

Sh. Adil Wadia  
Gujarat

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

Reference: Your RTI application dated 30.12.2020 received through DOPT.

Information as obtained from the concerned record holding office is attached.

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 and address is as under;

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

DA: 04 sheets

  
**(S.K. Roy)**  
**Dy. G.M/Admn.(PIO)**  
E-mail: skroy@dfcc.co.in  
011-23454707





डेडीकेटेड फ्रेट कोरीडोर

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन ऑफ इंडिया लि

भारत सरकार (रेलमंत्रालय) का उपक्रम

Dedicated Freight Corridor Corporation of India Ltd.  
A Govt. of India (Ministry of Railway) Enterprise

MUMBAI NORTH  
No :- MUM/N/RTI/407

Date 10/01/2021

DGM/PIO  
DFCCIL, NEW DELHI


Sub :- Information under RTI Act 2005. RTI-932 Case of Shri. Adil Wadia  
Ref :- DGM/Admin (PIO)'s letter no 2020/HQ/ADMIN/RTI-932 dt. 30/12/2020

Vide above referred letter, the applicant has sought the information as stated in column

1. The reply to be given regarding the information sought is as per the Column 2.

SrNo	Information sought	Reply to be given
1	2	3
1	Please provide copy of the commencement of work order issued to the contractor Apex Tarmac Ltd JV. Guru Infracon.	Copy enclosed.
2	Please provide copy of the gazette notification of land acquisition of the land acquired for LC 70	Yet to be published.
3	Please provide copy of letter dispatched to Collector Valsad stating intention to acquire land for the purpose of LC 70.	Yet to be forwarded.

Encl: 1. Original Application seeking information.  
2. Reply duly approved by CGM/N/MUMBAI

  
(R M Barge)  
DPM/Finance &  
APIO, DFCCIL, Mumbai (North)

Corporate Office: 5<sup>th</sup> Floor, Pragati Maidan Metro Station Complex, New Delhi – 110 001.

Tele : 011-23454700, Fax no. 011 – 23454701, Web :- [dfccil.org](http://dfccil.org).

Registered Office : Room No. 101A Rail Bhawan, Raisina Road, New Delhi – 110001.

Project Office(Mumbai-North) : 7<sup>th</sup> Floor, Central Railway New Administrative Building, D.N. Road, Mumbai-400001, Tel.022-22634185, Tel/Fax 022-22634184

Corporate Identity Number : U60232DL2006GOI155068

o/c



By /Mail

(Letter of Acceptance)  
Without Prejudice

No. MUM/N/EN/ROB/LC-70/698

Date:- 22.05.2020

To,  
M/s. Apex Tarmac Pvt. Ltd. JV Guru Infracon Co.  
Bypass Road, Himatnagar,  
Dist. S.K, Gujarat-383001

Sub. :- Construction of Road Over Bridge in lieu of level crossing No. 70 at KM 152/2-4 between Sanjan and Bhilad stations of Mumbai --Delhi - Trunk route of Western Railway.

Ref. :- 1) Your offer dated 14.11.2019 for Tender No. MUM/N/EN/ROB/LC-70, dated-26.09.2019 and Your Nego offer dated 16.03.2020  
2) Your letter dated 28.03.2020 for Extension of Negotiation offer up to 31.05.2020

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Dear Sir,

- The Competent Authority viz. CGM/North/DFCCIL, Mumbai has accepted your negotiated offer received against above referred tender no. for the work at your negotiated offer price Rs. 45,83,78,705.91 (Rupees Forty-Five Crore Eighty Three Lakhs Seventy Eight Thousand Seven Hundred Five and Ninety One Paise only).
- A copy of complete financial bid including all tender schedules containing the negotiated rates quoted by you are enclosed herewith. Summary of rates offered by you and accepted by the Competent Authority are as under:

Sl. No	Description of work	Basic Cost of Schedule in Rs.	Nego Rate %age above/ below	Amount in Rs.
1	Execution of all works as per Schedule "A"	3,04,22,346.17	7.167%	3,26,02,867.83
2	Execution of all works as per Schedule "B"	18,24,36,319.93	-0.812%	18,09,55,119.45
3	Execution of all works as per Schedule "C"	12,22,29,284.32	35.303%	16,53,80,255.25
4	Execution of all works as per Schedule "D"	6,39,99,415.10	4.227%	6,67,04,798.38
5	Execution of all works as per Schedule "E"	13,74,662.42	-0.970%	13,61,324.07
6	Execution of all works as per Schedule "F"	1,14,89,233.27	-1.000%	11,37,43,40.94
	<b>Grand Total</b>			<b>45,83,78,705.91</b>

