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(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking under Works Department)

(ENGINEERING PROCUREMENT AND CONSTRUCTION)

AGREEMENT FOR THE WORK

CONSTRUCTION OF PROPOSED FLYOVER NEAR JODA TOWN, INCLUDING IMPROVEMENT OF ROAD STRETCH OF JODA-BAMBERI SECTION BETWEEN Km. 0.000 TO 4.875 Km. IN THE DISTRICT OF KEONJHAR

WITH

RANJIT-CHEVROX (JV)

CONTRACT VALUE: Rs. 144,11,00,000.00

CONTRACT PERIOD: 30 MONTHS

AGGREMENT No.04/EPC/2020-21

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
BHUBANESWAR.

INDEX

Construction of proposed Flyover near Joda Town, including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar.

Sl No	Description		Page No
1.	Agreement executed in Non-Judicial Stamp Paper	-	1
2.	NIT with all corrigendum (1st to 7th)	-	3
3.	Request for Proposal	-	17
4.	EPC contract Document	-	86
5.	Schedules	-	224
6.	Drawings	-	314
7.	Copy of BoQ submitted by bidder.	-	375
8.	Duplicate of LoA duly accepted by the bidder.	-	378
9.	legal opinion from the legal counsel of the selected bidder with respect to the authority of the selected bidder to enter into this Agreement	-	381
10.	Authorisation to execute Agreement by Bidder.	-	387
11.	Identity of Attorney holder executing the contract.	-	389
12.	Authorisation to execute Agreement by Employer.	-	390

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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

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L 252288

ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into on this 28th day of January, 2021

BETWEEN

The Managing Director, Odisha Bridge & Construction Corporation Limited, Setu Bhavan, Bhubaneswar, Odisha, the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns of One Part;

AND

Ranjit-Chevrox (JV) means the selected bidder having its registered office at 134- C, Old Market Yard, Unjha, Thaltej-Shilaj Road, Ahmedabad 380 059 (hereinafter referred to as the "**Contractor**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

WHEREAS:

(A) [The Government of Odisha] had entrusted to the Authority [the development, maintenance and management of "**Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of joda-bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the state of Odisha"** with three lane 11.00 m wide carriage way width without footpath with Crash Barrier having approximate bridge proper length of 2775.00 m and on both side approach road. In case of both side approaches, for Joda side - 91.060 m approach road, Bamberi side – 113.940 m approach road. In addition to above, provision for three Hume Pipe Culverts with one row of 1200 mm Dia. at km 1.730, km 1.933, km 2.667 and one box culvert of size 2x2 m at km 3.690, two nos of minor bridge of span 2x18 m and service road and road side drains of length 5.960 km (detail specification as per RFP) on Engineering, Procurement, Construction ("**EPC**") basis

(B) The Authority had resolved for "**Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the state of Odisha"** with three lane 11.00 m wide carriage way width without footpath with Crash Barrier having approximate bridge proper length of 2775.00 m and on both side approach road. In case of both side approaches, for Joda side - 91.060 m approach road, Bamberi side – 113.940 m approach road. In addition to above, provision for three Hume Pipe Culverts with one row of 1200 mm Dia. at km 1.730, km 1.933, km 2.667 and one box culvert of size 2x2 m at km 3.690, two nos of minor bridge of span 2x18 m and service road and road side drains of length 5.960 km. (detail specification as per RFP) on Engineering, Procurement, Construction ("EPC") basis in accordance with the terms and conditions to be set forth in an Agreement to be entered into.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(C) The Authority had accordingly invited proposals by its RFP Identification No. 06/P&D/OBCC/2020-21 (the "Request for Proposal" or "RFP") for Evaluation of bidders for EPC Contract of the above referred Project.

(D) The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "Request for Proposals" or "RFP") from the bidders meeting the eligibility and qualifying criteria of RFP document for undertaking the Project.

(E) After evaluation of the bids received, the Authority had accepted the bid of the selected bidder and issued its Letter of Acceptance No. PCF-897/19-20-6800 dated 16-11-2020 (hereinafter called the "LOA") to the selected bidder for the construction of the referred flyover at Joda town in the district of Keonjhar at the contract price specified hereinafter, requiring the selected bidder to inter alia:

i. deliver to the Authority a legal opinion from the legal counsel of the selected bidder with respect to the authority of the selected bidder to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA; and

ii. execute this Agreement within days of the date of issue of LOA.

(F) The Contractor has fulfilled the requirements specified in Recital (E) above;

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Authority hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree as follows:

(IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of MANAGING DIRECTOR, O.B.&C.C. Ltd, ODISHA By (Signature) 28.07.2021 Name : Er. Prema Ch. Mahapatra Designation:	SIGNED, SEALED AND DELIVERED For and on behalf of: RANJIT-CHEVROX (JV) By (Signature) Name: Mr. Vipul Vadibhai Bavis Designation : Authorized Signatory

In the presence of: 1. Jamini Kanta Kar

2. Sunil V Abhyankar

COUNTERSIGNED and accepted by:

Name and particulars of other members of the Consortium
(Mr. Nit. Viramgama)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar.

REQUEST FOR PROPOSAL

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

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(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking)

File No.PCF-897 /Ref. No. 3354 Date – 02.06.2020

NOTICE INVITING TENDER

Bid Identification No.: 06/P&D/OBCC/2020-21 **Dated: 02.06.2020**

1. Name of the Work: "Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha" on EPC Contract basis
2. Period Completion: Thirty months.
3. Date and time of availability of bid document in the portal: 5.00 P.M. of 05.06.2020.
4. Last date/time for receipt of bid in web portal: 04.07.2020 till 5.00 PM.
5. Further details can be seen from the e-Procurement portal "https://www.tendersodisha.gov.in"

2/6/20

Managing Director
Odisha Bridge & Construction Corporation Limited

Memo No. 3355/we /W.E. **Dt. 02.06.2020**

Copy forwarded to the Deputy Director (Advertisement) & Deputy Secretary to Govt., I. & P.R. Dept., Odisha, Bhubaneswar with a request to get the Invitation for Bids (IFB) published in two nos. of leading Odia Daily (The Samaj & The ~~Pramaya~~ Sambad) and two nos. of National English Daily (The Times of India & The ~~Indian Express~~ Telegraph, **All India Edition**) Newspapers at an early date for wide circulation of the tender call notice. **The size of Advertisement in Newspaper should be within 10 cmx8 cm.**

Complimentary copy of the News papers containing the tender call notice may be sent to this office for reference and payment.

2/6/20

Encl.:-As above. **GENERAL MANAGER (CIVIL)**
Memo No . 3356 **Dt. 02.06.2020**

Copy submitted to the Commissioner-cum-Secretary to Government, Works Department, Odisha, Bhubaneshwar for favour of kind information and necessary action.

