CONSTRUCTION AGREEMENT

Between

Kutch Railway Company Ltd.

And

Western Railway

FOR

PALANPUR - GANDHIDHAM

GAUGE CONVERSION
PROJECT

CONSTRUCTION AGREEMENT

PALANPUR – GANDHIDHAM

GAUGE CONVERSION PROJECT

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CONSTRUCTION AGREEMENT

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This Agreement is entered into on this the 6 day of October -2005

BETWEEN

Kutch Rallway Company Limited, a Joint Venture Company of Ministry of Railways/ Rall Vikas Nigam Limited, Kandla Port Trust, Gujarat Ádani Port Limited and Government of Gujarat; incorporated under the Companies Act, 1956 having its registered office at C-2 /10, Safdarjang Development Area, Aurobindo Marg, New Dulhi-16, India (hereinafter referred to as the "KRC" which expression shall unless excluded by or repugnant to the subject or context shall mean and include all its legal representatives, successors and assigns) of the FIRST PART.

AND

The President of India, acting through its Chief Administrative Officer (Const.), Western Rallway, Mumbai, Government of India as nominated by General Manager, Western Railway (hereinafter referred to as the "WR" which expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the OTHER PART.

WHEREAS

- A Kutch Railway Company Limited (KRC) intends to appoint an Engineering, Procurement and Construction (EPC) agency for carrying out the gauge conversion works between Palanpur Jn. And Gandhidham Jn. Station and Dismantling of Meter Gauge line from Gandhidham Jn. to Kandla port.
- B WR is presently carrying out the civil works which include the earthwork on bank and cutting including associated drainage works, platforms etc. works, various structural works including S&T structures, Foot Over Bridges works, Level Crossing works and other related works as well as the modification, strengthening and rebuilding of bridges (hereinafter referred to as "Formation Works").
- It I The electrical work of project includes electrification of all structural works including that of S&T structures. Foot Over Bridges, level crossings, platforms etc. and modification of all electrical O.H. lines (LT/HT) as per Track Crossing Regulation 1087 issued by Ministry of Railways, electrical connection charges for new connections augmentation of power supply to Gujarat Electricity Board and any other electrical works required to be executed for commissioning of Project Radway.

- B-II.The S&T work of project includes installation of relay interlocking. Multi Aspect Colour Light Signal with block proving by digital axle counters all along the section, with OFC and 6 quad cable for control and emergency communication.
- C. KRC has requested and offered WR to act as the EPC Agency to carry out the construction works for the proposed Project Railway as "Special Deposit Work".
- D WR has accepted the offer of being appointed the EPC Agency for carrying out the construction works and commissioning of the Project Railway as a "Special Deposit Work".

NOW THIS AGREEMENT WITNESSESTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. PRELIMINARY

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1.1 Definitions and interpretations

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- (i) "Affected Party" shall have the meaning set out in Article 15.
- (ii) "Agency" means the contractor or contractors, if any, with whom the KRC or WR has entered into an agreement for the completion of the Construction Works of the Project Railway.
- (iii)"Agreement" means this Agreement, and includes, the Appendices 'A' to 'F' hereto schedule annexed hereto, or any amendments thereto made in accordance with the provisions contained in this Agreement.
- (iv)"Applicable Law" means all laws, promulgated or brought into force and effect by the Government of India or the Government of Gujarat including regulations and rules made there under, and judgments and orders of the Supreme Court of India, as may be in force and effect during the subsistence of this Agreement.
- (v)"Applicable Permits" means all clearances, permits, license authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the design, engineering, financing, procurement, construction and commissioning of the Project Railway during the subsistence of this Agreement.
- (vi)"Appointed Date" means the date of signing this agreement.
- (vii)"BG" shall mean broad gauge railway track, which shall in turn mean that the distance between the two parallel rails of the track is 1676 mm.
- (viii)"BIS": means Bureau of Indian Standards.

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- (ix) "Commercial Operations Date" or "COD" shall refer to the Commercial Operations Date of the Project Railway for freight operations, and shall be the date on which the necessary safety certificate has been issued by the Chief Engineer (Const.) Western Railway.
- (x)Commissioner of Railway Safety" shall refer to the Commissioner of Railway Safety appointed under Section 5 Chapter III of the Railways Act, 1989.

(xi)"Commissioning" shall mean:

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- (a) In the case of commissioning for freight operations, the issue of the safety certificate by the Chief Engineer (Construction) of Western Railways, and
- (b) In the case of commissioning for public carriage of passengers, the issue of the safety certificate by the Commissioner of Railway Safety.

(xii)"Company" shall mean KRC.

- (xiii)"Completion Cost of the Project" shall mean the final cost of construction to be incurred for completing the entire scope of work for commissioning of the Project Railway for regular operation of passengers trains as assessed after finalizations of all the payments to contractors and other charges having been incurred for completion of the work on "Special Deposit Work" basis and cost will be payable by KRC to WR for executing the work of Project Railway under this agreement. This excludes the cost of free materials to be supplied free by KRC at their own cost to WR.
- (xlv)"Construction" shall mean and include all activities required for commissioning the Project Railway for freight traffic and public carriage of passengers with train speed of 100 kmph as a regular operation.
- (xv)"Construction Period" means the period beginning from the Appointed Date and ending on the COD.
- (xvi)"Construction Works" means all works necessary for converting the existing meter gauge railway line between Palanpur Jn. and Gandhidham Jn. to a broad gauge Rail line, and to dismantle the M.G. rail line from Gandhidham Jn. to Kandla Port and to do all other acts that are incidental and related there to.
- (xvii)"Construction Progress Review Board" (CPRB) means the Board consisting of three members, inclusive of their respective authorized representatives i.e. (i) Managing Director of KRC (ii) the Additional Member (Works) of MOR and (iii) Chief Administrative Officer (Construction.), Western Railway, Churchgate, Mumbai who shall review the progress of the works during the Construction Period.
- (xviii)"Detailed Estimate" means the detailed cost estimate sanctioned by the Railway Board vide letter No. 95/W1/NL/GC/ Guj-II/1 dated 26-4-2002

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amounting to Rs.344.63 crores. Detailed estimate has been revised and termed as revised estimate and revised cost is amended accordingly Rs.463.14 crores (tentative).

- (xix)"D&G Charges" means directional and general charges as per extant instructions for detailed estimates issued by MOR and prevalent at the relevant/ appropriate time.
- (xx)"Document" or "Documentation" means documentation printed or in written form, tapes, discs, drawings, computer programmes, writings, reports, photographs, cassettes, or expressed in any other written, audio or in any electronic/media/visual form.
- (xxi)"Drawings" means all the drawings, calculations and documents pertaining to the Project Railway.
- (xxii) "Encumbrances" means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, attachment privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss to payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Railway, physical encumbrances and encroachments on the Project Area where applicable herein.
 - (xxiii) "Existing Assets" means the land, station buildings, MG formation, bridges, and all other assets which already exist in the Project Area as part of the meter gauge rail network, and which will be used for the Broad Gauge network. The Existing Assets will be enumerated in a list to be drawn up jointly by KRC and MOR.
 - (xxiv)"Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Article 15.
 - (xxv)"Free Materials" all such materials which are to be procured and supplied by KRC at nominated locations and quantities as per the Agreement at their own cost as per specifications issued by RDSO, and/or BIS or as set out by WR.
 - (xxvi)"Freight Traffic " means the bulk cargo, liquid cargo, container cargo and any other cargo in whatsoever size or nature indented to the O&M Operator for the rail movement on the Project Railway.
 - (xxvii) "Gauge Conversion" shall mean the conversion of an existing meter gauge track (bearing a distance of 1000 mm between the two parallel lines of the track) to broad gauge (bearing a distance of 1676 mm between the two parallel lines of the track).
 - (xxviii)"Good Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted from a reasonably skilled and

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experienced operator engaged in the same or similar type of undertaking as envisaged under this Agreement and acting generally in accordance with the provisions of the Railways Act, 1989 and would inter alia mean good engineering practices in the design, engineering, construction and project management and which would be expected to result in the performance of its obligations by the KRC and WR and in the operation and maintenance of the Project Railway in accordance with this Agreement, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.