22.05.20



3. This acceptance letter is issued with the following terms, condition and stipulations:
- a) You are requested to give a certificate in compliance with anti-profiteering Section 171 under Central Goods and Service Tax Act, 2017 effective from 01.07.2017 that "any reduction in prices of goods and services that may arise due to reduction in rate of tax on any supply of goods or services or due to availability of input tax credit which was not available prior to July 1, 2017 but now available after introduction of Goods and Service Tax will be passed on to DFCCIL".
  - b) The quantities shown are approximate and are meant to give contractors an idea of quantum of work involved. DFCCIL reserves the right to increase or decrease the quantity by its own discretion. The contractor shall not be entitled to any extra payment on account of any such excess or reduction in quantities but will be paid the accepted contract rates and as per the provisions laid down in clause No. 42 (and its sub-Clauses) for the actual quantum of work done.
  - c) All the terms and conditions as stipulated in the original tender document along with its addenda submitted by you shall be applicable.
  - d) The work shall have to be executed as per terms and conditions laid down in the tender.
  - e) **The entire works is required to be completed in all respect within 18 (Eighteen) Months (including monsoon) from the date of issue of this letter of acceptance (i.e. from 22.05.2020) in terms of clause 1.3.14 of Preamble & General instructions to tenderer (Part -I, Chapter-III).**
  - f) As per Clause 16 (1) of GCC, the Total Security Deposit is 5% of the contract value. You have submitted along with the tender document, Earnest Money amounting to Rs. 50,00,000/- in favour of Dedicated Freight Corridor Corporation of India Ltd-Mumbai vide Fixed Deposit Receipt No - 31490300007105, dated 13/11/2019 issued by Bank of Baroda. This Amount will be retained by DFCCIL towards Security Deposit. The Balance security deposit will be recovered from the running bills @10% bill amount till the full Security deposit is recovered.
  - g) In terms of clause 16(4) of GCC you have to submit a **Performance Guarantee amounting to 5% of the contract value i.e. amounting to Rs.2,29,18,936/- (Rupees Two Crore, Twenty Nine Lakhs Nineteen Thousand Three Hundred Thirty Six only) in the form of instrument listed in the Clause 16(4) of GCC. The performance guarantee must be submitted with 30 (thirty days) from the date of issue of acceptance letter.**
  - h) The Tender document along with all annexures, shall constitute integral part of this letter of acceptance. The letter of acceptance shall constitute a binding agreement till a formal agreement is executed and signed by you and DFCCIL Administration & thereafter it will become part of contract agreement.
4. You will also ensure registration of Power of Attorney submitted along with the tender as per prevailing law at the time of contract signing.
  5. Upon Complying the above information, you are requested to attend this office on any working day during the office hours within 30 (thirty) days to submit the Performance Guarantee and for signing of the Contract agreement.
  6. While every care has been taken to fully incorporate the decision of the accepting authority regarding acceptance of your offer DFCCIL administration reserves the right to correct the inadvertent, mistakes which may have occurred in communication of the accepted rates and other terms and conditions at the time of signing formal agreement between the contractor and the DFCCIL administration.
  7. This LOA is subject to declaration by bidder as per clause (i) of the offer letter that they have not made any tampering or changes in the Bidding documents on which the Bid is being submitted and

22.05.20



if any tampering or changes/incorrect information are detected at any stage the Bid will invite, summarily rejection and forfeiture of Bid security, the contract will be liable to be terminate along with the forfeiture of performance security even if LOA has been issued.

- 8. You are also requested to obtain a license from the Assistant Labour Commissioner concern under the contract Labour Regulation & Abolition Act, 1970 and Contract labour (Regulation and abolition) Central Rule,1971 before the commencement of the work.
- 9. You are requested to contact Dy. Chief Project Manager/Engg./I/North/Mumbai for further instructions in connection with the above and also to start the work.
- 10. You are requested to contact this office within 7 days of the receipt of this letter to take the work in hand.
- 11. This is provisional " Letter of Acceptance " issued through Electronic medium without Signature and valid for all purposes and Final Acceptance letter with Signature with if any corrections required, will be issued after lifting of lockdown in Mumbai by Govt of Maharashtra. For all purposes of the contract Agreement, date of Acceptance is 22.05.2020.

Please acknowledge receipt of this letter.

*W*  
22.05.20

(L. N. RAO)  
Dy. CPM/Engg/I/N/Mumbai  
For Chief General Manager/North  
DFFCIL, Mumbai

DA: A copy of Schedule A,B, C, D, E & F.

**Copy to**

- 1. GGM/ROB/WDEC : For kind information please.
- 2. GGM/WDFC-II/CO : For kind information please.
- 3. CGM/N/Mumbai : For kind information please.
- 4. Dy.CPM/Finance/North/Mumbai : For kind information please.
- 5. Assistant Labour Commissioner (C) : For kind information please.  
5, Dhaibar Society, Baggikhana Road,  
Near Baroda School, Baroda.-394220 (Gujarat).