2/6/20

GENERAL MANAGER(CIVIL)

Memo No . 3357 (3) **Dt. 02.06.2020**

Copy submitted to the Chief Engineer (DPI & Roads), Odisha, Bhubaneswar/ Chief Engineer (World Bank Projects), Odisha, Bhubaneswar/ Chief Engineer (NH), Odisha, Bhubaneswar for kind information with a request to display the notice on the respective Notice Board for wide publicity.

RANJIT IRON & STEEL CO. (P) LTD.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

GENERAL MANAGER(CIVIL)

Memo No. 3358 Dt. 02.06.2020

Copy submitted to the Collector-Cum- Chairman, DMF, Keonjhar for information with a request to display the notice on the Notice Board for wide publicity.

GENERAL MANAGER(CIVIL)

Memo No. 3359 (2) Dt. 02.06.2020

Copy forwarded to the Superintending Engineer, Keonjhar (R&B) Circle, Keonjhar/ Executive Engineer, Keonjhar (R&B) Division, Keonjhar for information with a request to display the notice on the respective Notice Board for wide publicity.

GENERAL MANAGER(CIVIL)

RANJIT-CHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

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(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)

No: 3545
File: PCF- 897/19-20

Date: 11.06.2020

CORRIGENDUM NO. 1

Bid identification No. 06/P&D/OBCC/2020-21.

Tender ID No. 2020_OBCC_61445_1

Name of the Work: Construction of proposed Flyover near Joda Town, including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar.

Sl No.	Reference	Additional Documents Uploaded
1	Feasibility Report	Feasibility Report in two volumes.
2	Draft Agreement	Drawings in Annex III to Schedule A in the draft agreement.

All other terms and conditions remain unchanged

MANAGING DIRECTOR
OB&CC Limited.

RANJIT-CHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

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(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking)

No: 3695 Date: 18.06.2020

File: PCF- 897/19-20

CORRIGENDUM NO. 2

Bid identification No. 06/P&D/OBCC/2020-21,

Tender ID No. 2020_OBCC_61445_1

Name of the Work: Construction of proposed Flyover near Joda Town, including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar.

Sl No.	Reference	As per Original RFP	As Modified
1	RFP Page – 14	2.2.2.2 **Technical Capacity** …. (ii) Provided that at least one similar work of 50% of Estimated Project Cost **[Rs.80.00 Crore (Rupees Eighty Crores)]** shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 50% of the estimated project cost.	2.2.2.2 **Technical Capacity** …. (ii) Provided that at least one single bridge structure of 50% of Estimated Project Cost **[Rs.80.00 Crore (Rupees Eighty Crores)]** shall have been completed from the Eligible Projects specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 50% of the estimated project cost.
2	RFP Page - 3	**NOTICE INVITING TENDER (NIT)** …… 2.The Request for Proposal document (the "RFP" document) will be available in the website https://tendersodisha.gov.in **from 17.00 Hours of 05.06.2020 to 17.00 Hours of 04.07.2020** for online bidding. 4.The application shall be received only on "online" on or before **17.00 Hours of 04.07.2020.** 6.Applications received online shall be opened at **15.30 Hours on 06.07.2020** in the office of the Managing Director, O.B. & C.C. Ltd, Setu Bhavan, Bhubaneswar,	**NOTICE INVITING TENDER (NIT)** …… 2.The Request for Proposal document (the "RFP" document) will be available in the website https://tendersodisha.gov.in **from 17.00 Hours of 05.06.2020 to 17.00 Hours of 20.07.2020** for online bidding. 4.The application shall be received only on "online" on or before **17.00 Hours of 20.07.2020.** 6.Applications received online shall be opened at **11.30 Hours on 23.07.2020** in the office of the Managing Director, O.B. & C.C. Ltd, Setu Bhavan, Bhubaneswar, Odisha. If the office happens to be closed

RANJIT CHAUDHARY

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

<table>
<tr><th>Sl No.</th><th>Reference</th><th>As per Original RFP</th><th>As Modified</th></tr>
<tr><td></td><td></td><td>Odisha. If the office happens to be closed on the date of opening as specified, then the same will be opened on the next working day.</td><td>on the date of opening as specified, then the same will be opened on the next working day.</td></tr>
<tr><td>3</td><td>RFP
Page - 8</td><td>1.3 The bidding Schedule is as under,
.....
<table><tr><th>Sl. No.</th><th>Event Description</th><th>Date</th></tr><tr><td>6</td><td>Last date of sale of BID Document</td><td>Up to 17.00 Hours of 04.07.2020</td></tr><tr><td>7.</td><td>BID Due Date</td><td>Up to 17.00 Hours of 04.07.2020</td></tr><tr><td>8.</td><td>Physical Submission of Bid Security, Tender paper cost and POA etc.</td><td>Up to 15.00 hours of 06.07.2020</td></tr><tr><td>9.</td><td>Opening of Technical BIDs</td><td>06.07.2020 at 15.30 hours At Setu Bhawan, OB & CC Ltd. Bhubaneswar</td></tr></table></td><td>1.3 The bidding Schedule is as under,
.....
<table><tr><th>Sl. No.</th><th>Event Description</th><th>Date</th></tr><tr><td>6</td><td>Last date of sale of BID Document</td><td>Up to 17.00 Hours of 20.07.2020</td></tr><tr><td>7.</td><td>BID Due Date</td><td>Up to 17.00 Hours of 20.07.2020</td></tr><tr><td>8.</td><td>Physical Submission of Bid Security, Tender paper cost and POA etc.</td><td>Up to 11.00 hours of 23.07.2020</td></tr><tr><td>9.</td><td>Opening of Technical BIDs</td><td>23.07.2020 at 11.30 hours At Setu Bhawan, OB & CC Ltd. Bhubaneswar</td></tr></table></td></tr>
<tr><td>4</td><td>RFP – page 22</td><td>2.12 BID Due Date
Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal [https://tendersodisha.gov.in] on or before 17.00 hrs IST on 04.07.2020. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 15.00 hours IST on 06.07.2020 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.</td><td>2.12 BID Due Date
Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal [https://tendersodisha.gov.in] on or before 17.00 hrs IST on 20.07.2020. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 11.00 hours IST on 23.07.2020 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.</td></tr>
<tr><td>5</td><td>RFP – page 23</td><td>2.14.1.4
The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal of Government [https://tendersodisha.gov.in] from 05.06.2020 to 04.07.2020 (upto17.00 Hrs. IST).</td><td>2.14.1.4
The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal of Government [https://tendersodisha.gov.in] from 05.06.2020 to 20.07.2020 (upto17.00 Hrs. IST).</td></tr>
</table>

