

# **CONSTRUCTION AGREEMENT**

**BETWEEN**  
**BHARUCH DAHEJ RAILWAY**  
**COMPANY LIMITED**  
**AND**  
**RAIL VIKAS NIGAM LIMITED**

**FOR THE**  
**BHARUCH - DAHEJ**  
**GAUGE CONVERSION PROJECT**  
**ON**  
**WESTERN RAILWAY**

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE  
HUNDRED RUPEESभारत INDIA  
INDIA NON JUDICIAL

दिल्ली DELHI

H 162093

## CONSTRUCTION AGREEMENT

This Agreement is entered into on this the 01<sup>st</sup> day of July 2009

**BETWEEN**

**Bharuch Dahej Railway Company Limited**, a Joint Venture Company of Rail Vikas Nigam Limited, Gujarat Maritime Board, Dahej Adani Petronet (Dahej) Port Private Limited, Gujarat Narmada Valley Fertilizer Company Limited, Dahej SEZ Limited, Hindalco Industries Limited – Unit Birla Copper, Jindal Rail Infrastructure Limited, incorporated under the Companies Act, 1956 having its registered office at 1<sup>st</sup> Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi - 110066, India (hereinafter referred to as 'BDRCL' 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**

Rail Vikas Nigam Limited, New Delhi, (hereinafter referred to as "RVNL" 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. Bharuch Dahej Railway Company Limited (BDRCL) intends to appoint an Engineering, Procurement and Construction (EPC) agency for carrying out the Gauge Conversion (from Narrow Gauge to Broad Gauge) works between Bharuch and Dahej.
- B. RVNL is planning to carry out all the civil works, electrical including Railway Electrification and signal and telecommunication works required for Bharuch-Dahej Gauge Conversion Project.
- C. BDRCL has requested and offered RVNL to act as the EPC Agency to carry out the construction works for the proposed Project Railway as a "Special Deposit Work".
- D. RVNL 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 WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

#### 1. PRELIMINARY

##### 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 Engineering, Procurement and Construction agency, with whom the BDRCL 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 or any other concerned State Government 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.
- (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 (Construction) Western Railway.
- (x) **"Commissioner of Railway Safety"** shall refer to the Commissioner of Railway Safety appointed under Section 5 Chapter III of The Railway Act, 1989.
- (xi) **"Commissioning"** shall mean:
- (a) In the case of commissioning for freight operations, the issue of the safety certificate by the Chief Engineer (Construction) of Western Railway, 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 BDRCL.

(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 freight and passenger trains as assessed after finalization 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 BDRCL to RVNL for executing the work of the Project Railway under this agreement. This will include all duties, taxes, cess and other statutory levies payable by RVNL for execution of the project.


(xiv) "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 date of award of first contract related to execution of the project by RVNL and ending of the COD.

(xvi) "Construction Works" means all works necessary for Gauge Conversion and construction of a new broad gauge railway line from Bharuch to Dahej on Western Railway and to do all other acts that are incidental and related thereto.

(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 BDRCL, (ii) the Additional Member (Works) of Ministry of Railways and (iii) Executive Director/Project, RVNL, in charge of the project, who shall review the progress of the works during the Construction Period.

(xviii) "Detailed Estimate" means the detailed cost estimate



sanctioned by RVNL vide letter No C/T/Estt/2006/18 dated 7.4.2008 amounting to Rs.228.77 crores and has been updated at a cost of Rs.262.29 crores. One composite tender was invited at an estimated cost of Rs.154.71 cr which has been awarded at a cost of Rs.174.89 cr on 21.2.2009. Due to this, the project cost will also get revised to this extent.

(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, Narrow Gauge formation, bridges and all other assets which already exist in the Project Area as part of the Narrow 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 BDRCL, Western Railway and RVNL.

(xxiv) "**Force Majeure**" or "**Force Majeure Event**" shall mean an act, event, condition or occurrence as specified in Article 15.

(xxv) "**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.

(xxvi) "**Gauge Conversion**" shall mean the conversion of an existing narrow gauge track (bearing a distance of 2 feet 6 inches or 762 mm between the two parallel lines of the track) to Broad Gauge (bearing a distance of 5 feet 6 inches or 1676 mm between the two parallel lines of the track)

(xxvii) "**Good Industry Practice**" means those practices, methods,



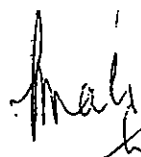
techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted from a reasonably skilled and experienced operator engaged in the same or similar type of undertaking as envisaged under this Agreement and acting generally in accordance with the provisions of 'The Railways Act, 1989' and would inter-alia means 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 BDRCL and RVNL 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.

(xxviii) **"Governmental Authority"** include Government of India 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 BDRCL 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.

(xxix) **"Maintenance"** means 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.