- (xxix)"Governmental Authority" include Government of Inida hereinafter referred to as GOI, Government of Gujarat hereinafter referred to as GOG, any other department under the control of GOI or GOG having jurisdiction over all or any part of the Project Railway or the performance of all or any of the services or obligations of KRC under or pursuant to this Agreement, and having the authority and jurisdiction to frame laws by laws and rules regulations etc relating to the Project.
- (xxx)"Maintenance" mean all activities associated with standard maintenance procedures on a similar line as prevalent in the Indian Railways for all aspects concerned with train movement, maintenance of assets including but not limited to maintenance procedure for track and structures, depots, rolling stock, motive power, Signaling and Telecommunication etc. In addition, it will include any emergency or out-of-course repair or restoration activity. Necessary periodic and other inspections and compliances thereof regarding maintenance and safety procedure shall also form part of maintenance.
- (xxxi)"Material Modification" shall have the same meaning as provided for in Code for the Engineering Department (1993) of Ministry of Railways (as modified upto the date of signing of this Agreement.)
- . (xxxli)"MG" or "Meter Gauge" means a railway track with a gauge of 1000 mm.
 - (xxxIII)"Emergency" include an emergency declared by the President of India under Article 352 and 360 of the Constitution of India or direction by the GOI affecting the normal movement of traffic in case of declared or undeclared war, drought, epidemic, earthquakes, cyclone, or any other natural disaster.
 - (xxxiv)"O&M" means the operation and maintenance of the Project Railway.
 - (xxxv) "Operations" mean all activities associated with train movement, train running, loading and unloading freight, storage of consignments and the security of consignments.
 - (xxxvi)"Project" means and includes the conversion of the existing meter gauge railway line between Palanpur Jn. and Gandhidham Jn. to broad gauge and to dismantle the existing meter gauge rail line from Gandhidham

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Jn. to Kandla Port and construction of the Project Railway as defined under the scope of project in the agreement.

- (xxxvii) "Project Area" means the entire MG formation from Palanpur Jn to Kandla Port as well as the land, stations, existing yards and building along this track within the same range belonging to MOR.
- (xxxviii)"Project Assets" refer to all the physical and other assets including existing assets relating to and forming part of the Project Railway including but not limited to:
 - Rights over the Project Area,

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- Tangible assets such as civil works and others undertaken by WR for
- Financial assets, such as security deposits, insurance proceeds, Applicable permits, including authorizations relating to or in respect of the Project Railway.
- (xxxix)"Project Railway" means broad gauge rail link connectivity between Palanpur Jn. at 0.0 KM and Gandhidham Jn. at KM 300.81 after conversion of existing meter gauge line and existing broad gauge link between Gandhidham Jn. at KM 300.81 and Kandla Port at KM 312.49 after dismantling of existing M.G. track.
- (xI)"Railway" shall have the meaning prescribed under the Railways Act, 1989.
- (xli)"Railway Board" shall have meaning prescribed under the Indian Railway Board Act, 1905.
- (xlii)"RDSO" means Reseach, Design, Standards Organisation of Indian Railway with HQ at Lucknow.
- (xliii)"Remedy Period" means the period for curing the default in relation to any Event of Default, unless otherwise specified shall be of thirty (30) days.
 - (xliv)"Safety Certificate" and "Sanction" means the certificate of safety issued by the Chief Engineer (Construction) Western Railway, in respect of freight operations, and by the Commissioner of Railway Safety for public carriage of passengers.
 - (xlv)"Special Deposit Work" means the works of Project Railway to be executed by Western Railway on behalf of KRC on terms and conditions as provided for execution of works on Deposit terms in Code for the Engineering Department (1993) of Ministry of Railways (as modified up to the date of signing of this agreement) with proviso that such terms and conditions shall stand modified to the extent of specific provisions in this agreement wherever such provisions exist. However, no departmental charges shall be levied. The D&G charges shall be payable by KRC as specified in Article 10.2 of this Agreement.

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(xlvi)"Western Railway" or "WR" means the Zonal Railway under Ministry of Railways headquartered at Churchgate, Mumbai.

1.2 Interpretations

In this Agreement, unless the context otherwise requires:

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- (b) reference to Indian Law shall include the relevant laws, acts, ordinances, rules, regulations, or bye laws framed under any statute which have the force of law in any State.
- (c) the words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender.
- (d) the words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations, or other entities, duly corporated.
- (e) the headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement.
- (f) terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Appendices and used therein shall have the meaning ascribed thereto in the Appendices;
- (g) the words "include" and "including" are to be construed without limitation;
- (h) any reference to any point in time shall mean a reference to that point according to Indian Standard Time;
- (i) any reference to day shall mean a reference to a calendar day;
- (j) Any reference to month shall mean a reference to a calendar month;
- (k) the Appendices to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (!) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or



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suspended at the time of such reference;

- (m)references to Recitals, Articles, sub-Articles, Paragraphs, or Appendices in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, sub-Articles, Paragraphs, and Appendices of or to this Agreement.
- (n) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- (o) any term not expressly defined in this agreement but defined in the act of 1989 shall have the meaning specified under the Railways Act, 1989.

1.3 Measurements and Arithmetic Conventions

- 1.3.1 All measurements and calculations shall be in the metric system and calculations shall be done to two decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.
- 1.3.2 All measurements/Accountal, inclusive of free materials to be supplied by KRC, shall be recorded by representative of WR as per extant procedure of WR, which shall be final, conclusive and binding.
- 1.3.3 Priority of contract documents and errors/discrepancies.

The several documents forming this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of the following documents shall in the event of any conflict between them be in the order they are set out below;

(i) this Agreement

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(ii) all other documents forming part of this Agreement

i.e. documents at (i) above shall prevail over the documents at (ii) above.

1.3.4 In case of ambiguities or discrepancies within this Agreement the following shall apply:

- between two articles of this Agreement, the provisions of the specific article relevant to the issue under consideration shall prevail over those in other Articles;
- (ii) between the Articles and the Appendices, the articles shall prevail save as otherwise expressly set forth in this Article;



- between the dimension scaled from the Drawing and its specific (iii) written dimension, the latter shall prevail;
- between any value written in numerals and that in words, the latter (iv) shall prevail.

SCOPE OF PROJECT

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- The scope of the Project Railway shall include performance and 2.0 execution of all design, drawings, engineering, procurement, construction 2.1 and commissioning as per the Detailed estimate both for freight and passenger trains as per Para 8.1 of this agreement for the work of:
 - (i) All gauge conversion works from Palanpur Jn. station (identified by the Indian Railways as chainage point Kilometer 0.0, F.R.E. 652.25) to Gandhidham Jn. (identified by the Indian Railways as chainage point Kilometer 300.81, FCCG 795.91) and measuring 300.81 KM and dismantling of M.G. track and other work from Gandhidham Jn. (identified by the Indian Railway as Chainage Point KM 300.81, FCCG 795.91) to Kandla Port (identified by the Indian Railways as Chainage point KM 312.49). This shall comprise only the following sections:
 - Palanpur Jn. Station to Bhildi Jn. measuring approx. 45.50 a) kilometers.
 - Bhildi Jn to Samakhiali Jn. measuring approximately 202.23 b) kilometers.
 - Samakhiali Jn. to Gandhidham Jn. measuring approximately 53.08 c) kilometers.
 - Gandhidham Jn. to Kandla Port approximately measuring 11.68 d) kilometers.
 - The details of works and responsibilities of parties have been given in 2.2 Article 3 & 4.
 - SCOPE OF WORK 3.0
 - Scope of Design and Engineering 3.1
 - 3.1.1. WR shall prepare and complete the design, drawings and engineering requirements for the entire Project Railway as described in Article 2.0 for carrying out the Construction Works under this Agreement.
 - 3.1.2 The design, drawings and engineering requirements for the Project Railway shall be carried out as per the engineering standards and specifications laid down by the Indian Railways, RDSO, BIS and/or as set out by WR.

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4.0 Procurement

Responsibility of KRC is limited to procurement of the 'Free Materials' and supply as per delivery schedule as detailed in Annexure 'D'. These Free Materials shall be procured to the specifications issued by the RDSO and/or BIS or as set out by WR.

- 4.1 WR shall carry out the procurement of all materials required for the Construction Works of the Project Railway except the procurement of free materials as detailed in Annexure 'D' and any other items as mutually agreed by WR and KRC, which shall be procured and supplied as Free Materials by KRC to WR. These Free materials shall be subject to inspection by WR as is being done by them for their own procurement. In case of any dispute in this regard, the decision of the Inspecting Authority to be appointed by KRC shall be final and binding.
- 4.2 The copy of the purchase orders and agreements for the procurement of Free Materials shall be supplied by KRC to WR for information and make a schedule for inspection wherever required and for recording measurement of ballast and for accountal of other material.
- WR has prepared a delivery schedule (the "delivery schedule") for supply of the Free Material and already furnished to KRC.
- 4.4 The delivery schedule has been prepared by WR to coincide with the related construction activities and it will be ensured that the funds of KRC are not blocked by taking the material in advance to the extent possible.
- 4.5 The delivery schedule shall inter alia indicate reasonable locations along the Project Railway where the Free Material are to be delivered and KRC shall deliver such Free Material at such identified locations along the Project Railway, as indicated by WR.
- 4.6 WR shall organize the supply of rail, transportation and welding by Mobile Flash Butt Welding Plant. To keep up with the scheduled target, site Alumino Thermit Welding, if required, shall also be arranged and executed by WR to the extent it is not possible to do the Flash Butt Welding. Ultra Sonic Flaw Detection (USFD) testing of these Flash Butt/Alummino thermit weld and the replacement of defective welds shall also be arranged by WR.
- 4.7 All the materials to be used by WR in the Construction shall be as specified in the relevant specifications issued by RDSO and/or BIS Specification or as set out by WR, in accordance with the Delivery Schedule and location indicated by WR.
- In the event there is any delay in the supply of the Free Materials by KRC, any corresponding and/or resulting delay in the Construction work undertaken by WR, all resultant cost shall be borne by KRC.