RANJIT-CHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Sl No.	Reference	As per Original RFP	As Modified
		2.14.2.3 Bid must be submitted online only through e-procurement portal of State Government [https://tendersodisha.gov.in] using the digital signature of authorized representative of the Bidder on or before **04.07.2020 (up to 17.00 hours IST).**	2.14.2.3 Bid must be submitted online only through e-procurement portal of State Government [https://tendersodisha.gov.in] using the digital signature of authorized representative of the Bidder on or before **20.07.2020 (up to 17.00 hours IST).**
6	RFP – page 24	2.15.2 The Managing Director, O.B.&C.C. Ltd, Odisha shall on-line open Technical BIDs on **06.07.2020 at 15.30 hours** IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The Managing Director, O.B.&C.C. Ltd, Odisha will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.	2.15.2 The Managing Director, O.B.&C.C. Ltd, Odisha shall on-line open Technical BIDs on **23.07.2020 at 11.30 hours** IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The Managing Director, O.B.&C.C. Ltd, Odisha will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

2. **Response to the Queries raised by the potential bidders are enclosed at Annexure - 1.**

3. **All other terms and conditions remain unchanged**

18/6/2020

MANAGING DIRECTOR

RAMJIT-CHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

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(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking)

No: 4066
File: PCF-897/19-20

Date: **02-07-2020**

CORRIGENDUM NO. 3

Bid identification No. 06/P&D/OBCC/2020-21 **Tender ID No. 2020_OBCC_61445_1**

Name of the Work: Construction of proposed Flyover near Joda Town, including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar.

Sl No	Reference	As per original Document	As modified
1	Section 1 of **RFP Document,** Introduction, Clause No: 1.1.1, Brief particulars of the Project, Page No: 5	Indicative Total project Cost Rs. 159.12 Crores, Say Rs 160.00 Crores	Indicative Total project Cost Rs. 159.12 Crores, Say Rs 160.00 Crores **(Excluding GST)**
2	Section 2 of **RFP Document,** Introduction to Bidders, Clause No: 2.11.2 (e) Page No: 21	The Bidder shall submit the following documents physically: Cost of tender document for **Rs.1,50,000.00 (Rupees One Lakh fity thousand) + 12% G S T** only in the form of Demand Draft in favour of **Managing Director, OB&CC Ltd, Setu Bhavan, Nayapalli, Bhubaneswar.**	The Bidder shall submit the following documents either (a) Physically: Cost of tender document for **Rs.1,50,000.00 (Rupees One Lakh fity thousand) + 12% G S T** only in the form of Demand Draft in favour of **Managing Director, OB&CC Ltd, Setu Bhavan, Nayapalli, Bhubaneswar.** **Or** (b) Online Payment: Cost of tender document for **Rs.1,50,000.00 (Rupees One Lakh fifty thousand) + 12% G S T** only in the form of Online Bank Transfer (RTGS/NEFT/Net Banking)

RANJIT-CHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ସେତୁ ଭବନ, ନୟାପଲ୍ଲୀ, ଭୁବନେଶ୍ୱର – ୭୫୧୦୧୨, ଦୂରଭାଷ – ୦୬୭୪ – ୨୩୦୦୪୩
Setu Bhavan, Nayapalli, Bhubaneshwar – 751012, Tel: 0674-2390043, Website: mdobcc.in, Email: obcc.orwd@gov.in; mdobcc@gmail.com

Sl. No	Reference	As per original Document	As modified
			<u>Details of the Employer's Bank Account</u> Name of Beneficiary: **ORISSA BRIDGE AND CONSTRUCTION CORPORATION LIMITED** Account No: **127511100001024** Bank : **Andhra Bank** Branch : **CESCO POWER HOUSE BRANCH**, POWER HOUSE SQUARE, Bhubaneswar - 751012 IFS Code: **ANDB0001275** MICR: **751011009** The supporting information of remittance to the above shall be submitted online along with the tender documents.
3	Article- 19 of **EPC Draft Agreement,** Payments (Contract Price), Clause No: 19.1.2 Page No: 68	The Contract Price includes all duties, taxes, royalty, and fees that may be levied in accordance with the laws and regulations in force as on the Base Date ..... of this Agreement.	The Contract Price includes all duties, taxes **(Excluding GST)**, royalty, and fees that may be levied in accordance with the laws and regulations in force as on the Base Date ..... this Agreement.
4	BoQ, Column 5	Estimated Rate	Indicative Project Cost **(Excluding GST)**
	BoQ, Column 6	Basic rate in figures to be entered by bidders	Basic rate **(Excluding GST)** figures to be entered by bidders
	BoQ, Column 7	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT **(Excluding GST)**
	BoQ, Column 8	TOTAL AMOUNT In Words	TOTAL AMOUNT **(Excluding GST)** In Words

5. Considering the COVID-19 Pandemic situation, Bidders may submit the original documents sought as per Clause No: 2.11.2 (a), (b) and (c) of Section 2 of **RFP Document,** prior to opening of their Financial Offers, failing which their bids shall be treated as non-responsive. However, copies of these documents must be submitted online in the e-Procurement portal.

6. **All other terms and conditions remain unchanged**

RANJIT-CHEVROX (JV)

27/7/2020

MANAGING DIRECTOR
OB&CC Limited

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

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(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking)

No: 4166
File: PCF- 897/19-20

Date: 06-07-2020

CORRIGENDUM NO. 4

Bid identification No. 06/P&D/OBCC/2020-21 **Tender ID No. 2020_OBCC_61445_1**

Name of the Work: Construction of proposed Flyover near Joda Town, including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar.

Sl No	Reference	As per original Document			As modified		
1	Schedule-H of **EPC Draft Agreement,** Payments (Contract Price Weightages), Clause No:1.2 Page No: 190	Project Phase-XV	100% of CD works and two minor bridges along the service road	1.5 %	Project Phase-XV	100% of CD works and two minor bridges along the service road	**2.0 %**

All other terms and conditions remain unchanged

6/7/2020

EIC-Cum-MANAGING DIRECTOR
OB&CC Limited

RANJIT-CHEVROX JV

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ସେତୁ ଭବନ, ନୟାପଲ୍ଲୀ, ଭୁବନେଶ୍ୱର – ୭୫୧୦୧୨, ଦୂରଭାଷ – ୦୬୭୪୨ – ୨୩୮୦୦୪୩

Setu Bhavan, Nayapalli, Bhubaneshwar – 751012, Tel: 0674-2390043, Website: mdobcc.in, Email: obcc-owd@gov.in, mdobcc@gmail.com

ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ
(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)

No: 4214
File: PCF-897/19-20

Date: 07.07.2020

CORRIGENDUM NO. 5

Bid identification No. 06/P&D/OBCC/2020-21. **Tender ID No. 2020_OBCC_61445_1**

Name of the Work: Construction of proposed Flyover near Joda Town, including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar.