(xxx) **"Material Modification"** shall have the same meaning as provided for in para 1110 Code for the Engineering Department (1999) of Ministry of Railways (as modified upto the date of signing of this Agreement.)

(xxxi) **"Emergency"** includes 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.



(xxxii) "O&M" means the operation and maintenance of the Project Railway.

(xxxiii) "Operations" mean all activities associated with train movement, train running, loading and unloading freight, and storage of consignments and the security of consignments.

(xxxiv) "Project" means and includes gauge conversion and construction of new broad gauge railway line between Bharuch and Dahej on Western Railway and gauge conversion/construction of the Project Railway as defined under the scope of project in the agreement.

(xxxv) "Project Area" means the formation from Bharuch to Dahej as well as the land, stations, existing yards and building along this track within the same range belonging to MOR and leased to BDRCL

(xxxvi) "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:

- (a) Rights over the Project Area,
- (b) Tangible assets such as civil works and others undertaken by RVNL for BDRCL,
- (c) Financial assets, such as security deposits, insurance proceeds, applicable permits, including authorizations relating to or in respect of the Project Railway.

(xxxvii) "Project Railway" means broad gauge rail link connectivity between Bharuch at 0.0 km and Dahej at 62.36 km.

(xxxviii) "Rail Vikas Nigam Limited" or "RVNL" means the Special Purpose Vehicle under Ministry of Railways headquartered at August Kranti Bhawan, Bhikaji Cama Place, New Delhi.

(xxxix) "Railway" shall have the meaning prescribed under The Railways Act, 1989.

(xxxx) "Railway Board" shall have meaning prescribed under the Indian Railway Board Act, 1905.



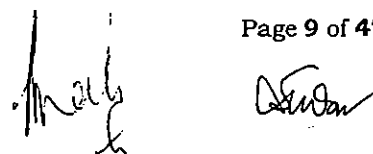


- (xxxxxi) "RDSO" means Research, Design, Standards Organization of Indian Railways with headquarter at Lucknow.
- (xxxixii) "Remedy Period" means the period for curing the default in relation to any 'Event of Default', unless otherwise specified shall be of thirty (30) days.
- (xxxixiii) "Safety Certificate" 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.
- (xxxixiv) "Special Deposit Work" means the works of the Project Railway to be executed by RVNL on behalf of BDRCL 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 BDRCL as specified in Article 10.2 of this Agreement.
- (xxxixv) "Western Railway" means the Zonal Railway under Ministry of Railways headquartered at Churchgate, Mumbai, Maharashtra.
- (xxxixvi) "Bimonthly" means a period of two months commencing from April of each financial year.

## 1.2 Interpretations

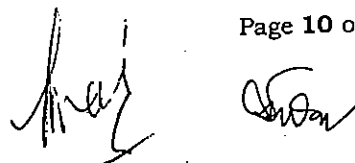
In this Agreement, unless the context otherwise requires:

- (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 incorporated.
- (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;
- (l) any reference at any time to any agreement, deed,

Two handwritten signatures are present at the bottom of the page. The signature on the left is written in dark ink and appears to be 'M. S. ...'. The signature on the right is written in a lighter ink and appears to be 'S. ...'.

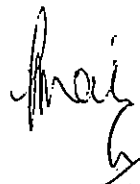
instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

- (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 and 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 BDRCL, shall be recorded by representative of RVNL as per extant procedure of RVNL, 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
- (ii) all other documents forming part of this Agreement

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

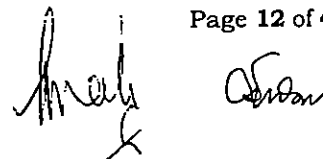
**1.3.4 In case of ambiguities or discrepancies within this Agreement the following shall apply:**

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

**2.0 SCOPE OF PROJECT**

2.1 The scope of the Project Railway shall include performance and execution of all design, drawings, engineering, procurement, construction and commissioning as per the detailed estimate for freight trains and passenger trains as per Para 8.1 of this agreement for the work of Gauge Conversion from narrow gauge to broad gauge of the railway line from Bharuch to Dahej.

2.2 The details of works and responsibilities of parties have been given in Article 3 & 4.



### 3.0 SCOPE OF WORK

#### 3.1 Scope of Design and Engineering

3.1.1. RVNL 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 and BIS.

#### 4.0 Procurement

4.1. RVNL shall carry out the procurement of all materials required for the Construction Works of the Project Railway.

4.2. All the materials to be used by RVNL in the Construction shall be as specified in the relevant specifications issued by RDSO and/or BIS Specification or as set out by RVNL, in accordance with the Delivery Schedule and location indicated by RVNL.


4.3. In the event there is any delay in the supply of the Free Materials by BDRCL, any corresponding and/or resulting delay in the Construction work undertaken by RVNL, all resultant cost shall be borne by BDRCL.