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In case of failure of supply of material by either party, and the second party agree to supply the same, the cost adjustment inclusive of 4.9 transportation and other expenses will take place as brought out in Annexure 'F'.

Acquisition, of Land The schedule of land acquisition is at Annexure E hereto. 5.0

- The Central Government through WR shall acquire the land for gauge conversion between Palanpur Jn. Station to Gandhidham Jn. Station. 5.1 However, the cost of acquisition of the land shall not form part of the Contract Value as detailed in Article 10, and shall be borne completely by WR.
- KRC shall assist WR to expedite the land acquisition process and liaison 5.2 with the relevant authorities on priority basis.
- WR shall make full fledged and whole hearted efforts to ensure timely acquisition of land for the Project Railway. However, WR shall not be 5.3 accountable for any delay in the acquisition of land resulting in the delay in project completion schedule. In the event of any such delay the parties shall mutually decide the revised COD and completion of the project and the additional cost shall be paid by KRC.

Construction Works

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- WR is presently carrying out the construction activities for the Works on 6.0 6.1 the Project Railway as described in Annexure "B".
- WR has completed some works in some sections on the project Railway as described in Annexure "A". The standards of Construction are given in 6.2 Annexure "C".
- WR shall also undertake the balance Construction Works, for the Project 6.3 Railway described in article 2.0 above.
- WR shall ensure that all contracts or sub-contracts shall be carried out as per the Indian Railway standards for contracts and sub-contracts. 6.4
- 6.5.1 WR will maintain and operate the existing services on MG between Palanpur Jn. to Gandhidham Jn. till the line is blocked for final conversion to BG. In the intervening period traffic blocks will be granted by WR for phase working. All costs to be incurred for operation and maintenance on MG during the Construction period shall be borne by WR and will not form part of the "Completion cost of the project".
- 6.5.2 During the construction period, in case of any damage due to Accident flood, Earthquake etc., WR shall be free to take necessary action to restore the traffic at the earliest possible at their own cost. However, from the date of commencement of gauge conversion block as mentioned in clause 6.5.1 above, for any such eventualities, appropriate actions shall

be initiated by WR, which shall form part of 'Completion cost of the Project'.

7.0 Inspections and Certification by Statutory Authorities

- 7.1.1 During the construction KRC shall be allowed to undertake periodic inspections through its own authorized representative to satisfy itself regarding the quality and progress. WR can also appoint an independent Engineer for day today inspection of quality. After the completion of all Construction Works, WR shall be responsible for obtaining necessary Safety Certificate issued by the Chief Engineer (Construction)Western Railway (CE(C)/WR) for the operation of freight trains on the Project Railway and the Safety Certificate issued by Commissioner of Railway Safety (CRS) for the operation of passengers trains on the Project Railway.
- 7.1.2 Necessary documentation for complying and obtaining Safety Certificates from the Chief Engineer (Construction)/ WR and Commissioner of Railway Safety shall be prepared and submitted by the WR as per the procedure in the 'Rules for opening of a Railway for passenger or Freight Traffic.
- 7.1.3 Whenever obligatory inspection by the, Chief Engineer (Construction)/WR or Commissioner of Railway Safety or any other statutory authority is required, the same shall be arranged and attended to by WR.
- 7.1.4 All the deficiencies pointed out by the KRC, Chief Engineer (Construction)/WR or Commissioner of Railway Safety during the inspection will be promptly attended to by KRC & WR, to the extent each party is responsible for the deficiency, to the entire satisfaction of the inspecting authorities The cost incurred by WR for such rectification shall form part of the Completion Cost of the Project.

7.2 Commissioning of the Project Railway

- 7.2.1 The statute and rules for opening of a Railway for Passenger services will be followed and all inspections and tests stipulated there under at various stages of opening i.e. for goods and passengers will be followed. The WR will furnish within six months after commissioning for passenger services the following documents to KRC as considered relevant and any such other document as may be required by KRC for monitoring the operation and maintenance of the Project Railway after the construction is completed.
 - a) Engineering plan of the alignment;
 - b) Longitudinal section of the alignment;
 - c) Yard plans and junction arrangement

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- d) Type plans, elevation and X-section for relay room, DG Set room, battery room, Gate lodge, etc.
- e) List with details of curves and grades;
- f) Bridge drawings including road over/under bridges;
- g) Signaling plan and interlocking plan
- h) Drawing for installation of long welded rails
- Loop plans
- Layouts
- k) List of level crossings
- 7.2.2 The Project Railway shall be deemed to have been completed and commissioned after scope of project under Article 2.0 above has been fulfilled by WR and KRC which includes the installation and commissioning of all works for the Project so as to commence commercial operations on the Project Railway.
- 7.2.3 Upon completion and commissioning of the Project Railway, WR shall draw the Project Completion Report which inter-alia shall also include the Completion Cost of Project and furnish the same to KRC.
- 7.2.4 WR shall carry out the passenger services on the Project Railway, provided that WR has obtained the Sanction from the Commissioner of Railway Safety for passenger services, a copy of which shall be furnished to KRC.

Project Completion Schedule 7.3

- WR shall endeavor to complete the entire scope of work under this agreement as mutually agreed date subject to the procurement and 7.3.1 supply of free materials by KRC as per delivery schedule given by WR.
- In the eventuality of any delay being apprehended to the project 7.3.2 completion for reasons other than delay in land acquisition or delayed receipt of Free Materials from KRC, WR shall advise KRC at the earliest opportunity, the reasons for such delay and likely date of completion.

Monitoring Work

- 7.4.1 WR shall prepare and submit a monthly progress and financial report to KRC with a copy to CPRB regarding physical and financial progress of the works in a proforma to be mutually agreed upon.
- 7.4.2 The monthly progress and financial reports shall include actual progress

of the Construction Works comprised in the Project and shall give all such other relevant information as may be required by KRC and CPRB.

7.4.3 CPRB shall review the above monthly progress and financial report and issue necessary instruction to KRC and WR to take necessary action for timely/expeditious completion of the project.

8. Performance and Guarantees

8.1 WR shall ensure that the Project Railway has been designed, constructed, commissioned and certified, permitting initial train speed not below 50 kmph. WR shall strive to raise it to 100 kmph for regular operation of passenger Trains within a reasonable period, subject to observance of all permanent and temporary speed restrictions.

9.0 Works to be undertaken by KRC

- 9.1 These are in addition to obligation of KRC mentioned elsewhere in the agreement. KRC shall make arrangement to procure all Free Materials as per Annexures 'D' for the Project Railway and hand over such material as Free deliveries to WR at the specified locations for carrying out the scope of work under this agreement.
 - 9.2 KRC shall assist WR in acquiring the new land.

10.0 Contract Value

- 10.1 WR shall undertake the entire works under this Agreement as per the Revised Estimate, within the schedule of costs listed in Annexure `F' hereto. In case of any unexpected increase in the cost of execution of the works (by more than 10% of total cost of Project Railway, excluding the cost of works already executed and cost of materials to be supplied free by KRC), before executing the same, WR shall take prior consent of KRC. The excess cost to be incurred shall form part of the "Completion cost of the Project" which will be the total cost to be paid by KRC to WR for executing the Project Railway.
 - 10.2 Since KRC is a joint sector company with the Railways as a partner; no departmental charges shall be levied by WR. However, D&G charges shall be payable to WR 6.43% of cost as per the Revised Estimate (it includes the cost of free materials supplied by KRC) even after the COD. In case of any unexpected increase in the D&G charges beyond what has been provided for the prior consent of KRC will be taken.
 - 10.3 Any cost overruns on account of increase in the duties and taxes, shall be to the account of KRC.
 - No item of work, which constitutes a "Material Modification" to the scope of work, as provided for in the "Revised Estimate" having a value of more than Rs.15 lakhs for an individual item, shall be taken up by the WR

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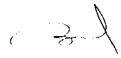
without prior written consent of KRC. Consent of KRC shall also be necessary if the total cost of such "Material Modification" exceeds 5% (five percent) of the total cost of the Project Railway but excluding the cost

of works already executed and cost of materials to be supplied free by KRC irrespective of the cost of an individual item of "Material Modification".

