



डेडीकेटेड फ्रेट कोरीडोर

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इण्डिया लि.  
भारत सरकार (रेल मंत्रालय का उपक्रम)  
Dedicated Freight Corridor Corporation of India Ltd.  
A Govt. of India (Ministry of Railways) Enterprises

**No.** ALD(E)/EN/RTI/71(Vol-III)/1890

**Date:** 26.06.2023

**JGM/Admin (CPIO)**

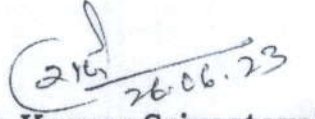
Corporate Office, DFCCIL  
5<sup>th</sup> Floor Pragati Maidan  
Metro Station Building Complex,  
New Delhi.

**Sub:** Providing information w.r.t Original RTI Application received under the RTI Act 2005 (RTI-421)

**Ref:** RTI Reg.No.DFCCCL/R/E/23/00319 dated 30.05.2023.

With above reference, information sought by applicant Sh. Ajay Kumar Gupta, 63/2C, Near Ghasiyari Mandi Chauraha, Canal Road, Kanpur (U.P.) is enclosed and is being sent to you for onward action please.

**DA:** As above.

  
(Rajiv Kumar Srivastava)  
Asstt. Project Manager/Co  
Prayagraj/East

Reply as per RTI act-2005

Reference: RTI Request Reg. No. DFCCL/R/E/23/00319 dt. 30.05.2023 information sought by Ajay Kumar Gupta dated 30.05.2023.

In view of above references, following information is provided under RTI act 2005 which are listed:

| S.No. | Information asked by applicant  | Reply   |
|-------|---|---|
| 1.    | When the Chainage 120:000 to 130:000 land was handed over to GMR Infrastructure Limited   | 09.06.2015  |
| 2.    | Due to delay caused by disputes by different factors, when and how much compensation was given to GMR Infrastructure Limited regarding Chainage 120:000 to 130:000  | This matter is being dealt as per contract agreement between the parties. Relevant clauses of agreement attached for better appreciation.   |
| 3.    | When did the work restart smoothly after the sorting out of agitation created by Kisan Morcha/Villagers/Land owners/Farmers, in the above chainage during the period April 2018 to Sep. 2018  | There is no any official record regarding agitation by Kisan Morcha in this office and work started from 09.06.2015   |
| 4.    | When did the work of chainage 120:000 to 130:000, start in smoothly after the work was halted due to the dispute created by Kisan Morcha/Villagers/Land Owners/Farmers and the land being handed over to GMR? Please provide authentic documentary proof for the same and what compensation was provided to GMR due to the delay. | Work started on 09.06.2015 and There is no any official record regarding agitation by Kisan Morcha in this office. The legitimate payment to GIL-SIL-JV is being paid as per contract agreement as and when bill raised by contractor and certified by PMC. |
| 5.    | When the land was handed over to GMR Infrastructure Limited within the time frame then what were the reasons for the delay in completion of work by GMR Infrastructure Limited on aforementioned chainage   | Land has been handed Over to contractor on 09.06.2015 as per provision of contract agreement. Relevant clauses of agreement attached for better appreciation.   |

This is for your kind information please

*Kamran*  
26/06/23  
JPM/Engg/DDU

DPM/Engg/DDU *[Signature]*

Dy. CPM/Civil/DDU

Above information may be sent to applicant plz.

3/26/06/2023

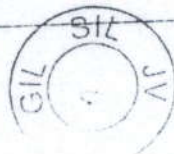
CGM/PRYJ (E)

