly,

Signature of Authorized signatory

Name & designation of Signatory

: D.S. Rana-Dir/Infra

Name of Agency: Dedicated Freight Corridor Corporation of India ltd

31

Express Freight Consortium

Corrected Price Schedule (Schedule 3)

| Name of Payment Currency | A Amount of Currency | B Rate of Exchange (Foreign currency per unit of Japanese Yen) | C Foreign Currency equivalent C= AxB |
|---|-------------------------|---|--|
| Local Currency INR | 21,043,904,169 | 1.7519 | 36,866,815,714 |
| Foreign Currency Japanese Yen | 5,120,071,530 | 1,0000 | 5,120,071,530 |
| Foreign Currency USD | 7,059,494.166 | 107,2976 | 757,466,781.2 |
| Foreign Currency Euro | 7,101,890.195 | 135,9569 | 965,550,975 |
| Equivalent Bid Price in Japanese Yen | | | 43,709,905,000 |
| Equivalent Bid Price in INR | | | 24,950,000,000 |

Vetted



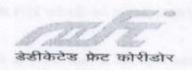


| Continued to September Continued to Septem | Description of Cost Centre | Weightings of Coat-centry (% of testal End Pring) | Weightige of Coat Centre - Foreign Currency (JPV) Particle out of Column Na. (C) in terms of percentige | Formign Currently Lesium No.(3) = Conversion Factor (lesium 19Y as on Rase Date) = Tale Price in 1981 (XI | Weightings of Cost Contre – Faisilgn Currency 2 (USD) Promions out of Column No. (37-in terms of percentage | Weightings of Cost Fortilith Currency 2 Control—Febrials Column Nei (5) x Currency 2 (USD) Conversion Factor Portions out of (IMR self-extility Column Noi (2) in Currency 2 (USD), terms of 2x on Base Date) x percentage 664 Price in WR (X) | Weightage of Cost Centre - Fareign Currency 3 (fore) Partises incl. of Leans of percentage | Fereign Currency 3 Conversion Net 77 x Conversion Factor (1981 ta Facelop Currency 3 (faun), as on fless Earls) x Sice Froze in ARR (25) | Wrightinge of Cost Centim - Local Currency Portional cost of Column No. (1)* | Lindel Currency in third. Column the 35 abid Price in this (2) |
|--|--|--|---|---|---|--|---|--|--|---|
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| 11-7100% 11-7137548% 5,120,0771.530 0% 7,059,494.1460 2,1000395075 7,101,800.1950 2,101,800.1950 2,100,800.1950 | sin Payments for sion of Building Crossing Stations | 1.290% | 9.00 | | 8 | | 6 | | 3,290% | 900,814,000 |
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| | Big Price in terms of service | | | | | | | | 920 | 34 640 000 000 |
| | The state of the s | | | | | | | | | |
| 541 | | | | | | | | | corrected HPY | 43,745,905,000 |









Dedicated Freight Corridor Corporation of India Ltd.

(A PSU under Ministry of Railways)

5th Floor, Pragati Maidan Metro Railway Station
Complex, New Delhi-110001.

Without Prejudice

HQ/EN/WC/PQ -12&13 Bid Evaluation

Dated:22-05-2015

Mr. Masato Kaneko
General Manager,
First Projects Department.
Transportation Project Division,
Mitsui & Co.
Authorized Signatory
Express Freight Consortium
Mitsui & Co.
2-1 Ohtemachi,1-chome,
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Tokyo 100-0004, Japan
Local Address
C-4, District Centre,
Saket, New Delhi – 110017



Sub-Civil, Building and Track works for double line Railway involving formation in embankments/cuttings, bridges, structures (excluding civil works for 50 bridges already under execution and 02 bridges across rivers Damanganga and Par, and formations in embankments/cuttings and structures in their approaches on both sides), Buildings, ballast on formation, track works (including track works on 50 bridges already under execution and on 02 bridges across rivers Damanganga and Par, and on formations in embankments/cuttings and on structures in their approaches on both sides) including testing and commissioning on design-build lump sum price basis for Vaitarana - Sachin section of Western Dedicated Freight Corridor Phase-2 (CTP-12)-Provisional letter of Award in terms of ITB Clause no-39.1(BDS)

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INR-21,706,500,000/-(INR Twenty one billion, seven hundred six million five hundred thousand only) with JPY equivalent -38,027,617,350 (JPY-Thirty eight billion, twenty seven million, six hundred seventeen thousand three hundred & fifty only), herein after and in the Condition of the Contract and Contract Forms called "the Contract Price" for execution and completion of the subject work and remedy any defects therein during the defect Notification period as per the condition of the Contract with following stipulations