- 10.5 Any material property or other asset presently in the track or in the Railway station to be replaced by new assets, property or material as the case may be are to be disposed off by WR at their sole discretion; and if any credit is realized on account of such disposal, the same shall be credited to the earnings of WR and shall not be the part of Completion Cost of the Project.
- 10.6 In case of any difference of opinion regarding items referred to in the foregoing Clause 10.1 & 10.4 the matter shall be referred to Railway Board (Member Engineering) whose decision shall be final and binding on both parties.

11.0 Terms of Payment

- 11.1 WR shall prepare and submit to KRC at least 35 days before the start of the month a statement specifying the requirement of funds for the subsequent month. The monthly statement shall be based on the construction activities to be undertaken by WR.
- 11.2 Based on the monthly statement as specified in clause 11.1 above, KRC will immediately deposit requisite funds with WR in the name of DY.FA & CAO (C), WR/ ADI by cheque and in any case before the beginning of the month, WR shall not be liable for any delay in completion of the works and other consequential liabilities, due to failure of KRC to deposit the monthly amount before the beginning of the month.
- 11.3 KRC shall compare the monthly statement specifying the requirement of funds and monthly progress report submitted at the end of the month by WR, to make any necessary adjustments while making deposits in advance of the subsequent month. However, before making any deduction from the projected fund requirement of WR, KRC shall seek necessary clarification from WR.
- 11.4 In case KRC fails to deposit requisite amount or delays communicating decision to WR, leading to cost over run then they shall be liable for payment of any additional costs incurred by WR due to such delays.
- 12.0 GENERAL OBLIGATIONS THROUGHOUT THE CONSTRUCTION PERIOD



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12.1 General Obligations of WR

- 12.1.1 The WR shall undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the following:
 - a. make, or cause to be made, necessary applications to the relevant Governmental Agencies with such particulars and details, as may be necessary for obtaining all Applicable Permits, and obtain such Applicable Permits in conformity with the Applicable Laws; remove promptly from the Project Area all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials, waste water), rubbish and other debris (including without limitation accident debris) and shall keep the Project Area in a neat and clean condition and in conformity with the "Applicable Laws "and Applicable Permits;
 - b. procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials methods, processes and systems used or incorporated into the Project Railway,
 - c. obtain, maintain in force, at the cost of KRC, on and from the Appointed Date all insurance in accordance with the provisions of this Agreement and Good Industry Practice;
 - d. appoint, supervise, monitor and control the activities of Contractors under their respective contracts as may be necessary;
 - e. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the WR obligations under this Agreement;
 - f. not to place or create and nor permit any Contractor or other person claiming through or under the WR to create or place any encumbrance or security interest over all or any part of Project Area or the Project Assets, or on any rights of KRC therein or under this Agreement, save and except as expressly set forth in this Agreement;
 - g. ensure that no barriers are erected or placed by any Governmental Authority on the Project Area except on account of any law and order situation or upon national security considerations;
 - h. in the event that the rights and obligations under WR are to be assigned by WR to any other third party, then such assignments shall be carried out with the written prior approval of KRC and such approval shall not be unreasonably withheld by KRC.
 - Observe and comply with its obligations set forth in this Agreement.

12.2 General Obligations of the KRC

12.2.1 KRC agrees to observe, comply and perform the following:

- enable access to the WR in the Project Area in accordance with this Agreement;
- permit peaceful use of the Project Area by WR under and in accordance with the provisions of this Agreement without any let or hindrance from KRC or persons claiming through or under it;
- c. assist and provide support to WR in obtaining Applicable Permits;
- d. ensure that no barriers are erected or placed by any Governmental Authority on the Project Area except on account of any law and order situation or upon national security considerations;
- e. pay the monthly payment to the Dy.FA&CAO(C), Western Railway, Ahmedabad.
- f. obtain, maintain in force, at the cost of KRC, on and from the appointed date all insurance in accordance with the provision of this Agreement and Good industry practice.
- g. observe and comply with its obligations set forth in this Agreement.
- h. at all times, afford access to the Project Area to the authorised representatives of WR including those concerned with safety, security or environmental protection to inspect the Project Railway and to investigate any matter within their authority and upon reasonable notice. WR shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions with minimum disruption to the construction of the Project Railway consistent with the purpose for which persons have gained such access to the Project Area.

12.3 Due diligence.

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KRC and WR agree to abide by all principles of due diligence and Good Industry Practices as well as provisions relating to exercise of diligence laid down in the Railway Act, 1989.

12.4 Claims and Liabilities

Any claims and liabilities arising out of the execution of the project shall be settled by WR subject to the observances of all the normal rules and regulations of Railway in force at that time. Cost incurred on this account shall form part of the Completion Cost of the Project.

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13.0 BREACH OF CONTRACT AND OTHER FAILURES TO PERFORM

13.1 Breach of Contract and liability for breach.

13.1.1 In the event of WR or KRC being in material default unless arising as a result of Force_Majeure of this Agreement and such default is not cured before the expiry of the remedy period defaulting party shall pay to the other party as compensation, all direct additional costs suffered or incurred by the concerned party arising out of such material default, including cost of work carried out.

13.2 Default & Termination

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13.2.1 KRC's Event of Default -

The following (unless arising as a result of Force Majeure Event or WR's default) shall constitute KRC's event of default:

- Repudiation of this Agreement by KRC or the evidencing of an express intention by KRC not to be bound by the terms of this Agreement
- Appointment of a provisional liquidator providing for winding up of KRC unless such appointment is set-aside.
- iii. Failure of KRC in adhering to time schedule for supply of Free materials for the Project.
- iv. Non-deposition of requisite amount in the name of Dy.FA&CAO(C), Western Railway Ahmedabad as per clause 11 of this agreement.
- v. Non-performance of any act set forth in this agreement for a continuous period of 60 days.

13.2.2 WR's Events of Default -

The following (unless arising as a result of Force Majeure Event or KRC's Default) shall constitute WR's Events of Default:

- Non-Performance of any acts set forth in this agreement for a continuous period of 60 days.
- ii. Repudiation of this Agreement by WR or the evidencing of an express intention by WR not to be bound by the terms of this Agreement.

13.2.3 Consequences of Default

In the event of WR's Event of Default or KRC's Event of Default ("Event of Default") the termination procedure as set out in this Clause shall apply.

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13.2.4 Notice of Intent to Terminate cum Remedy Period

- On the happening of any Event of Default as set out herein above, the non-defaulting party may initiate termination of this Agreement by delivering a notice to the defaulting party of intention to terminate this Agreement (Notice of Intent to terminate).
- ii) The Notice of Intent to Terminate shall specify with reasonable details the defaults committed by the defaulting party, giving the default party 30 days ("Remedy Period") to cure the Event of Default.
- During the Remedy Period, the Defaulting Party shall continue to undertake efforts to cure the default, and the Non Defaulting Party shall not, by any act or omission, impede or otherwise interfere with the Defaulting Party's endeavours to remedy the Event of Default.
- iv) During the Remedy Period, both the parties shall, save as otherwise provided herein, continue to perform their respective obligations under this Agreement.

13.2.5 Withdrawal of Notice of Intent to Terminate

If, during the Remedy Period, the defaulting party rectifies or remedies the default to the satisfaction of the non defaulting party or the non defaulting party is satisfied with steps taken or proposed to be taken by the defaulting party in such a manner that the Event of Default giving rise to the Notice of Intent to Terminate has ceased to exist, the non defaulting party shall withdraw the Notice of Intent to Terminate.

13.2.6 Termination

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- i) In the case that an event of default has not been rectified within the remedy period and except where the parties have other wise agreed or the Event of Default giving a cause to the Notice of Intent to Terminate shall have ceased to exist, the non defaulting party, may terminate this agreement by issuing a Final Termination Notice to the defaulting party.
- ii) Upon the issuing a final termination notice to the defaulting party, this Agreement shall be terminated and the provisions of Articles 13.2.7 and 13.2.8 shall be applicable.

13.2.7 Compensation Payable by KRC to WR - KRC's Event of Default

In the event of KRC's Event of Default, KRC shall pay to WR all reimbursements of advances and all financial & contracted liabilities & obligations made by WR to contractors & sub-contractors. KRC shall

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also discharge on behalf of WR all other liabilities both direct as well as consequential, which have been incurred by WR towards fulfilling its obligations under the terms of this Agreement.

13.2.8 - WR's Event of Default

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In the event of WR's Event of Default, KRC shall have the option of getting the balance work executed & completed by another agency, with the prior approval of MOR. In such an eventuality payment to WR shall be made for the entire cost of work actually executed and the liabilities already incurred by WR since WR is carrying out the work without any profit element or levy of departmental charges

In the event of termination of the agreement, WR and KRC shall jointly inspect and measure the works executed. WR shall provide all 13.3 documents or any data or records regarding the construction of the Project Railway to enable KRC to complete the construction works of the Project Railway.