Sl. No.	Reference	Provision till Corrigendum No.4	Modified in Corrigendum No. 5
1	RFP Page - 1	**NOTICE INVITING TENDER (NIT)** ..... 2.The Request for Proposal document (the "RFP" document) will be available in the website https://tendersodisha.gov.in **from 17.00 Hours of 05.06.2020 to 17.00 Hours of 20.07.2020** for online bidding. 4.The application shall be received only on "online" on or before **17.00 Hours of 20.07.2020.** 6.Applications received online shall be opened at **11.30 Hours on 23.07.2020** in the office of the Managing Director, O.B. & C.C. Ltd, Setu Bhavan, Bhubaneswar, Odisha. If the office happens to be closed on the date of opening as specified, then the same will be opened on the next working day.	**NOTICE INVITING TENDER (NIT)** ..... 2.The Request for Proposal document (the "RFP" document) will be available in the website https://tendersodisha.gov.in **from 17.00 Hours of 05.06.2020 to 17.00 Hours of 14.08.2020** for online bidding. 4.The application shall be received only on "online" on or before **17.00 Hours of 14.08.2020.** 6.Applications received online shall be opened at **11.30 Hours on 17.08.2020** in the office of the Managing Director, O.B. & C.C. Ltd, Setu Bhavan, Bhubaneswar, Odisha. If the office happens to be closed on the date of opening as specified, then the same will be opened on the next working day.
2	RFP Page - 8	1.3 The bidding Schedule is as under. ..... Sl. No. / Event Description / Date 6 / Last date of sale of BID Document / Up to 17.00 Hours of **20.07.2020** 7. / BID Due Date / Up to 17.00 Hours of **20.07.2020.** 8. / Physical Submission of Bid Security, Tender paper cost and POA etc. / Up to 11.00 hours of **23.07.2020**	1.3 The bidding Schedule is as under. ..... Sl. No. / Event Description / Date 6 / Last date of sale of BID Document / Up to 17.00 Hours of **14.08.2020** 7. / BID Due Date / Up to 17.00 Hours of **14.08.2020** 8. / Physical Submission of Bid Security, Tender paper cost and POA etc. / Up to 11.00 hours of **17.08.2020**

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Sl. No.	Reference	Provision till Corrigendum No.4	Modified in Corrigendum No. 5
		9. Opening of Technical BIDs — **23.07.2020** at 11.30 hours At Setu Bhawan, OB & CC Ltd. Bhubaneswar	9. Opening of Technical BIDs — **17.08.2020** at 11.30 hours At Setu Bhawan, OB & CC Ltd. Bhubaneswar
3	RFP – page 22	**2.12 BID Due Date** Technical & Financial BID comprising of the documents listed in clause 2.11.1 of the RFP shall be submitted online through e-procurement portal [https://tendersodisha.gov.in] on or before **17.00 hrs IST on 20.07.2020**. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before **11.00 hours IST on 23.07.2020** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.	**2.12 BID Due Date** Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal [https://tendersodisha.gov.in] on or before **17.00 hrs IST on 14.08.2020**. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before **11.00 hours IST on 17.08.2020** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.
4	RFP – page 23	2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal of Government [https://tendersodisha.gov.in] from **05.06.2020 to 20.07.2020 (upto17.00 Hrs. IST).**	2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal of Government [https://tendersodisha.gov.in] from **05.06.2020 to 14.08.2020 (upto17.00 Hrs. IST).**
		2.14.2.3 Bid must be submitted online only through e-procurement portal of State Government [https://tendersodisha.gov.in] using the digital signature of authorized representative of the Bidder on or before **20.07.2020 (up to 17.00 hours IST).**	2.14.2.3 Bid must be submitted online only through e-procurement portal of State Government [https://tendersodisha.gov.in] using the digital signature of authorized representative of the Bidder on or before **14.08.2020 (up to 17.00 hours IST).**
5	RFP – page 24	2.15.2 The Managing Director, O.B.&C.C. Ltd, Odisha shall on-line open Technical BIDs on **23.07.2020 at 11.30 hours** IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received or otherwise as clarified vide Sl. No. 2 & 5 of Corrigendum No.3. The Managing Director, O.B.&C.C. Ltd. Odisha will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.	2.15.2 The Managing Director, O.B.&C.C. Ltd, Odisha shall on-line open Technical BIDs on **17.08.2020 at 11.30 hours** IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received or otherwise as clarified vide Sl. No. 2 & 5 of Corrigendum No.3. The Managing Director, O.B.&C.C. Ltd. Odisha will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

6. All other terms and conditions remain unchanged

9/7/2020

EIC-cum-MANAGING DIRECTOR
OB&CC Ltd.

ସେତୁ ଭବନ, ଗୋପବନ୍ଧୁ ନଗର – ୭୫୧୦୧୫, ଭୁବନେଶ୍ୱର – ୭୫୩୦୦୪୮
General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

136

ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ
(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)

No: 4713
File: PCF- 897/19-20

Date: 12.08.2020

CORRIGENDUM NO. 6

Bid identification No. 06/P&D/OBCC/2020-21. **Tender ID No. 2020_OBCC_61445_1**

Name of the Work: Construction of proposed Flyover near Joda Town, including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar.

Sl. No.	Reference	Provision till Corrigendum No.5	Modified in Corrigendum No. 6
1	RFP Page - 1	**NOTICE INVITING TENDER (NIT)** ..... 2.The Request for Proposal document (the "RFP" document) will be available in the website https://tendersodisha.gov.in **from 17.00 Hours of 05.06.2020 to 17.00 Hours of 14.08.2020** for online bidding. 4.The application shall be received only on "online" on or before **17.00 Hours of 14.08.2020.** 6.Applications received online shall be opened at **11.30 Hours on 17.08.2020** in the office of the Managing Director, O.B. & C.C. Ltd, Setu Bhavan, Bhubaneswar, Odisha. If the office happens to be closed on the date of opening as specified, then the same will be opened on the next working day.	**NOTICE INVITING TENDER (NIT)** ..... 2.The Request for Proposal document (the "RFP" document) will be available in the website https://tendersodisha.gov.in **from 17.00 Hours of 05.06.2020 to 17.00 Hours of 31.08.2020** for online bidding. 4.The application shall be received only on "online" on or before **17.00 Hours of 31.08.2020.** 6.Applications received online shall be opened at **11.30 Hours on 03.09.2020** in the office of the Managing Director, O.B. & C.C. Ltd, Setu Bhavan, Bhubaneswar, Odisha. If the office happens to be closed on the date of opening as specified, then the same will be opened on the next working day.
2	RFP Page - 8	1.3 The bidding Schedule is as under. ..... Sl. No. / Event Description / Date 6 / Last date of sale of BID Document / Up to 17.00 Hours of **14.08.2020** 7. / BID Due Date / Up to 17.00 Hours of **14.08.2020** 8. / Physical Submission of Bid Security, Tender paper cost and POA etc. / Up to 11.00 hours of **17.08.2020**	1.3 The bidding Schedule is as under. ..... Sl. No. / Event Description / Date 6 / Last date of sale of BID Document / Up to 17.00 Hours of **31.08.2020** 7. / BID Due Date / Up to 17.00 Hours of **31.08.2020** 8. / Physical Submission of Bid Security, Tender paper cost and POA etc. / Up to 11.00 hours of **03.09.2020**