4.4. 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 transportation and other expenses will take place as brought out in Annexure 'F'.

#### 5.0 Acquisition of Land

The schedule of land acquisition is at Annexure E hereto.

5.1. Western Railway through the State Government shall acquire the land, where required, for gauge conversion/construction of the line from Bharuch to Dahej with due assistance from RVNL. The cost of acquisition of the land shall form part of the Contract



Value as detailed in Article 10.

5.2 BDRCL shall assist RVNL and Western Railway to expedite the land acquisition process and liaison with the relevant authorities on priority basis.

5.3 RVNL shall make full fledged and whole hearted efforts to ensure timely acquisition of land for the Project Railway. However, RVNL shall not be 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 the additional cost shall be paid by BDRCL.

#### 6.0 Emergency Works

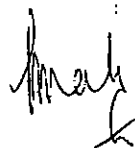
6.1 During the construction period, before handing over for operations and maintenance in case of any damage due to Accident, Flood, Earthquake etc., RVNL shall be free to take necessary action for restoration at the earliest possible time at the cost of BDRCL.

#### 7.0 Inspections and Certification by Statutory Authorities

7.1.1 During the construction, BDRCL shall be allowed to undertake periodic inspections through its own authorized representative to satisfy itself regarding the quality and progress. RVNL can also appoint an independent Engineer for day today inspection of quality. After the completion of all Construction Works, RVNL shall be responsible for obtaining necessary Safety Certificate issued by the Chief Engineer (Construction)/Western Railway 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 passenger trains on the Project Railway.

7.1.2 Necessary documentation for complying and obtaining Safety Certificates from the Chief Engineer (Construction)/ Western Railway and Commissioner of Railway Safety shall be prepared and submitted by the RVNL as per the extant 'Rules for opening of a Railway for passenger or Freight Traffic.

7.1.3 Whenever obligatory inspection by the, Chief Engineer (Construction)/Western Railway or Commissioner of Railway Safety or any other statutory authority is required, the same shall



be arranged and attended to by RVNL.

- 7.1.4 All the deficiencies pointed out by the BDRCL, Chief Engineer (Construction), Western Railway or Commissioner of Railway Safety during the inspection will be promptly attended to by RVNL, to the extent each party is responsible for the deficiency, to the entire satisfaction of the inspecting authorities. The cost incurred by RVNL 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 RVNL will furnish within six months after commissioning for passenger services the following documents to BDRCL as considered relevant and any such other document as may be required by BDRCL for monitoring the operation and maintenance of the Project Railway after the construction is completed.

Engineering plan of the alignment;

Longitudinal section of the alignment;

Yard plans and junction arrangement

Type plans, elevation and X-section for relay room, DG Set room, battery room, Gate lodge, etc.

List with details of curves and grades;

Bridge drawings including road over/under bridges;


Signaling plan and interlocking plan

Drawing for installation of long welded rails

Loop plans

Layouts

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 RVNL and BDRCL 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, RVNL shall draw the Project Completion Report which inter-alia shall also include the Completion Cost of Project and furnish the same to BDRCL.

7.2.4 The passenger services on the Project railway shall be commenced after obtaining sanction from the Commissioner of Railway Safety for Passenger Services, a copy of which shall be furnished to BDRCL.

### 7.3 Project Completion Schedule

7.3.1 RVNL shall endeavor to complete the entire scope of work under this agreement by the mutually agreed date.

7.3.2 The mutually agreed Commercial Operations Date or 'COD' of the Project shall be 1<sup>st</sup> December 2010. (i.e. 21 months from the date award of the contract). Every effort shall be made by RVNL to complete the project prior to this date.

7.3.3 In the eventuality of any delay being apprehended to the project completion RVNL shall advise BDRCL at the earliest opportunity, the reasons for such delay and likely date of completion.

### 7.4 Monitoring Work

7.4.1 RVNL shall prepare and submit a monthly progress and financial report to BDRCL 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 BDRCL and CPRB.

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





## 8. Performance and Guarantees

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

## 9.0 Works to be undertaken by BDRCL

9.1 Whenever requested BDRCL shall assist Western Railway and RVNL in acquiring land.

## 10.0 Contract Value

10.1 RVNL 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), before executing the same, RVNL shall take prior consent of BDRCL. 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 BDRCL to RVNL for executing the Project Railway.

10.2 Since BDRCL is a joint venture company with the RVNL as a partner; no departmental charges shall be levied by RVNL. However, D&G charges shall be payable to RVNL 6.43% for civil works, 10.18% for electrical works and 10.69% for S&T works of cost as per the Detailed Estimate /Revised Estimate/Completion Estimate, as prescribed by MOR for its own projects.