Indemnity 14.0

- (i) KRC will indemnify, defend and hold WR harmless against any and all 14.1 proceedings, actions and third party claims (other than a claim by WR for loss, damage and expenses of whatever kind and nature arising out of the design, engineering and construction of the project or arising out of a breach by KRC of any of its obligations under this agreement except to the extent any such claim has arisen due to WR event of Default).
 - (ii) WR will indemnify, defend and hold KRC harmless against any kind of all proceedings, actions and third party claims for loss, damage and expenses of whatever kind and nature arising out for defect in title and / or the rights of WR in the land comprised in the project Area adversely affecting the performance of KRC's obligations under this agreement and I or arising out of acts done in discharge of their lawful functions by WR, its officers, servants, agents, subsidiaries and contractors including WR events of Default except to the extent that any such claim has arisen due to negligent act or omission, breach of contract or breach of statutory duty on the part of KRC.

FORCE MAJEURE 15.

"Force Majeure" shall mean any event or circumstance or combination of events or circumstances that materially and adversely affects the 15.1 performance by either Party (the "Affected Party") of its obligations under this Agreement (including by preventing or hindering or delaying such performance), but only if and to the extent that such events and circumstances in all possibility are not within the Affected Party's reasonable control. The following circumstances and events shall constitute an event or circumstance of Force Majeure to the extent that they or their consequences satisfy the above requirements:

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- a) the effect of natural elements or other acts of God, including but not limited to any storm, flood, drought, lightening, earthquake, cyclone or other natural disaster;
- b) fire, accident, breakage of facilities or equipment, structural collapse or explosion which the Party claiming to have been subject to Force Majeure demonstrates to have been attributable to a cause other than
 - i) inherent defects of any equipment, or
 - ii) circumstances within the reasonable control of the Affected Party or its contractors;
- c) epidemic or quarantine acts of war (whether declared or undeclared), sabotage, terrorism or acts of public enemy (including the acts of independent units or individuals engaged in activities of foreign program of irregular welfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbances, revolution, rebellion or insurrection, exercise of military or usurped power or any attempt at usurpation of power;
- d) radioactive contamination or ionization radiation.
- e) events of strikes, work to rule actions, go-slows or similar labour related problems caused in whole or in part by agitation or unrest having a severe impact on the project Railway.
- f) Any circumstance or event beyond the control of either party such as any legal proceedings related to land or the construction and agitation or similar steps taken by any member of public against implementing any part of the project on ground of environment, public interest or similar grounds.

15.2 Duty to Report

- 15.2.1 A Party claiming to be affected by an event of Force Majeure shall notify the other Party in writing of the occurrence of the event of Force Majeure as soon as reasonably practicable, and in any event, within 30 (thirty) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material effect that the event of Force Majeure is likely to have on the performance of its obligations under this Agreement. Any notice pursuant to this Article 15.2.1 shall include full particulars of:
 - the nature and extent of the event of Force Majeure which is the subject of any claim for relief under this Article 15.2.1 with evidence in support thereof;
 - (ii) the estimated duration and the effect or probable effect which

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such event of Force Majeure is having or will have on the Affected Party's performance of its obligations under this Agreement; and

- (iii) the measures which the Affected Party is taking or proposes to take, to alleviate the impact of such event Force Majeure; and
- (iv) any other information the Affected Party wishes to present in support of its claim.
- 15.2.2 For so long as the Affected Party continues to claim to be affected by such event of Force Majeure, it shall continue to provide to the other Party written reports every 7 days, containing information as required by this Article and such other information as the other Party may reasonably request the Affected Party to provide.
- 15.2.3Any party claiming to have been affected by an event of Force Majeure shall not be entitled to any relief unless it has complied with all the provisions of this Article.

15.2.4 Excuse from performance of obligations

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An Affected Party who is rendered wholly or partially unable to perform its obligations under this Agreement shall be excused from performance of such of its obligations as are directly and materially adversely affected by the event of Force Majeure, **provided however that:**

- (a) an obligation to make any payment or meet any financial obligation shall not be excused on account of an event of Force Majeure;
- the maximum period for which relief can be claimed by an Affected Party in respect of an event of Force Majeure shall not exceed sixty (60) days;
- (c) the suspension of performance of its obligations by the Affected Party shall be of no greater scope and of no longer duration than is reasonably necessitated by the event of Force Majeure;
- (d) the Affected Party shall continue to make all reasonable efforts to mitigate or limit the damage to the other Party arising out of or as a result of the existence or occurrence of such event of Force Majeure and to cure the same with due diligence; and
- (e) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
- 15.2.5 In the event the Force Majeure continue beyond 60 days, the affected party or parties shall mutually agree upon in writing an alternative arrangement.

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No Liability for other losses, damages, etc. 15.3

Save and except as expressly provided in this Article 15, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of the occurrence or existence of any event of Force Majeure or the exercise by it of any right pursuant to this Article 15.

Termination Notice 15.4

If a Force Majeure Event subsists for a continuous period of 60 (Sixty) days, the Agreement may be terminated by either party by giving a Termination Notice in writing.

- FAITH GOOD **THROUGH** DISPUTES OF SETTLEMENT 16. **NEGOTIATIONS AND CONCILIATION**
- **Good Faith Negotiation** 16.1

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The Parties shall endeavour, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a "Dispute") through good faith negotiations.

- For the purpose of conducting good faith negotiations, each Party shall, within one month of the Appointed Date, designate in writing to the other 16.2 Party a representative who shall be authorised to negotiate on its behalf with a view to resolving any Dispute (the "Representative"). Each such Representative shall remain so authorised until his replacement has been designated in writing to the other Party by the Party he represents.
- 16.3.1 Unless otherwise provided for in this Agreement, the following provisions shall apply to the resolution of any Dispute:
 - The Dispute shall not be referred to Arbitration under Article 17, unless and until the provisions of this Article have been complied I,
 - The Representative of the Party which considers that a Dispute has arisen shall give to the Representative of the other Party, a written Ħ. notice setting out the material particulars of the Dispute (a "Dispute Notice").
 - Within thirty days, or such longer period as may be mutually agreed (the "Negotiation Date"), of the Dispute Notice having been Ш. delivered to the other Party, the Representatives of both Parties shall meet in person at the registered office of the Company or at any other designated place to attempt in good faith, and using their best endeavours at all times, to resolve the Dispute. Once the Dispute is resolved, the terms of the settlement shall be reduced in



writing and signed by the Representatives of the Parties (the "Settlement"); and

IV. If a Settlement is not reached within thirty (30) days after the Negotiation Date, such Dispute shall be referred for Conciliation to one conciliator to be decided by Member (Engineering), Railway Board in accordance with the provisions of Arbitration and Conciliation Act, 1996.

17.0 Arbitration

- 17.1 If good faith negotiation and conciliation under Article 16 has not been able to resolve a Dispute, such Dispute shall be referred to and be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules made there under and its statutory modifications/enactments thereof.
- 17.2 The place of arbitration shall be Ahmedabad.
- 17.3 Each party to the Dispute shall appoint one arbitrator and the two arbitrators so appointed shall mutually agree to and appoint the third arbitrator. The arbitral agency so constituted, shall be the "Arbitral Tribunal". The provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time and the rules, if any made there under shall apply to such arbitration proceedings.
- 17.4 The language of the arbitration shall be English.
- 17.5 Any decision or award of the Arbitral Tribunal appointed pursuant to this Article 17 shall, subject to correction/ recourse provided for under the Arbitration and Conciliation Act, 1996 be final and binding upon the Parties. The arbitral Tribunal shall give a speaking award.

18.0 WAIVERS

- (a) Waiver by either Party of any default by other party in the observance and performance of any provision of or obligation of or under the Agreement:-
 - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement.
 - (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or

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any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

19.0 Applicable Law & Jurisdiction.

The Parties hereto agree to submit to the exclusive jurisdiction of courts in Ahmedabad.

20.0 NOTICES

- 20.1 All notices under this Agreement shall be in writing and are effective upon delivery to the applicable Party (whether by mail, fax, personal delivery or otherwise) at the address indicated below (or such other address as any Party may notify in writing to all the other Parties in accordance with the provisions of this Agreement):
 - (i) If to KRC at:
 Kutch Railway Company Limited
 C-2/10 , Safdarjang Development Area,
 Aurobindo Marg,
 New Delhi-16

Attn: Managing Director

(ii) If to WR at:
Western Railway
Churchgate
Mumbai
Attn: General Manager (Western Railway)

20.2 Delivery

Any notice, document or communication:

- given by hand against acknowledgement is deemed to be received at commencement of the Business Day next following delivery to the address of the receiving Party set out in Article 20.1;
- (ii) sent by fax is deemed to be received at the commencement of the Business Day next following receipt by the sending Party of an electronic confirmation of transmission of the notice to that addressee, which transmission is to be confirmed by a courier transmission date-marked the same day as the fax transmission it is confirming.