RANJIT CHEVUPATI

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

195

Sl. No.	Reference	Provision till Corrigendum No.5	Modified in Corrigendum No. 6
		9. Opening of Technical BIDs: **17.08.2020** at 11.30 hours At Setu Bhawan, OB & CC Ltd. Bhubaneswar	9. Opening of Technical BIDs: **03.09.2020** at 11.30 hours At Setu Bhawan, OB & CC Ltd. Bhubaneswar
3	RFP – page 22	**2.12 BID Due Date** Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal [https://tendersodisha.gov.in] on or before **17.00 hrs IST on 14.08.2020**. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before **11.00 hours IST on 17.08.2020** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.	**2.12 BID Due Date** Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal [https://tendersodisha.gov.in] on or before **17.00 hrs IST on 31.08.2020**. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before **11.00 hours IST on 03.09.2020** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.
4	RFP – page 23	2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal of Government [https://tendersodisha.gov.in] from **05.06.2020 to 14.08.2020 (upto17.00 Hrs. IST).**	2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal of Government [https://tendersodisha.gov.in] from **05.06.2020 to 31.08.2020 (upto17.00 Hrs. IST).**
		2.14.2.3 Bid must be submitted online only through e-procurement portal of State Government [https://tendersodisha.gov.in] using the digital signature of authorized representative of the Bidder on or before **14.08.2020 (up to 17.00 hours IST).**	2.14.2.3 Bid must be submitted online only through e-procurement portal of State Government [https://tendersodisha.gov.in] using the digital signature of authorized representative of the Bidder on or before **31.08.2020 (up to 17.00 hours IST).**
5	RFP – page 24	2.15.2 The Managing Director, O.B.&C.C. Ltd, Odisha shall on-line open Technical BIDs on **17.08.2020 at 11.30 hours** IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received or otherwise as clarified vide Sl. No. 2 & 5 of Corrigendum No.3. The Managing Director, O.B.&C.C. Ltd, Odisha will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.	2.15.2 The Managing Director, O.B.&C.C. Ltd, Odisha shall on-line open Technical BIDs on **03.09.2020 at 11.30 hours** IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received or otherwise as clarified vide Sl. No. 2 & 5 of Corrigendum No.3. The Managing Director, O.B.&C.C. Ltd, Odisha will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

6. **All other terms and conditions remain unchanged**

12/8/2020

EIC-cum-MANAGING DIRECTOR
OB&CC Ltd.

ସେତୁ ଭବନ, ରାଜପଥ, ଭୁବନେଶ୍ୱର – ୭୫୧୦୧୨, ଓଡ଼ିଶା – ୦୬୭୨ – ୨୩୦୦୪୪

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

0016

ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ

(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking)

No: 4802
File: PCF- 897/19-20

Date: 17.08.2020

CORRIGENDUM NO. 7

Bid identification No. 06/P&D/OBCC/2020-21. **Tender ID No. 2020_OBCC_61445_1**

Name of the Work: Construction of proposed Flyover near Joda Town, including improvement of road stretch of Joda -Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar.

SL No	Reference	Provision till Corrigendum No:6	Modified in Corrigendum No. 7
1	Draft EPC Agreement Annex-I (Schedule-B), Clause 2.9.1, Page – 151		Add the following below the Table *Note:* The EPC Contractor may adopt a technically better proposal to above configuration and material composition within the **Designed chainage** mentioned in the table.

2. All other terms and conditions remain unchanged

17/8/2020

EIC-cum-MANAGING DIRECTOR
OB&CC Ltd.

IT-CHEVROX

General Manager Projects-I
O.B.&C.C. Ltd., Bhubaneshwar

ସେତୁ ଭବନ, ନୟାପଲ୍ଲୀ, ଭୁବନେଶ୍ୱର – ୭୫୧୦୧୨, ଫୋନ୍ – ୦୬୭୪ – ୨୩୦୦୪୩ – ୨୩୦୦୪୩
Setu Bhavan, Nayapalli, Bhubaneshwar – 751012, Tel: 0674-2390043, Website: mdobcc.in, Email: obcc.pwd@gmail.com, mobile: 8763...

ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ

(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking)

REQUEST FOR PROPOSAL

(RFP)

FOR

CONSTRUCTION OF 3 KM LONG THREE LANE FLYOVER (ELEVATED CORRIDOR) NEAR JODA TOWN INCLUDING IMPROVEMENT OF ROAD STRETCH OF JODA-BAMBERI SECTION BETWEEN KM 0.000 TO KM 4.875 IN THE DISTRICT OF KEONJHAR IN THE STATE OF ODISHA

ON

Engineering, Procurement & Construction (EPC) Mode Contract

MANAGING DIRECTOR, O.B.&C.C. Ltd,
SETU BHAVAN, BHUBANESWAR

General Manager Projects-I
C.E. & C.C. Ltd., Bhubaneshwar

TABLE OF CONTENTS

S. No.	Contents	Page No.
	Notice inviting RFP	1
	Disclaimer	2
	Glossary	3
1	**Introduction**	4
	1.1 Background	4
	1.2 Brief description of Bidding Process	6
	1.3 Schedule of Bidding Process	8
2	**Instructions to Bidders**	9
	A General	9
	2.1 General terms of Bidding	9
	2.2 Eligibility and qualification requirement of Bidder	11
	2.3 Proprietary Data	16
	2.4 Cost of Bidding	17
	2.5 Site visit and verification of information	17
	2.6 Verification and Disqualification	17
	B Documents	19
	2.7 Contents of the RFP	19
	2.8 Clarifications	19
	2.9 Amendment of RFP	20
	C Preparation and Submission of BIDs	20
	2.10 Format and Signing of BID	20
	2.11 Documents comprising Technical & financial BID	20
	2.12 BID Due Date	22
	2.13 Late BIDs	22
	2.14 Procedure of e-tendering	22
	2.15 Online opening of Bids	24
	2.16 Rejection of BIDs	24
	2.17 Validity of BIDs	24
	2.18 Confidentiality	24
	2.19 Correspondence with the Bidder	24
	D BID Security	25
	2.20 BID Security	25
3	**Evaluation of Technical and Opening & Evaluation of financial Bids**	27
	3.1 Evaluation of Technical BIDs	27