10.3 Any cost overruns on account of increase in the duties and taxes shall be to the account of BDRCL.

10.4 No item of work, which constitutes a "Material Modification", as defined in para 1110 Engineering Code, to the scope of work, as provided for in the "Detailed Estimate", shall be taken up by the RVNL without prior written consent of BDRCL.

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 Western Railway at their sole discretion; and if any credit is realized on account of such disposal, the same shall be credited to Western Railway 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 (Additional Member/Works) whose decision shall be final and binding on both parties.

### 11.0 Terms of Payment

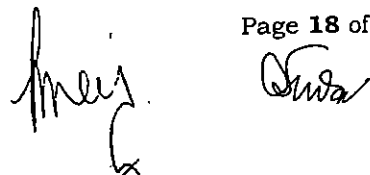
- 11.1 RVNL shall prepare and submit to BDRCL at least 15 days before the start of each bimonthly period a statement specifying the requirement of funds for the subsequent two months. The bimonthly statement shall be based on the construction activities to be undertaken by RVNL in those two months.

- 11.2 Based on the bimonthly statement as specified in clause 11.1 above, BDRCL will immediately deposit requisite funds with RVNL in the name of RVNL, by cheque and in any case before the beginning of the bimonthly period, RVNL shall not be liable for any delay in completion of the works and other consequential liabilities, due to failure of BDRCL to deposit the bimonthly amount before the beginning of the period.

- 11.3 BDRCL shall compare the bimonthly statement specifying the requirement of funds and monthly progress report submitted at the end of the month by RVNL, 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 RVNL, BDRCL shall notify RVNL.

- 11.4 In case BDRCL fails to deposit requisite amount or delays communicating decision to RVNL, leading to cost overrun then they shall be liable for payment of any additional costs incurred by RVNL due to such delays.

- 11.5 If expenditure is incurred by RVNL out of its own fund on the project executed on behalf of BDRCL on account of the failure of BDRCL to make timely payment to RVNL against bills submitted to it, then RVNL shall charge interest at the Average Prime Lending Rate (Reference: RBI website [www.rbi.org](http://www.rbi.org)) on the



amount so expended. The interest to be charged shall be fixed from the last date of the month in which expenditure has been incurred and charged upto the date of actual payment is received from BDRCL.

## 12.0 GENERAL OBLIGATIONS THROUGHOUT THE CONSTRUCTION PERIOD

### 12.1 General Obligations of RVNL

12.1.1 The RVNL 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 BDRCL, during the construction period, 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 RVNL obligations under this Agreement;
- f. not to place or create and nor permit any Contractor or other



person claiming through or under the RVNL 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 BDRCL 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 RVNL are to be assigned by RVNL to any other third party, then such assignments shall be carried out with the written prior approval of BDRCL and such approval shall not be unreasonably withheld by BDRCL.
- i. Observe and comply with its obligations set forth in this Agreement.

## 12.2 General Obligations of BDRCL

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

- a. enable access to the RVNL in the Project Area in accordance with this Agreement;
- b. permit peaceful use of the Project Area by RVNL under and in accordance with the provisions of this Agreement without any let or hindrance from BDRCL or persons claiming through or under it;
- c. assist and provide support to RVNL 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 bimonthly payment to RVNL in terms of Para 11.0



above.

- f. Pay to RVNL during the construction period cost of all insurance in accordance with the provisions of this Agreement and good industry practice in terms of para 12.1.10.
- g. reimburse to RVNL any tax/statutory levies arising out of construction of the project railway.
- h. Observe and comply with its obligations set forth in this Agreement.
- i. At all times, afford access to the Project Area to the authorised representatives of RVNL 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. RVNL 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.

BDRCL and RVNL 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 RVNL subject to the observances of all the normal rules and regulations of RVNL in force at that time. Cost incurred on this account shall form part of the Completion Cost of the Project.

### 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 RVNL or BDRCL 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

#### 13.2.1 BDRCL's Event of Default –

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

- i. Repudiation of this Agreement by BDRCL or the evidencing of an express intention by BDRCL not to be bound by the terms of this Agreement
- ii. Appointment of a provisional liquidator providing for winding up of BDRCL unless such appointment is set-aside.
- iii. Non -deposition of requisite amount to RVNL as per clause 11 of this agreement.
- iv. Non-performance of any act set forth in this agreement for a continuous period of 60 days.

#### 13.2.2 RVNL's Events of Default –

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

- i. Non-Performance of any acts set forth in this agreement for a continuous period of 60 days.



- ii. Repudiation of this Agreement by RVNL or the evidencing of an express intention by RVNL not to be bound by the terms of this Agreement.

### 13.2.3 Consequences of Default

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

### 13.2.4 Notice of Intent to Terminate cum Remedy Period

- i) 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.
- iii) 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

- i) In the case that an event of default has not been rectified within the remedy period and except where the parties have otherwise 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.