- For Table B: Foreign currency in Form Schedule 1, Indices for October 2014 shall be (i) furnished during the execution of the Project.
- Price schedule (schedule-3) as appended in your Price Bid at Page -14,15 & 16 has (ii) been corrected under arithmetical corrections and the corrected Price Schedule-3 has been enclosed as Annexure-1 to this Provisional letter of award.
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Thanking you,

Encl: As above

Yours truly,

Signature of Authorized signatory

: D.S. Rana-Dir/Infra

Name & designation of Signatory

Name of Agency: Dedicated Freight Corridor Corporation of India ltd







Corrected Price Schedule (Schedule 3)

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| Equivalent Bid Price in Japanese Yen | | | 43,709,905,000 |
| Equivalent Bid Price in INR | | | 24,950,000,000 |

Vetted Vetted





| | Weightage of Cost centre (% of total Bid Price) | Cost Centre - Foreign Currency (JPY) Portion out of Column No.(2) * in terms of percentage | Foreign Currency (JPY) Column No.(3) « Cohversion Factor (NNR to JDV as on Base Date) x Bid Frice in INR (X) | Weightige of Cost Centre - Foreign Current out of Column No. (3)* in Serns of percentage | Weightige of Cost Tearligh Currency-2 Centre—Foreign Column Ho.[5] x Currency 2 (USD) Convenion Factor Portions out of (INR to Fareign Column No.(2)* in Currency-2 (USD), terms of as on Base Date; x percentage 864 Price in INR [X] | Weightage of Cost Centre – Foreign Currency-3 (Euro) Portions out of Column No. [2]* in Lerms of Decentage | Foreign Currency-3 Column Mo.(7) x Column Mo.(7) x Conversion Factor (INR to Foreign Currency 3 (Euro), as to Base Date) x 6c 9 cte in INR (N) | Weightage of Cost Centre - Local Currency Portion® aut of Column No. [2]* | Local Currency in INR Column No. (9) sibid Price in INR (N) |
|--|--|--|--|--|--|--|--|---|--|
| (2) | (2) | (3) | [4] | (5) | 151 | | 100 | | |
| 4.1 - Validation of Survey Data, Investigation, Designs, Technical Design, Setting Dur and As-Built Orawings | 2.140% | É | | 16 | 101 | 8 | 60 | 2.140% | 533,930,000 |
| 4.2 – Interim Payments for Construction of Major Structures (a) Major RUGS | 319610 | 8 | | 860 | | 900 | | 0.190% | 47,405,000 |
| 4.2 - Interfer Payments for Construction of Majer Stuttures (b) Road Over Bridges (ROBs) and Majer Bridges | 31708 | 6 | | 8 | | 8 | | 3.170% | 790,915,000 |
| 4.3 - Interfire Payments for Construction of Minor Structures | 11,970% | š | | 360 | | 90 | | 33.970% | 2,986,515,000 |
| 4.4 - Infarim Payments for Earthwork | 36.680% | 360 | | 26 | | 360 | | 36 60000 | 0.00 |
| 4.6 - Interim Payments for Junction and Crossing Stations | 0.410% | É | | 8 | | 16 | | 0.410% | 107 395 OW |
| 4.6 - Miscellaneous Civil Works | 0.770% | ON | | 360 | | 096 | | A waste | |
| 4.7 - Interim Payments for Construction of Building Works at Crossing Stations | 1.290N | 8 | | 18 | | 6 | | 3.290% | 420.855.000 |
| 4.8 - Track Works - | 17.650% | 11.713755891 | 5,120,071,530 | 36 | | 8 | | The state of the state of | |
| 4.8 – Track Works » 4.8 (2.5 to 5.0) other than Supply of Rails | 21.730% | 750 | | 1.73291482943% | 7,055,494,1660 | 2.208963956296 | 7,101,890,1950 | 2-3104/44/O4Th | 4,438,121,246 |
| 4.3 - Payment for integrated Testing and Commissioning | 2,000% | É | | 16 | | \$60 | | 2,000% | 499 000 000 |
| 1. Total | 100% | | 6,120,031,630 | | Name and Add | | | | and the state of t |
| 2. Total Bid Price in terms of Single Currency | | | | | 7,023,434,156 | | 7,101,890.195 | | 21,043,904,169 |
| (a) in INR | | | | | | | | 074 | An delin come of |
| (h) in JPV | | | | | | | | INN | 24,392,000,000 |