21 LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English or Hindi

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language.

COUNTERPARTS 22

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, AND DELIVERED

For and on behalf of

Kutch Railway Company Limited BY

(Signature)

YOGENDRA SHARMA

(Name)

(Designation) **Managing Director**

SIGNED, AND DELIVERED

For and on behalf of the president of India through the Western Railway BY

<u>∫o</u>{Signature)

UTTAM CHAND

(Name)

Chief Administrative Officer(C)

WR/Mumbai

(Designation)

In the presence of:

1. PRIYA KRISHNAN S.IM

SANSEEN UR SHARMA

In the presence of:

CEICIN, WRY

MAHESH MEHTA CSTE(I), W.R

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Denaits of works Completed on the KRCL Rail Project (Palanpur - Candidanaman Scope of Work Scope of Work Name of Agency Agreement No.	Name of Agency	Agreement No.	Scope of Work	Date of DOC Acceptance Extended DOC	DOC Externded DOC	Contract Value/ Revised Value	Payment Made till Date	Physical Progress
			١	8	21.2 03	46.64	46.64	Work
G.C. PNU-GIMI INCIEST	37.00	Dy.CE (C)CP/ADI/12 dated 3.203	40000:00	or 1.0	Extn 7-6-03			Completed 100 %
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223.00 2 Ov.CE (C) PNU - GIM / 16- Testing of Arch M/S Spage consultants	M/S Spage consultants	Dy.CE (C)CP/ADI / CA/3-4/2 dated	ಸೆ	19-Mar-U3	- The last of the	;		Completed 100 %
Bridges on PNU - GIM Section	1	16.6.03			11 4112 (12	367	3.67	Work
3 Dy CE (C) FND - GIM / 17- Manufacturing & M/S KMT Track	M/S KMT Track New Delhi	Dy.CE (C)GP/ADI / CA /3-4/4 dated	Motor Trolly: 4 Push Trolly: 1	12-jun-02	20-Sep-03		:	Completed 100 %
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WESTERN RAILWAY

ANNEXURE B

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S. Tender No.& Name of work. No.	Name of Agency	Contract Agreement No.	Scope of Work	Date of Acceptance	DOC/ EXT DOC	Contract Value/ Revised Value	Payment Made till Date	Frogress
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2-Strengthening di up to Kris. 46	of M/S K.K. Somble 5 Madhapar (Kuich)	Dy.CE (C)CP/ADI/9- 4/CA/01 dated 15.4.03	Majori54 Minor3 Total:57	13-Mar-03	30-jun-04 30-jun-04 30-6-05	190.61	7. 2.	8
2 Dy.CE (C) PNU - GIM / 3-Strengthening / alternton/widering of Bridges between Kms. 46.6	ng M/S Surabbi construction C&S 1014 dated 5.6 Co.Karimusgar	C&S 1014 dated 29.7.03	Major74 Minor3	13-Jun-03	12-May-04 15-10-05	230.48 286.13 (Revised)	163.M	75.00
1 20 21	A/S D.G. Parmar GIM(Kutch)	C4.5 1025 dated 23.8.04	Major:122 Minor:5	14-May-04	31-10-05	370.29	109.07	35,00
156.00 to 247.00 4 Dr.CE (C) PNU - GIM / 7-Earthwork etc from km 0.00 to 101.00	m//S Bhagavati Construction Gardhinagar	C&S 998 dated 27.1.03	200000:00	16-Nov-02	15-Oct-03 31-Mar-04 30-Sept-04	8.22	60.11	70.00
5 Dy.CE (C.) PNU GIM / 9-Earthwork etc from M/S M.K. Construction km201.00 to 305.00	M/S M.K. Corstruction Co. Anjar	C&S 1004 dated 7.2.03	340000.00	12-Dec-02	11-Nov03 31-jul-04 31-Dec-04	179,93 (Revised)	81.23	57.00
6 Dy.CE (C) PNU - GIM / 10(R)-Supply of Ballast M/S Amit R Desai from lan 0.00 to 28.00 (Cyy - 60000 Cum).	M/S Amit R Desai Chitrasani	C&S 1020 dated 17.5.04	00009	17-Mar-04	31-8-05	200.99	85.44	20:00
7 Dy.CE (C) PNU - GiM / 11(R)-Supply of Ballast M/S Harish Enterprise from km 28:00 to 46:00 (Qiv - 43000 Cum).	M/S Harish Enterprise Ahmedabad	Dy.CE (C)GP/ADI / CA/3-4/ 5 dated 25.9.03	43000	22-Aug-03	23-Jun-04 28-Feb-05 31-3-05	171.35	55.59	Work terminated at R&C and now shall be carried out by XRCL.
5 Dy.CE (C) PNU - GBI / 13-Supply of Ballast km/M/S B.V. Sorall 113-157 Radhanpur (Incl) to Santhalpur(Incl) (Ory - Adipur (Kutch) 104116 Cum)	km//SB.V. Southis ry - Adipur (Kukh)	Not executed	104110	28-Nov-03	27-Jan-05	335.26	,	Ballast for this tender to be procured by MAKRCL.
/ 14-Supply of Ballast () to Bhutakiya Bhim	km/M/S B.V. Sorabha usar Adipur (Kutch)	C&S 1018 dated 5.1.04	97701	13-Nov-03	12-Jan-05	266.75	228.84	70.00
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THE THE COMPANY OF TH		D. CRICGP/ADI	75418	24-Dec-03	23-Nov-04	145.25	7 7	
	JCo. Anjar	CA /3-4 /11 dated			30-5-05			5
		140	TMOOOOC	01-Jan-04	31-Mar-04	8.76	§	P071
S DYCE (C) PNU - CIM / 25-Unloading of	of M/S D.G. Parmar PelCIM(Kutch)	Dy.CE (CXF/AUI)			31-Dec-04			
Those/Two/Free Rails from 1748000/ 01.1/				12.A110-04	12-Aug-05	184.33	3.8	•
16 Dy.CE (C) PNU - GIM / 28-Construction of PSC M/S Ansari Enctors (IV)	CM/S Ansari Erectors (IV)	Dy.CE (C)GP/ADI/ CA /04-05/3 dated 6-	*	8			_ _	
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18 Dy.CE (C) PNU - GDM / 38- Misc. Structures M/S Antikumar	S M/S Anilkumar	Dy.CB (C)GP/AD1/ CA/04-05/4 dated	·	12-ju-04	co-emi-11			
Between Palanput - Rasana		10-04		74 Can 04	26-A110-05	136.95	116.14	 -
19 Dy.CE (C) PNU - GIM / 39 - Barauni Tyr	/ 39 - Barauni Type M/S Ausari Erectors Annean.	CA/04-05/6 dated						
	Ray Infrastructure	Dy.CE.(C) 1/AD1/			15.12.04	32.26	28.01	82%
Collection of Dimension Details		229.00	305	4.8.2000	31-3-05	-	-	
		i .	_		_			