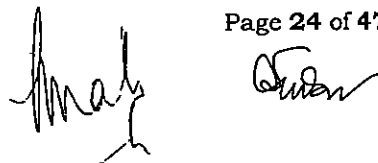
### 13.2.7 Compensation Payable by BDRCL to RVNL - BDRCL's Event of Default

In the event of BDRCL's Event of Default, BDRCL shall pay to RVNL all reimbursements of advances and all financial & contracted liabilities & obligations made by RVNL to contractors & sub-contractors. BDRCL shall also discharge on behalf of RVNL all other liabilities both direct as well as consequential, which have been incurred by RVNL towards fulfilling its obligations under the terms of this Agreement.

### 13.2.8 - RVNL's Event of Default

In the event of RVNL's Event of Default, BDRCL 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 RVNL shall be made for the entire cost of work actually executed and the liabilities already incurred by RVNL.

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





complete the construction works of the Project Railway.

#### 14.0 Indemnity

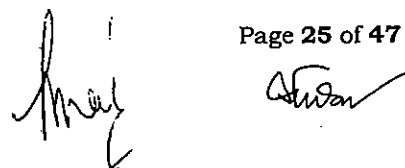
14.1 (i) BDRCL will indemnify, defend and hold RVNL harmless against any and all proceedings, actions and third party claims (other than a claim by RVNL for loss, damage and expenses of whatever kind and nature arising out of the design, engineering and construction of the project or arising out of a breach by BDRCL of any of its obligations under this agreement except to the extent any such claim has arisen due to RVNL event of Default).

(ii) RVNL will indemnify, defend and hold BDRCL 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 RVNL in the land comprised in the project Area adversely affecting the performance of BDRCL's obligations under this agreement and / or arising out of acts done in discharge of their lawful functions by RVNL, its officers, servants, agents, subsidiaries and contractors including RVNL 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 BDRCL.

#### 15. FORCE MAJEURE

15.1 "Force Majeure" shall mean any event or circumstance or combination of events or circumstances that materially and adversely affects the 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:

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:



- (i) 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 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.

15.2.3 Any 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.

### 15.3 Excuse from performance of obligations

15.3.1 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;
- (b) 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.

15.4 In the event the Force Majeure continue beyond 60 days, the affected party or parties shall mutually agree upon in writing an alternative arrangement.

**15.5 No Liability for other losses, damages, etc.**

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.

**15.6 Termination Notice**

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.

**16. SETTLEMENT OF DISPUTES THROUGH GOOD FAITH NEGOTIATIONS AND CONCILIATION**

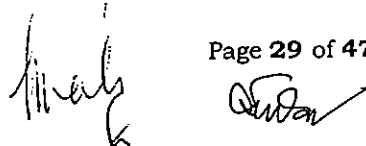
**16.1 Good Faith Negotiation**

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.

16.2 For the purpose of conducting Good faith negotiations, each Party shall, within one month of the Appointed Date, designate in writing to the other 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:

- I. The Dispute shall not be referred to Arbitration under Article 17, unless and until the provisions of this Article have been complied with.
- II. The Representative of the Party which considers that a Dispute has arisen shall give to the Representative of the other Party, a written notice setting out the material particulars of the Dispute (a "Dispute Notice").
- III. Within thirty days, or such longer period as may be mutually agreed (the "Negotiation Date"), of the Dispute Notice having been 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 Vadodara/Delhi.

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.

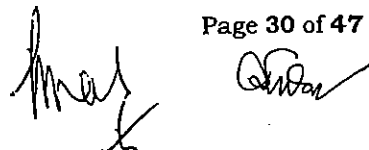
17.4 The language of the arbitration shall be English.

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 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 the State of Gujarat

#### 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 BDRCL at:

Bharuch Dahej Railway Company Limited

1<sup>st</sup> Floor, August Kranti Bhawan, Bhikaji Cama Place,

New Delhi - 110066.

Attn: Managing Director

- (ii) If to RVNL at:
- Rail Vikas Nigam Limited,  
August Kranti Bhawan (First Floor),  
Bhikaji Cama Place,  
New Delhi – 110066.
- Attn: Managing Director**

## 20.2 Delivery

Any notice, document or communication:

- (i) 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

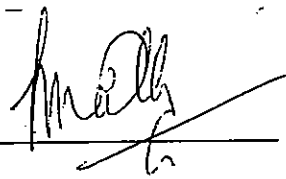

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English or Hindi language.

## 22 COUNTERPARTS

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

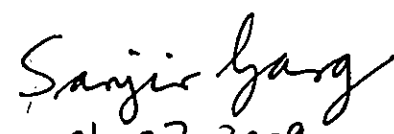
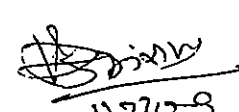


IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.