APPENDIX TO TENDER

| Item                           | GC Sub-<br>Clause | Data   |
|--------------------------------|-------------------|--|
| Employer                       | 1.1.2.2 & 1.3     | Dedicated Freight Corridor Corporation of India Limited,<br>5 <sup>th</sup> Floor Pragati Maidan, Metro Station Building<br>Complex<br>New Delhi, India - 110001   |
| Contractor                     | 1.1.2.3 & 1.3     | GIL-SIL (JV), GMR Infrastructure Ltd, IBC<br>Knowledge Park, Phase 2, D Block, 10 <sup>th</sup> Floor, 41<br>Bannerghatta Road, Bangalore-560029, Karnataka,<br>India  |
| Engineer                       | 1.1.2.4 & 1.3     | Till Project Management Consultancy contract is<br>awarded, CPM/East/Allahabad will function as<br>Engineer.   |
| Time for<br>Completion         | 1.1.3.3           | The Contractor shall complete the whole of the Works<br>within 1350 (One Thousand Three Hundred Fifty) days<br>from the Commencement Date and each of the<br>Milestones shall be achieved as per Sub-clause 8.2 of<br>the Particular Conditions of Contract.   |
| Defects Notification<br>Period | 1.1.3.7           | 2 (Two) years  |
| Communications                 | 1.3               | In case of communication is through fax or e-mails, it<br>should be confirmed through hard copy (paper) within<br>48 hours of transmission of fax or email. In case of<br>delayed confirmation, the date and time of<br>confirmation shall be deemed to be the date and time of<br>hard copy (paper) communication delivered.  |
| Governing Law                  | 1.4               | Republic of India  |
| Ruling Language                | 1.4               | English  |
| Right of Access to<br>the Site | 2.1               | The Employer shall give Right to access to, and<br>possession of Site to the Contractor as per following<br>schedule subject to the Contractor providing<br>Performance Security in terms of Sub-Clause 4.2 of<br>Conditions of Contract.<br>Initially possession of the Site will be handed-over to<br>the Contractor in continuous stretches of at least 10<br>kms. Thereafter, the Employer shall make efforts to |



| Item                           | GC Sub-<br>Clause  | Data  |   |
|--------------------------------|--------------------|---|---|
|                                |                    | landover Site in chunks of at least 8 km length in isolated locations or minimum 1 km in stretches in continuation to the previously possessed stretch  |   |
|                                |                    | S<br>N  | Period after<br>Commencement<br>Date in days  |
|                                |                    |   | Cumulative percentage<br>of land to be handed over<br>for work with respect to<br>total length* |
|                                |                    | 1   | 28  |
|                                |                    | 2   | 91  |
|                                |                    | 3   | 182   |
|                                |                    | 4   | 365   |
|                                |                    | *The contents of Column (3) above are not applicable to the land required for the approaches of the Road Under Bridges. The land required for this purpose would be handed over within two years from the Commencement Date by the Employer after coordination with the respective authorities of the State Government. |   |
|                                |                    | <b>Note for contract Package 201:</b> Residential Buildings for Indian Railways on replacement account at Mughalsarai are to be constructed by the Contractor. On construction of these buildings only, the existing IR Buildings falling on DFC alignment at MGS yard can be dismantled by the Contractor.             |   |
| Amount of Performance Security | 4.2                | 5 (Five) per cent of the Accepted Contract Amount, in local currency.   |   |
| General Design Obligations     | 5.1                | 56 Days   |   |
| Normal working hours           | 6.5                | (Eight) 8 working hours shift in a day and total 48 (Forty eight) working hours in a week.  |   |
| Amount of Delay Damages        | 8.7 & 14.15<br>(b) | Milestone   | Amount of Delay Damages   |
|                                |                    | For Milestone-1   | ₹ 2,00,000/- (Rupees Two lakh) per day  |



0064

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|--|--|
|  | <p>(iii) "collusive practice" is an arrangement between two or more parties' designed to achieve an improper purpose, including to influence improperly the actions of another party.</p> <p>(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.</p> <p>(v) "obstructive practice" is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 1.15.</p> |
| <p>Sub- clause 2.1<br/>                 Right of Access to Site</p>          | <p><b>Delete Sub- clause (b) in para 3 and replace with:</b></p> <p>(b) Payment of any such cost plus reasonable profit subject to a maximum of Rs. 2000.00 (Two Thousand) per day for every km. For length less than a kilometer pro-rata amount shall be calculated. Provided further that if such delay in handing over does not affect the execution of formation works for laying of tracks, provisions under para 2.1(b) of this sub clause shall not apply.</p>   |
| <p>Sub-Clause 3.1<br/>                 Engineer's Duties and Authorities</p> | <p>Delete 4th paragraph "However, whenever ..... given approval" of this Sub-Clause.</p> <p>Add the following at the end of this Sub-Clause:</p>   |

"Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.  
 "Party" refers to a participant in the procurement process or contract execution.



0076