S. Tender No.& Name of work.	Name of Agency	Congrect Agreement No.	Scope of Work	Acceptance Acceptance	2007 EAT 1000	Contract Value/ Revised Velue	Payment Made tili Date	Physical Progress
21 Dy.CE (C) PNU - GDM / 8(R) (Risk and cost)Earthwork etc from km 101.00 to 201.00	M/S Bharat Const.Co Baroda	Dy.CE (C)GP/ADI / CA/04-05/5 dated 13-10-04	420000	23.7.04	22.6.05	166.12	3.38	2% Work terminated at Risk&Cost.
22 Dy.CE (C) PNU - GIM / 21 - Hiring of vehicles	M/S Kiran Travels Anjer	Dy.CE (C/GP/AD1/ CA/03-04/8 dated		25-8-03	24-8-04	1,95	2.40	100.00
23 Dy. CE (C) PNU - GD.f./ 33 (R) - Various Structures! Devgem: Varalu	M/S. Shaival Reality PVT.Ltd. abmedahed	Dy.CE (C)GP/ADI / CA/04-05/7 dated 14-2-05		23-11-04	22-10-05	182.08	22.08	17.00
24 Dy. CE (C) PNU - GIM / 34 (R) - Vanous Structures Varahi(Excl- Lakhpat(Incl)	M/S. Kamla Electricals & Engineering Co. Ahmedabad	Dy.CE (C)GP/ADI/ CA/04-05/8 dated 23-245		14-12-04	13-11-05	165.27	36.05	22.00
25 Dy.CE (C) PNU - GBI / 35 (RI-2) - Various Structures - Lakhpat(Excl)- Chitrod (Incl)	M/S. Ambica Construction Dy CE (C)GP/ADI Co. Ghandhidham 65-05	Dy.CE (C)GP/ADI / CA/05-06/12 dated 6-5-05		15-2-05	14.1-06	183.96	25.73	18.00
26 Dr.CE (C) PNU - GIM / 36 (RJ-2) - Various M/S. LR. Patel &Co Scrictures - Chirod (Excl)-Blackau (Incl) Blackagar.	M/S. L.R. Patel &Co Bhavragar.	Dy.CE (C)GP/AD1/ CA/05-06/13 dated 16-6-05		10-03-2005	9/2/2008	179,53	15.87	12.00
Dy.CE (C) PND - GIM / 37 (R) - Various Structures Bhachau (Exc) - GIM (Incl)	M/S. Dipesh Construction Co Anter	Dy.CE (OGP/ADI/ CA/05-06/11 dated 25-4-05		10/1/200\$	13-11-05	182.39	6.52	10.00
28 S&C/1490- Flash Butt welding	M/S. Harshad Therraic Industries P.Ltd. Raipur	CLS/1023 Dated 28- 10-04		28 8 04	27-12-06	1346.72	74.34	900'S
29 Dy.CE (C.) PNU · GIM / 29 (R) · Construction of Bridges No.290.	M/S. Praveen Gulati Jhansi	Under excecution	,	23-3-06	22-5-06	217.80		
SC Dy.CE (C) PNU - GIM / 27 (R) - Consruction of M/S Surabhi Construction Under excerution Najor / minor Bndges from KM.270 to 301 Karim Nagar.A.P	6M/SSurabhi Construction Co Karim Nagar.A.P	Under excecution		25 4 05	24-8-06	413.04		
** Dv.CE C.) PNP - GIM / Spi.Lid/01 - E/Work in bank & Cutting Km.101 to 150	in M/S.K.K. Soratia Madhapar, Kuich	Under excecution		2-5-05	1/11/2005	5 104.51		—
32. Dv.CE (C) PNU - GM / Spl.Lid/02 - E/Work in Mark & Cutting Km.101 to 150	in M/S.B.V. Soratia Adipur, Kutch	Under excecution		2-05-05	1/11/2005	117.44		

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A THE PARTY OF THE	Name of Agency	Contract	Scope of Work	Date of	8		Payment	Physical
97	•	Agreement No.		Acceptance	EXT DOC	, , , ,	Made till Date	Progress %
33 Dy.CE (C) PNU + GIM / 46 + Construction of Coaching sick line.	M/S.Ambica Coret.Co Gandhidham.	Under expecution		29 + 02	90-6-82	07.171		
N. D. CE (C) PNU - GIM / 48 - Transportation of ENG SH raits	M/S.Marco Engg. Company. Surat	Under extecution		29 4 05	28-10-05	16''.61		
35 DV CE (C) PNU - GM/ 40 - Earth Work	M/S.Bhagavati Const. Gandhilvagar	Dy.CE (C)CP.1/AD1 / CA/2005/3 dated '3- 6-05	E/W. 140000	21-1-05	24-12-05	163.04	10.14	20.00
30 DY CE C PNU - GM 41(R) - Miscellaneous M/S Shaival Reality Norts PVT.Ld. Abmedabal	SM/S. Shaival Reality PVI.Ltd. Abmedabad	Dy.CE (C)III/ADI / CA/2005/1 dated 30-3-05		18-01-05	17-02-05	17.51	æ. <u>.</u>	2,00
37 Dr. CE (C) PNU - GM / 42 - Miscellaneous Works [M/S.N.P. Patel &CO	M/S.N.P. Patel &CO . Ahmedabad	Dy.CE (C)III/ADI / CA/2005/2 dated 5-04-2005		17-01-05	16-12-05	131.68	26.09	25.00
36 Dr. CB (C GP/PNU - GIM 04 - Transportation of M/SLKK - Agency Copers.	Abmedabad	Under excecution	15 Spans	13-05-05	12-9-05	13.59		
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STATEMENT SHOWING THE DETAILS OF THE TENDER UNDER FINALISATION/TO BE OPENED AS ON 14-6-2005

5.N.	Tender Na.		Approx. cost of work in Lacs	Date of opening	States	Funds required during 2005-06
DY.CE	CCC ADI					
i	DY.CE(C)III/PNU-GIM/09	Passenger amenities between BLDI-DVGM	35.37	-	Under TC	20.00
2	DY.CE(C)III/PNU-GIM/06	Protection work bet. Km.0.00 to 46.50	184.40	8-6-2005	B/Note under vetting	100.00
3	DY.CE[C]HI/PNU-GIM/07	Protection work	170.72	8-6-2005	B/Note under vetting.	100.00
4	DY.CE[C]III/PNU- GIM/5{SLT]	Construction of Bridge No.41	226.28	10-6-2005	B/Note under vetting.	200.00
5	DY.CE(C)HI/PNU-GIM/15	Passenger amenities bet. Km.0 to 45	37.05	14-6-2005	To be opened.	30.00
6	DY.CE[C]III/PNU-GIM/10	Linking of track Km.0 to 23.50	141.37	15-6-2005	To be opened.	80.00 85.00
7	DY.CE[C]III/PNU-GIM/11	Linking of track Km.23.50	1	15-6-2005	To be opened. To be opened.	80.00
ŧ	DY.CE[C]III/PNU-GIM/12	Linking of track Km.49.50 to 75.50	J	16-6-2005 16-6-2005	To be opened.	80.00
9	DY.CE[C]III/PNU-GIM/13	Linking of track Km 75.50 to 101.50	93.83	17-6-2005	To be opened.	80.00
To	DY.CE[C]GP-I/PNU-GIM /	14 SKV Welding Km.0 to 101.50 PNU Siding & unloading	27,20	30-6-2005	To be opened.	27.20
11	DY.CE[C]PNU-GIM/16	of rail panels	<u> </u>	30-6-2005	To be opened.	13.3
1 <u>2</u> 13	DY.CE[C]PNU-GIM/18 DY.CE[C]PNU-GIM/18	Carting of P.Way material Supplying of Querry/Grit	63,12	NIT Under A/c's vetting	w	10.0
14	DY.CE[C]PNU-GIM/19	Strengthening and repairs to two arch bridges	13.27	Under preparation.	-	13.2
DY.C	E(C)GP,II/ADI		<u> </u>	 	<u> </u>	
7	DY.CE(C)PNU-GIM/50	Linking Km.101 to 126	144.35	'9-6-2005	B/Note under vetting	30.0
7	DY.CE(C)PNU-GIM/56	Alumino Welding	166.03	'9-6-200 5	B/Note under vetting	30.0
3	DY.CE(C)PNU-GIM/51	Linking Km.126 to 151	145.33	'14-6-05	B/Note under vetting	30.0
7	DY.CE(C)PNU-GIM/52	Linking Km.151 to 176	151.31	17-6-05	B/Note under vetting	30.0
3	DY.CE(C)PNU-GIM/53	Linking Km.176 to 201	148.97	20-6-05	B/Note under vetting	30.0
6	DY.CE(C)PNU-GIM/54	Linking Km.201 to 226	156.88		To be opened To be opened	30.0
÷,	DY.CE(C)PNU-GIM/57	Duty Bunks Km 101 to201	158.57 to 91.30	12-7-05	To be opened	30.0
A	DY.CE(C)PNU-GIM/58	Level crossings Km.101 150 Level crossings Km.151		14-7-05	To be opened	30.
•	DY.CE(C)PNU-GIM/59	Level crossings Km.151 201 Level crossings Km.201	ļ. <u> </u>		To be opened	30.
10	DY.CE(C)PNU-GIM/60 DY.CE(C)PNU-GIM/62	250 Major bridge No.187 &	85.51	18-7-05	To be opened	40.
11	DY.CE(C)PNU-GIM/61	230 'A'	62.96		Under	
12			125.5		preparation Under	
13	DY CE(C)PNU-GIM/63		152.0		preparation Under	
14	DY.CE(C)PNU-GIM/64		69.62		preparation Under	-
1.5	DY.CE(C)GP.H/QTRS/	01 Quarters	07.02		preparation	1403.
1				TOTAL		1405

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Annexure C

Standard of construction

Track	52 KG LWR on new Rails with PSC sleepers on M+7 density with 300 MM Ballast cushion on main line, SH 52 Kg. Rails with PSC sleepers on M+4 density 250MM Ballast cushion on loop line
Bridges	MBG Loading
Signalling	Standard II(R) with PI/RRI with MACLS and BPAC.
CSR	686 M (Minimum)
Ruling Gradient	1 in 150M compensated
Curves	up to 4 Degree



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ANNEXURE "D"