<p>SIGNED, AND DELIVERED</p> <p>For and on behalf of</p> <p><b>Bharuch Dahej Railway Company Limited</b></p> <p>BY</p> <p> (Signature)</p> <p>V. N. MATHUR (Name)</p> <p>Managing Director,</p> <p><b>Bharuch Dahej Railway Company Limited, New Delhi</b></p>	<p>SIGNED, AND DELIVERED</p> <p>For and on behalf of the</p> <p><b>Rail Vikas Nigam Limited</b></p> <p>BY</p> <p> (Signature)</p> <p>D. C. MITRA (Name)</p> <p>Managing Director,</p> <p><b>Rail Vikas Nigam Limited,</b></p>
--	--

In the presence of:

of:

1.   
01-07-2009
2.   
11/7/09  
(N.K. Dixit)

In the presence

1.   
(R.N. KALITA) 1.7.2009
2.   
11/7/09  
(MOHIT SINHA)



ANNEXURE A

**Details of Works Completed on the Bharuch Dahej  
Gauge Conversion Project**

*No Work has been completed on the Project up to the time of signing of this Agreement*



**ANNEXURE B**

**Details of Works in Progress on the Bharuch Dahej  
Gauge Conversion Project**

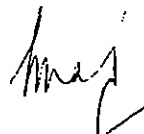
*No Work is in progress the Project at the time of signing of this Agreement*



## ANNEXURE C

## Standard of Construction

TRACK	ON MAIN LINE 60 KG LWR NEW RAILS ON PSC SLEEPERS WITH DENSITY - 1660 SLEEPERS PER KM & 300 MM BALLAST CUSHION. ON LOOP LINE 52 NEW RAILS ON PSC SLEEPERS WITH SLEEPER DENSITY 1540 PER KM & 250MM BALLAST CUSHION
BRIDGES	FIT FOR 25 TONNE AXLE LOADING
SIGNALLING	STANDARD III INTERLOCKING WITH MULTIPLE ASPECT COLOUR LIGHT SIGNALLING
CSR	720 METRE (MINIMUM)
RULING GRADIENT	1 in 200
CURVES	3 degree and in exceptional case 7.33 degree
OVER HEAD EQPT.	RAILWAY ELECTRIFICATION OF MAIN LINE LOOPS & SIDINGS - 25 KV AC

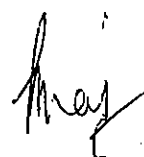



## ANNEXURE D

Requirement of P. Way, S&T and Electrical Equipment for  
the

## Bharuch Dahej Gauge Conversion Project

S.NO	DESCRIPTION	DRG.NO	UNIT	QUANTITY
	<b>Civil Engineering</b>			
1	Ballast		Cum	2,00,000
	<b>Sleepers</b>			
2	PRC-60KG	T-2496	Nos.	136100
3	For SEJ	T-4149	Nos.	75
4	For LC	T-4148-A	Nos.	1088
5	For guard rail	T-4088	Nos.	170
6	1.12 PSC T/O Sleepers	T-4218/4320	Nos.	26
7	1.8 1/2 PSC T/O Sleepers	T-4865	Nos.	46
8	For derailing switches	T-4836	Nos.	12
	<b>SWITCHES</b>			
9	1:8 1/2 kg	4965	Sets	46
10	Derailing switches	6068	Sets	12
	<b>CMS CROSSING</b>			
11	1:2 60kg	T-4220	Nos.	26
12	1:8 1/2 60 kg	T-4867	Nos.	46
	<b>ERC</b>			
13	Mark-III	T-3701	Nos.	554228
14	J type	T-4258	Nos.	16000
	<b>G.F.N. LINERS</b>			
15	G.F.N. Liner t/cirts & P&C	T-3707	Nos.	25000



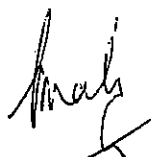

16	G.F.N. Liner t/cirts & P&C	T-3708	Nos.	25000
17	GRSP	T-3711	Nos.	2,80,000
	<b>METAL LINER</b>			
18	M.S. Liner	T-3740	Nos.	375000
	<b>FLASH PLATE</b>			
19	For 52 kg Rail	T-090 (M)	Nos.	250
20	For 60 kg Rail	T-1898	Nos.	750
	<b>FLASH BOLT &amp; NUT</b>			
21	J. N. FISH PLATE 60kg/52kg		Sets	125
22	FISH BOLT 60kg	T-11501	Nos.	9000
23	Joggle Fish Plates 60 kg	T-4016	Nos.	350
24	Joggle Fish Plates 52 kg	T-620	Nos.	350
	<b>PLATE SCREW</b>			
25	Plate Screws		Nos.	4000