RANJIT CHEVROLET

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

	3.2 Opening and Evaluation of financial Bids	28
	3.3 Selection of Bidder	28
	3.4 Contacts during BID Evaluation	29
	3.5 Correspondence with the Bidder	29
4	**Fraud and Corrupt Practices**	30
5	**Pre-BID Conference**	32
6	**Miscellaneous**	33
	Appendices	
IA	Letter comprising the Technical BID	34
IB	Letter comprising the Financial BID	37
II	Bank Guarantee for BID Security	50
III	Format for Power of Attorney for signing of BID	53
IV	Format for Power of Attorney for Lead Member of Joint Venture	55
V	Format for Joint Bidding Agreement for Joint Venture	57
	Annexure of Appendix 1A	
I	Details of Bidder	38
II	Technical Capacity of the bidder	40
III	Financial Capacity of the bidder	41
IV	Details of Eligible Project	42
V	Statement of legal capacity	45
VI	Information required to Evaluate the Bid capacity	46
VII	Guidelines of the Department of Disinvestment	48
7	**Annexure 1 of Section 2.14** (Procedure to participate in online bidding)	61

RANJIT-CHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

0020

ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ

(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking)

RFP Identification No. 06/P&D/OBCC/2020-21
File No- PCF-897/ 3354 **Dt 02.06.2020**

INVITATION FOR QUALIFICATION / PROPOSAL
NOTICE INVITING TENDER (NIT)

1. The Managing Director, Odisha Bridge & Construction Corporation Limited, Setu Bhavan, Bhubaneswar, Odisha (the "Authority") invites Request for Proposal (RFP) for the work **"Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha"** under **EPC Contract** (Engineering, Procurement and Construction) basis for selection of the parties /Joint Ventures to whom the Project may be awarded eventually.

2. The Request for Proposal document (the "RFP" document) will be available in the website https://tendersodisha.gov.in **from 17.00 Hours of 05.06.2020 to 17.00 Hours of 04.07.2020** for online bidding.

3. The bidder must possess compatible **Digital Signature Certificate (DSC)** of Class II or Class III. The online bidding procedure is indicated in the document.

4. The application shall be received only on "online" on or before **17.00 Hours of 04.07.2020.**

5. There shall be no pre bid meeting, only the queries received from the applicants till the last date for submission of queries, shall be clarified in the website https://tendersodisha.gov.in.

6. Applications received online shall be opened at **15.30 Hours on 06.07.2020** in the office of the Managing Director, O.B. & C.C. Ltd, Setu Bhavan, Bhubaneswar, Odisha. If the office happens to be closed on the date of opening as specified, then the same will be opened on the next working day.

7. The authority reserves the right to cancel any or all bid without assigning any reason.

8. Further details with any addendum, corrigendum, cancellation can be seen from the website https://tendersodisha.gov.in

Authority

Managing Director
O.B. & C.C. Ltd, Setu Bhavan
Nayapalli, Bhubaneswar-751012
Tel no.: 0674-2396309
Email: mdobcc@gmail.com

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneswar

DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [Feasibility Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder JV or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

General Manager Projects-I
O.R.A.C.C. Ltd. Bhubaneswar

GLOSSARY

Agreement	As defined in Clause 1.1.5
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
BID(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
BID Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.4
BID Price or BID	As defined in Clause 1.2.6
Contractor	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1
EPC	As defined in Clause 1.1.1
EPC Contract	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.4
Feasibility Report	As defined in Clause 1.2.3
Government	Government of *****
Joint Venture	As defined in Clause 2.2.1
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.3.4
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

RAMBIT-CHEVRON (JV)

General Manager Projects-I

SECTION 1
INTRODUCTION

1.1 Background

DEPARTMENT OF WORKS, GOVT. OF ODISHA

Road communication is a key element for the economic development of the State. Development and maintenance of an extensive road network is a major pre-requisite on which the pace and pattern of development rests. As assigned by the State Government, Public Works like construction of roads, bridges, Cross Drainage works on nullahs, etc. are being executed by the Works Department.

Besides, this Department has also an important role for improvement of buildings infrastructure of the State. Construction of new building infrastructures / maintaining the existing ones and above all planning for the upcoming building projects by tapping funds from various sources i.e. the State Budget / Central schemes / Deposits etc.

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

Odisha Bridge & Construction Corporation Limited (OB&CC) was incorporated on 01.01.1983 under Companies Act, 1956 as a Govt. Company. It is a Government Company sponsored by Odisha State Government within the meaning of section 617 of the Companies Act. Since its inception, it is working as a Govt. of Odisha undertaking Organization.

Its main objectives are: -

- Construction of Bridges/Roads/Buildings
- Maintenance of Bridges.
- Toll collection

Construction project are undertaken by the Corporation on the basis of the working procedure approved by the Works Dep't., Govt. of Odisha vide Resolution No.9133 Dt.06.09.2012

Services rendered: -

- Construction of all types of civil engineering structures viz. buildings ,bridges, roads, shell roof, high rise and industrial structures
- Survey, investigations and preparation of Project report.
- Sub-soil exploration
- Soil and material testing in material laboratory

1.1.1 The Managing Director, Odisha Bridge & Construction Corporation Limited, Setu Bhavan, Bhubaneswar, Odisha (the **"Authority"**) has been entrusted with the **"Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha"** (the **"Project"**) through an Engineering, Procurement and Construction (the "EPC") Contract, and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the Authority's website [https://tendersodisha.gov.in].

General Manager Projects-I
OB & CC Ltd. Bhubaneswar

Brief particulars of the Project are as follows:

Sl No.	Name of the bridge	Indicative length of bridge proper (In Metre)	Other items of work	Indicative length of Bridge approach (In Metre)	Indicative Total project Cost (Rs. In Crores)	Period of Completion
1	2	3	4	5	6	7
1	Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha	2775.00	The bridge shall be of 3 lane 11.00 metre carriageway width without footpath with Crash barrier. Both side approach roads. 2 number minor bridges of length 36 metre each and 11.00 metre carriageway width without footpath with Crash barrier. 3 number of pipe culverts and 1 number box culvert. 5.960 Km of Service road of 5.5metre carriageway with 1.50 metre drain cum footpath. (detail specification as per RFP)	Joda side-96.060 metre approach road and Bamberi side 113.940 metre approach Road (detail specification as per RFP)	**159.12 (Say Rs 160.00 crore)**	30 (Thirty) Calendar Months.

1.1.2 The selected Bidder (the "**Contractor**") shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the "**EPC Contract**") to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period, which is expected to be as per clause 1.1.3.

1.1.3 The scope of work will broadly include Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar and maintenance of the Project during the Defect Liability Period, which is expected to be **4 (Four) years**.

General Manager Projects-I

1.1.4 The estimated cost of the Project (the **"Estimated Project Cost"**) has been specified in the clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor's services and obligations.

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the "**BID Due Date**").

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage two part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

[GOI has issued guidelines (see Annexure VII of Appendix-1A of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA]

1.2.2 Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of BIDs (the "**Bid Due Date**").