REQUIREMENT OF P. WAY MATERIAL & S&T IN CONNECTION WITH PALANPUR IN - GANDHIDHAM IN GAUGE CONVERSION PROJECT

Sr No	PALANPUR 3N - GANDHIDHAM 3 Description of Material	Drg No.	Unit	Free material to be Arranged by KRC
1	2	3	4	7
	Civil Engineering		1	
1	Ballast		Cum	38447
	Sleepers			
2	PRC-60KG	T-2496	Nos.	37630
3	For SEJ	T-4149	Nos.	38
4	For L.C	T-4148-A	Nos.	93
5	for guard Rail	T-4088	Nos.	56
	1.12 PSC T/O Sleepers	T-4218/4320	Sets	30
	1.8 1/2 PSC T/O Sleepers	T-4865	Sets	3
	1.8 1/2 PSC symetrical split	T-4836	Nos.	1
	For deralling switches	T-4836	Sets	3
	SWITCHES		<u> </u>	1
10	1.12 52 KG LHTO	T-4733	Sets	8
	1.12 52 KG RHTO	T-4733/1	Sets	9
	1.8 1/2 52 KG LHTO	T-4866	Sets	2
	1.8 1/2 52 KG RHTO	T-4866	Sets	2
	Deraling Switche	T-5836	Sets	1
	Symiterical split switches 1.8 1/2	T-5354	Sets	1
 _	CMS CROSSING			
16	1 12 52 KG	T-4734	Nos.	20

10 1.12 52 KG LHTO	T-4733	Sets	8/
11 1.12 52 KG RHTO	T-4733/1	Sets	91
12 1.8 1/2 52 KG LHTO	T-4866	Sets	25
13 1.8 1/2 52 KG RHTO	T-4866	Sets	23
14 Deraling Switche	T-5836	Sets	10
15 Symiterical split switches 1.8 1/2	T-5354	Sets	10
CMS CROSSING			
16 1.12 52 KG	T-4734	Nos.	208
17 1.8 1/2 52 KG	T-4867	Nos.	48
18 1.8 1/2 52 KG Sym.Split	T-4867	Nos.	10
ERC			
19 Mark-III	T-3701	Nos.	2539544
20 J-Type	T-4258	Nos.	40384
21 FOR L.C	T-1892	Nos.	14950
G.F.N. Liners .			
22 G.F.N. Liner t/cirts &P&C	T-3707	Nos.	554600
23 G.F.N. Liner t/cirts &P&C	T-3708	Nos.	554600
24 G.F.N. Liner t/cirts &P&C	T-3702	Nos.	19680

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Sr No	Description of Material	Drg No.		Free material to be Arranged by KRC
1	2	3	4	
	GRSP		10100	745712
25	Ordinary	T-3711	Nos.	2712
	FOR SEJ	T-4159	Nos.	7500
_	FOR L.C	T-3480	Nos.	4334
1	for guard Rail	T-3703	Nos.	178
	1.12 60 Kg	T-4732	Sets	
	1.8 1/2 60 Kg	T-4865	Sets	42
	1:8.5 Sym.Split	T-4845	Sets	10
	For Deralling	RT-5836	Sets	10
<u> – </u>	METAL LINER			
33	M.S.liner	T-3741	Nos.	289580
1	M.S.liner	T-3742	Nos.	289580
1	M.S.liner	T-645	Nos.	11950
4 -	Glued Joints 52 Kg	T-5361	Nos.	1310
1	SEJ 52 kg	T-4160	Nos.	226
1-34	FISH PLATE			
1-3	3 for 52 Kg Rail	T-090(M)	Nos.	96050
31	FISH BOLT & NUT			
<u> </u>		T-11501	Nos.	128300
	9 FOR 52 Kg Rail		Sets	250
	J.N. FISH PLATE 52 Kg/90R	T-11513	Nos.	1000
	1 J.N. FISH BOLT 52 Kg/90R	T-5551-55	Nos.	3500
4	2 Joggled Fish plates			

T-3912	Nos.	18350
	Nos.	51900
	Nos.	6240
		21500
1-3915	IVOS.	
		34
	T-3912 T-3913 T-4153 T-3915	T-3913 Nos. T-4153 Nos.

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Sr No	Description of Material	Drg No.	Unit	Free material to be Arranged by KRC	
1	2	3	4	7	
	M.S.BRACKET				
47	FOR L.C	1150	Nos.	5852	
48	Bolt with packing piece	1, 1520	Nos.	4066	
	M.S.Bolt 25x90		Nos.	3000	
	M.S.Bolt (CH)	T-11637	Nos.	3800	
	LOCKING BOLT		Nos.	40	
	LUG	T-102	Nos.	20	
53	Packing piece	T-026(M)	Nos.	3690	
	Singale coil spring washer	T-10773	Nos.	141000	
	Spring lever Box	MA-3040	Nos.	20	
	Spherical washer	T-023(M)	Nos.	7850	
	M.S. Protecting	T-4098	Nos.	4172	
	M.S. Protecting	T-4105	Nos.	50	
	M.S. Protecting	T-4106	Nos.	50	
	M.S. CLEAT FOR FISING 52kG Guard Rail60 Kg		Nos.	4700	
	Check Rail(14.00m)	T-4215	Nos.	6	
	Check Rail(19.00m)	T-4215	Nos.	12	
					
6 3	Check Rail(7.50m)	T-4215	Nos.	400	
	Check Rail(9.50m)	T-4215	Nos.	80	
L	Check Rail(11.00m)	T-4215	Nos.	10	
_	Check Rail(12.00m)	T-4215	Nos.	8	
	Wooden Sleeper	3650X250X150	Nos.	20	
<u> </u>					
В	SIGNAL & TELECOMUNICATION				
	PVC Insulated armoured unscreened cable for RE1. Signature us				
	per specification No IRS:S63/89Amendem	ent"o	Km	162	
	1 24 core x1.5 sq.mm	IRS(S) 63/89		810	
L	2 12 core x1.5 sq.mm .	Amendment 5	Km	73	
1	3 6 core x1.5 sq.mm	_	Km	224	
	4 2 core x4 sq.mm		km	94	
	5 2 core 25sq.mm (Power cable)	specification IRS:S 63/89& 1554/Amendme nt-4			
<u> </u>			1 .	3!	

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Tentative Position of Land Acquisition in GIM-PNU Gauge Conversion Project

ANNEXURE E

AS ON 10-6-2005 Remarks Issuance of Section-IV completed and Issuance of Section-VI under process. Present status 666666 8 8 8 8 8 융융융 ę 슞. Area of Land to be acquired in Hactere 0.16 0.17 0.17 0.12 0.12 0.15 0.62 9-0 Totai 0.15 0.19 0.09 0.31 ď. * 500 0.15 Ę Total Saradarpura Banaskantha Dhanakwada Banaskantha Banaskantha Banaskantha Kutchh Kutchh Kutchh Kutchh Kutchh Kutchh Patan Patan Patan Kutch District Paten Patan Patan DY.CE.(C) GP/ II DY.CE.(C) GP/1 Kidiyanagar Kedarawa Shivalakha Lekadia Chhenasara Bhutakia Padampur Samakhiali Vaghpura Santa/pur Garamadi Village Piparala Adesar Deoder Gosan Varahi 2.Dhanakwada 3 Chhanasara 11 Chitrod 12 Shivalakha 13 Lakadia 14 Semakhiali 10 Kidiyanagar Station 9 Padampur 5 Garamadi 2 Vaghpura 4 Santalpur 8 Bhutakia 4 Deogam 6. Piparala 3 Deoder 1 Varahi 7 Adesar 1 Jasail g S

COST AS PER REVISED ESTIMATE (TENTATIVE) OF PALANPUR-GANDHIDHAM GAUGE CONVERSION PROJECT.

R.N	DESCRIPTION	REVISED ESTIMATE (TENTATIVE)			
O.	DESCRIPTION 1	TOTAL	Work being	Work being Carried out by Western	
Ŭ. J	1		Carried out by	Railway	
			KRCL	- Idaiistay	
	CIVIL ENGG. DEPT.				
1	Land	20095970.00	0.00	20095970.00	
2	Items Other Than P. Way	652245430.00	0.00	652245430.00	
3	P. Way Items	3043350738.00	780342370.44	2263008367.56	
	Total of Civil Engg.	3715692138.00	780342370.44	2935349767.56	
	S & T DEPT.	508154974.00	85090226.00	423064748.00	
	Electrical DEPT.	75637148.00	0.00	75637148.00	
	Mechanical DEPT.	55129823.00	0.60	55129823.00	
A	Total for all Deptts. Other than D&G	4354614083.00	865432596.44	3489181486.56	
	D & G Charges				
	CIVIL ENGG, DEPT.	237328970.00	0.00	237328970.00	
	1	32330274.00	0.00	32330274.00	
	S & T DEPT.	4812252.00	0.00	4812252.00	
	Electrical DEPT.	10 11	0.00	2297076.00	
]	Mechanical DEPT.	2297076.00]		
В	TOTAL of D & G	276768572.00	0.00	276768572.00	
	Total of A & B	4631382655.00	865432596.44	3765950058.56	