*Handwritten signature*

*Handwritten signature*

## ANNEXURE D (continued)

S.No.	DESCRIPTION OF WORK	Unit	Quantity
1	Conventional OHE on Main Line	TKM	63.00
2	Conventional OHE in Yards	TKM	20
3	Additional Interruptor in Switching Station	No.	0
4	Additional isolator at take off Point in yard	No.	8.00
5	Neutral Section Assembly PTFE Type	No.	2.00
6	Auxilliary Transformers for Colour Light Signalling	No.	15.00
7	Feeding Posts	No.	1.00
8	Sectioning & Paralleling Post (SP)	No.	1.00
9	Augmentation of existing SCADA system	No.	1.00
10	New 220/25 KV TSS	No.	1.00
11	Addl. 216 MVA 220/27 KV Transformer and associated Eqpt.	No.	0.00
12	220 Kv 3 Phase dbl. circuit Transmission Line to TSS	Km	10.00
13	Sub-sectioning and Paralleling Post	No.	3.00
14	Machinery & Plant	LS	1.00
15	Tools & Plant for OHE Depot	No.	1.00
16	Maintenance Spares	No.	1.00
17	Provision of return Conductor	Km	1.00
18	Eqpt./machinery including electrification for Trip Shed	Job	0.00
19	Electric Trip Shed, Office bldg, pit etc for Trip Shed	Job	0.00
20	Electrical Safety: earthing, Height Gauges, protective gear.	Job	1.00
21	Provision of Communication Facilities	Job	1.00
22	Provision of Tower Wagon Shed	No.	1.00
23	Provision of Shunt Capacitor for TSS	No.	1.00



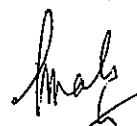

## ANNEXURE E

## Details of Land Acquisition

## POSITION OF LAND ACQUISITION ON BHARUCH - DAHEJ GAUGE CONVERSION PROJECT

S.NO	STATION	VILLAGE	DISTRICT	AREA TO BE ACQUIRED IN HECTARES			PRESENT STATUS
				PRIVATE	GOVT	TOTAL	
1	Samni	Samni	Bharuch	1.00	0.18	1.18	Application filed with Collector Bharuch on 4.2.09
2	Bharuch	Bharuch	Bharuch	-	-	-	Plan under preparation
3	Chavaj	Chavaj	Bharuch	-	-	-	Plan under preparation
4	Dahej	Dahej	Bharuch	0.00	2.80	2.80	To be procured from GIDC by W.Rly.

Total land to be acquired is estimated to be 6.8 Hectares






## ANNEXUE - F

**Cost as per Revised Estimate of the Bharuch Dahej  
Gauge Conversion Project**

	DESCRIPTION	TOTAL
1	<b>GROSS COST</b>	
	Civil Engineering	1762249358.00
	Signal & Telecommunication	<u>303107349.00</u>
	Electrical	557574000.00
	<b>GROSS COST OF PROJECT</b>	2622930707.00
2	<b>CRRM</b>	
	Civil Engineering	30434330.00
	Signal & Telecommunication	2489032.00
	Electrical	0.00
	<b>CRRM OF PROJECT</b>	32923362.00
3	<b>NET COST</b>	
	Civil Engineering	1731815028.00
	Signal & Telecommunication	<u>300618317.00</u>
	Electrical	557574000.00
	<b>NET COST OF PROJECT</b>	2590007345.00




REVISED ESTIMATE OF COST FOR CIVIL ENGINEERING			
Sr. No	DESCRIPTION		AMOUNT
1	Preliminary Expenses		1961481.00
2	Land		5807023.00
3	Formation		254779550.00
4	Permanent Way		998328941.00
5	Bridges		150985395.00
6	Station & Buildings		208833310.00
7	Equipment, Plant & Machinery		11187200.00
8	Dismantling Charges		8047359.00
9	<b>TOTAL</b>		<b>1639930259.00</b>
10	Add 1% Contingency on Cost excluding 1&2 above		16321618.00
11	Add 2% for PMC on cost excluding 1&2 above		32969667.00
12	Add 4.43% General charges for Gauge Conversion		73027813.00
13	<b>Gross Cost Civil Engineering</b>		<b>1762249357.00</b>
14	CRRM Civil Engineering		-30434330.00
15	<b>NET COST CIVIL ENGINEERING</b>		<b>1731815027.00</b>

## ANNEXUE – F (Continued)

REVISED ESTIMATE OF COST FOR ELECTRICAL ENGINEERING (INCLUDING R.E. & GENERAL POWER)				
S.No.	DESCRIPTION OF WORK	Unit	Quantity	Amount
1	Conventional OHE on Main Line	TK M	63.00	162414000.00
2	Conventional OHE in Yards	TK M	20	58600000.00
3	Additional Interruptor in Switching Station	No.	0	0.00
4	Additional isolator at take off Point in yard	No.	8.00	1256000.00
5	Neutral Section Assembly PTFE Type	No.	2.00	512000.00
6	Auxilliary Transformers for Colour Light Signalling	No.	15.00	714000.00
7	Feeding Posts	No.	1.00	3675000.00
8	Sectioning & Paralleling Post (SP)	No.	1.00	5709000.00
9	Augmentation of existing SCADA system	No.	1.00	10176000.00
10	New 220/25 KV TSS	No.	1.00	64670000.00
11	Addl. 216 MVA 220/27 KV Transformer and associated Eqpt.	No.	0.00	0.00
12	220 Kv 3 Phase dbl. circuit Transmission Line to TSS	Km	10.00	50000000.00
13	Sub-sectioning and Paralleling Post	No.	3.00	11985000.00
14	Machinery & Plant	LS	1.00	30900000.00