1.2.3 The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report/Detailed Project Report prepared by the Authority/ consultants of the Authority (the "Feasibility Report /Detailed Project Report ") is also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

General Manager Projects-4

1.2.4 A Bidder is required to deposit, along with its BID, a BID Security of **Rs.1,60,00,000.00 (Rupees One Crore Sixty Lakh)** (the "BID Security"), refundable not later than **150 (One hundred & fifty) days** from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have to provide BID Security in the form of Bank Guarantee issued by a **Public sector Bank, counter guaranteed by its branch at Bhubaneshwar**, and in such event, the validity period of the Bank Guarantee, shall not be less than 180 (one hundred and eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The BID shall be summarily rejected if it is not accompanied by the BID Security.

1.2.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.

1.2.6 BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**BID Price**"). The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term **"Lowest Bidder"** shall mean the bidder who is quoting the lowest BID price.

1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason, the Authority shall annul the Bidding Process and invite fresh BIDs.

1.2.8 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries / Request for Additional Information: RFP for **"Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha on EPC Mode".**

CHEVROX (JV)

General Manager Projects-I
C.B. & C.C. Ltd., Bhubaneshwar

1.3 The bidding Schedule is as under,

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	02.06.2020
2.	Availability of RFP document in the website	From 17.00 Hours of 05.06.2020 to 17.00 Hours of 04.07.2020
3.	Last date for receiving queries	Up to 17.00 Hours of 15.06.2020
4.	Pre-BID meeting	There shall be no pre bid meeting, only the queries received from the applicants till the last date for submission of queries, shall be clarified in the website https://tendersodisha.gov.in.
5.	Authority response to queries latest by	20.06.2020
6	Last date of sale of BID Document	Up to 17.00 Hours of 04.07.2020
7.	BID Due Date	Up to 17.00 Hours of 04.07.2020
8.	Physical Submission of Bid Security, Tender paper cost and POA etc.	Up to 15.00 hours of 06.07.2020
9.	Opening of Technical BIDs	06.07.2020 at 15.30 hours At Setu Bhawan, OB & CC Ltd. Bhubaneswar
10.	Declaration eligible / qualified bidders	Will be notified
11.	Opening of Financial BID	Will be notified
12.	Letter of Award (LOA)	Will be notified
13.	Validity of BID	Within 120 days from BID Due Date
14.	Signing of Agreement	Within 15 days of award of LOA

General Manager Projects
O.B. & C.C. Ltd., Bhubaneshwar

SECTION-2
INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1 No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.

2.1.2 Deleted.

2.1.3 The Feasibility Report/Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.1.5 The BID shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6 The Bidder shall deposit a BID Security of **Rs.1,60,00,000.00 (Rupees One Crore Sixty Lakh)** in accordance with the provisions of this RFP. The Bidder has to provide the BID Security in the form of a **Bank Guarantee** issued by a **Public sector** Bank, **counter guaranteed by its branch at Bhubaneswar**, as per format at Appendix-II.

2.1.7 The validity period of the Bank Guarantee, shall not be less than 180 (one hundred and eighty) days from the BID Due Date, inclusive of a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The BID shall be summarily rejected if it is not accompanied by the BID Security. The BID Security shall be refundable no later than 150 (one hundred and fifty) days from the BID Due Date except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement.

2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the BID to commit the Bidder.

2.1.9 In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV. In case the Bidder is a Joint Venture, Joint Bidding Agreement in the format at Appendix V shall be submitted by the bidder.

2.1.10 Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.

General Manager Projects-I
Bhubaneswar

2.1.11 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.

2.1.12 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause 2.1.12 shall also apply *mutatis mutandis* to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.

2.1.13 This RFP is not transferable.

2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.2.

2.1.15 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

(a) Number of members in a Joint Venture shall not exceed 3 (three);

(b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;

(c) Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 2.2.2.2(i) & 2.2.2.3. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Joint Venture. Each of other Member(s) shall meet at least 30% requirement of Technical and Financial Capacity required as per Clause 2.2.2.2(i) & 2.2.2.3;

(d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;

(e) An individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid;

(f) The Lead Member shall itself undertake and perform at least 50 (fifty) per cent of the total length of the Project Highway.

(g) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the "Jt. Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

(i) Convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;

(ii) commit the approximate share of work to be undertaken by each member;

RAMMIT-CALDECK (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(iii) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the "Defects Liability Period") is achieved in accordance with the EPC Contract; and

(h) except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.

2.1.16 Deleted

2.1.17 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.18 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit the BID, either individually or as member of a Joint Venture.

2.1.19 The Bidder including individual or any of its Joint Venture Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder including individual or any of its Joint Venture Member.

2.1.19.1 The Bidder including individual or any of its Joint Venture Member may provide details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Governments.

2.1.19.2 The Bidder including individual or any of its Joint Venture Member may also provide details of updated on-going process of blacklisting if so, under any contract with Authority / Government.

2.1.19.3 The Authority reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.1.19. The decision of the Authority in this case shall be final.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the **"Joint Venture"**), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture.

(b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.1.15 above.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(c) An Bidder shall not have a conflict of interest **(the "Conflict of Interest")** that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or

(iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

(v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or

(vi) such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding

General Manager Projects-I
O.E.A.C.C. Ltd., Bhubaneshwar

Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.2 **Qualification requirements of Bidders:**

2.2.2.1 **BID Capacity**

Bidders who inter-alia meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:

Assessed Available BID capacity = (A*N*2 – B), Where

N= Number of years prescribed for completion of work for which Bid is invited.

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress.

B = Value (updated to the price level of the year indicated in table below under note) of existing commitments, works for which LOA issued and on-going works to be completed during the next 30(Thirty) calendar months [Two and half years] (period of completion of the works for which BID is invited).

Note: The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor. The factor for the year for up dation to the price level is indicated as under:

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Up-dation factor	1.00	1.05	1.10	1.15	1.20

2.2.2.2 **Technical Capacity**

(i) For demonstrating technical capacity and experience (the **"Technical Capacity"**), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

total thereof is more than **Rs.400.00 Crore (Rupees Four hundred Crore)** (the **"Threshold Technical Capacity"**).

(ii) Provided that at least one similar work of 50% of Estimated Project Cost **[Rs.80.00 Crore (Rupees Eighty Crores)]** shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 50% of the estimated project cost.

2.2.2.3 **Financial Capacity**: The Bidder shall have a minimum Net Worth (the **"Financial Capacity"**) of **Rs.16.00 Crore (Rupees Sixteen Crore)** at the close of the preceding financial year.

2.2.2.4 In case of a Joint Venture:

(i) Threshold Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirement of Technical and Financial Capacity required as per Clause 2.2.2.1, 2.2.2.2(i) and 2.2.2.3 and each of other JV members shall meet at least 30% requirement of Technical and Financial capacity as per Clause 2.2.2.2(i) and 2.2.2.3. For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria.