15	Tools & Plant for OHE Depot	No.	1.00	695000.00
16	Maintenance Spares	No.	1.00	4361000.00
17	Provision of return Conductor	Km	1.00	570000.00
18	Eqpt./machinery including electrification for Trip Shed	Job	0.00	0.00
19	Electric Trip Shed, Office bldg, pit etc for Trip Shed	Job	0.00	0.00
20	Electrical Safety: earthing, Height Gauges, protective gear.	Job	1.00	1000000.00
21	Provision of Communication Facilities	Job	1.00	800000.00
22	Provision of Tower Wagon Shed	No.	1.00	1500000.00
23	Provision of Shunt Capacitor for TSS	No.	1.00	3698000.00
	<b>SUB TOTAL RAILWAY ELECTRIFICATION</b>			<b>419661000.00</b>
	<b>D&amp;G Charges @ 13.56% ON RE</b>			<b>56906031.60</b>
24	Payment to State Electricity Bd. for New Service Connection		1.00	2000000.00
25	Misc. Engineering Works			16380000.00
26	Cost of General Electrical Power Portion	LS		38990000.00
	<b>TOTAL (25 + 26)</b>			<b>55370000.00</b>
	<b>D&amp;G Charges @10.18 on (Misc. Engg. Wks. + Gen. El. Power)</b>			<b>5636666.00</b>
	<b>GRAND TOTAL</b>			<b>557573697.60</b>




## ANNEXUE - F (continued)

REVISED COST ESTIMATE FOR SIGNAL & TELECOMMUNICATION		
S.NO.	DESCRIPTION OF WORK	AMOUNT
1	Centralised Operation of Points & Signals for 5 Stations i.e. Bharuch C; Tham; Dayadara; Vagra & Pathajan as two line stations.	93474269.00
2	Centralised Operation of Points & Signals at Samni Station with Junction Arrangements	42015087.00
3	Centralised Operation of Points and Signals at Dahej with Terminal Facilities	19511795.00
4	Addition and alteration in existing cabins at Bharuch with Junction arrangements.	28742885.00
5	Interlocking of 6 Nos of 'B' Class Level Crossing Gates	31691274.00
6	Telecommunication Arrangements - 6 Quad Cable	31473868.00
7	Telecommunication Arrangements - 6 OFC for RE Area	28581164.00
	<b>TOTAL</b>	<b><u>275490342.00</u></b>




STATEMENT SHOWING THE COMPARISON OF ESTIMATED COST AFTER FINALIZATION OF SCOPE IN CONNECTION WITH THE WORK OF BHARUCH – SAMNI – DAHEJ GAUGE CONVERSION						
SIGNALLING & TELECOMMUNICATION – SUMMARY OF COSTS (AUGUST 2008)						
Item No.	DESCRIPTION	AS PER SANC. DETAILED ESTIMATE	REVISED UPDATE D COST (Mar 2008)	ESTIMATE WITH REVISED SCOPE (Aug 08)	REMARKS	VARIATION IN %
Sl.No.	STATION/SECTION /LCs	Total	Total	Total		
1	Centralized Operation of Points & Signals for 5 Stations i.e. Bharuch C; Tham; Dayadara; Vagra & Pathajan as two line stations.	73374040	93474269	145703207	1 station – Chavej added as junction station	55.88
2	Centralized Operation of Points & Signals at Samni Station with Junction Arrangements	34374429	42015087	58129144	Minor variation	-5.52
3	Centralized Operation of Points and Signals at Dahej with Terminal Facilities	14674808	19511795			
4	Addition and alteration in existing cabins at Bharuch with Junction arrangements	22215447	28742885	10518992	Scope of work at Bharuch reduced due to junction arrangement shifted to Chavej	-63.40
5	Interlocking of 6 Nos of 'B' Class Level Crossing Gates	26201892	31691274	29072653	Minor variation	-8.26
6	Telecommunication Arrangements - 6 Quad Cable	25857843	31473868	57194321	Minor variation	-4.76
7	Telecommunication Arrangements - 6 OFC for RE Area	31804330	28581164			
	Total	228502790	275490341	300618317		9.12

*[Handwritten signatures]*