(ii) For requirement of 2.2.2.2 (ii), one similar work of 50% of Estimated Project Cost should have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5 individually by any of the JV members as a single work.

2.2.2.5 Categories and factors for evaluation of Technical Capacity:

(i) Subject to the provisions of Clause 2.2.2 the following categories of experience would qualify as Technical Capacity and eligible experience (the **"Eligible Experience"**) in relation to eligible projects as stipulated in Clauses 2.2.2.6 (i) & (ii) (the **"Eligible Projects"**). In case the Bidder has experience across different categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience:

Category	Project / Construction experience on Eligible Projects	Factors
1	Project in Bridge sector that qualify under Clause 2.2.2.6 (i)	1
2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.50
3	Construction in Bridge sector that qualify under Clause 2.2.2.6 (ii)	1
4	Construction in core sector that qualify under Clause 2.2.2.6 (ii)	0.50

(ii) The Technical capacity in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(iii) For the purpose of this RFP:

(a) Bridge sector would be deemed to include river stand alone bridges, barrage with bridge on top, aqueduct, flyovers, underpass, ROBs, RUBs and other type of elevated structures (for road connectivity); and

(b) core sector would be deemed to include highways, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.(Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant).

2.2.2.6 Eligible Experience on Eligible Projects in respect of each category:

(i) For a project to qualify as an Eligible Project under Categories 1 and 2:

(a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

(b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;

(c) the capital cost of the project should be more than 10% of the amount specified as the Estimated Project Cost; and

(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have itself undertaken the construction of the project for an amount equal to at least one half of the Project Cost of eligible projects, excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purposes of construction.

(ii) For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of less than **Rs.16.00 Crore (Rupees Sixteen Crore)** shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract /Civil Engineering Construction Contract for the project. Further, the cost of land shall not be included hereunder.

(iii) The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

(iv) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

2.2.2.7 Submission in support of Technical Capacity

(i) The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.

(ii) The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.

(iii) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-IA.

2.2.2.8 Submission in support of Financial capacity

(i) The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Joint Venture) for the last 5 (five) financial years, preceding the year in which the bid is submitted.

(ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

(iii) The Bidder must establish the minimum Net Worth specified in Clause 2.2.2.3, and provide details as per format at Annex-III of Appendix-IA.

2.2.2.9 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

(i) Certificate(s) from its statutory auditors[$] or the concerned client(s) stating the payments received or in case of a PPP project, the construction carried out by itself, during the past 5 years, in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received or construction carried out by itself in PPP Projects as applicable the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

(ii) certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2.9 (ii). For the purposes of this RFP, net worth (the **"Net Worth"**) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

2.2.2.10 Deleted

2.3 **Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

[$] In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.2.9 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their BIDs and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a BID, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents, Schedules annexed to EPC agreement Document;

(b) received all relevant information requested from the Authority;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;

(f) acknowledged that it does not have a Conflict of Interest; and

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

RANJIT-CHEPROX (JV)

General Manager Projects-I
O.B.A.C.C. Ltd. Bhubaneshwar

2.6.2 The Authority reserves the right to reject any BID and appropriate the BID Security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.

2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability, subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise.

RANJIT-CHEVROX (JV)

General Manager Projects-I
O.S. & C.C. Ltd., Bhubaneshwar

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Part –I

Invitation for BIDs

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of BIDs
Section 4. Fraud and Corrupt Practices
Section 5. Pre-BID Conference
Section 6. Miscellaneous

Appendices

IA Letter comprising the Technical BID including Annexure I to VII
IB Letter comprising the Financial BID
II. Bank Guarantee for BID Security
III. Power of Attorney for signing of BID
IV. Power of Attorney for Lead Member of Joint Venture
V. Joint Bidding Agreement for Joint Venture

Part –II

Agreement Document with schedules

Part – III

[Feasibility Report provided by the Authority]

2.7.2 The draft Agreement and the Feasibility / Detailed Project Report provided by the Authority as part of the BID Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

RAMKIT-CHEVROX (JV)

General Manager Projects-I
C.E.A.D.C. Bhubaneshwar

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the BID Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be available in tender portal.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the BID Due Date.

C. PREPARATION AND SUBMISSION OF

BIDS 2.10 Format and Signing of BID

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, document fee, POA and Joint Bidding Agreement are received in hard copies.

2.10.2 The BID shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialled by the person(s) signing the BID.

2.11 Documents comprising Technical and Financial BID

2.11.1 The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal [https://tendersodisha.gov.in] comprising of the following documents along with supporting documents as appropriate:

Technical Bid

(a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to VI and supporting certificates / documents.

(b) Power of Attorney for signing the BID as per the format at Appendix-III;

(c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;

(d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V.

(e) BID Security of **Rs.1,60,00,000.00 (Rupees One Crore Sixty Lakh)** in the form of Bank Guarantee in the format at Appendix-II from a **Public sector** Bank, **counter guaranteed by its branch at Bhubaneshwar** in favour of [**Managing Director, OB&CC Ltd, Setu Bhavan, Nayapalli, Bhubaneswar**].

(f) Cost of tender document for **Rs.1,50,000.00 (Rupees One Lakh fifty thousand) + 12% GST** only in the form of Demand Draft in favour of **Managing Director, OB&CC Ltd, Setu Bhavan, Nayapalli, Bhubaneswar.**

BANJIT-CHEVROX (JV)

General Manager Projects-I
O.B.&C.C. Ltd., Bhubaneshwar

Financial Bid

Appendix-IB (Letter comprising the Financial Bid)

2.11.2 The Bidder shall submit the following documents physically:

(a) Original Power of Attorney for signing the BID as per format at Appendix-III;

(b) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;

(c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V

(d) BID Security of **Rs.1,60,00,000.00 (Rupees One Crore Sixty Lakh)** only in the form of Original Bank Guarantee in the format at Appendix-II from a **Public sector** Bank, **counter guaranteed by its branch at Bhubaneswar** in favour of **Managing Director, OB&CC Ltd, Setu Bhavan, Nayapalli, Bhubaneswar.**

(e) Cost of tender document for **Rs.1,50,000.00 (Rupees One Lakh fity thousand) + 12% G S T** only in the form of Demand Draft in favour of **Managing Director, OB&CC Ltd, Setu Bhavan, Nayapalli, Bhubaneswar.**

2.11.3 The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**BID for the project : "Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha**"and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of the envelope.

2.11.4 The envelope shall be addressed to one of the following officer and shall be submitted at the respective address:

i)	ATTN. OF: DESIGNATION ADDRESS:	Managing Director O.B. & C.C. Ltd, Setu Bhavan Nayapalli, Bhubaneswar-751012 Tel no.: 0674- 2396309 Email: mdobcc@gmail.com
ii)	PHONE NO:	0674- 2396309
iii)	E-MAIL ADDRESS	Email: mdobcc@gmail.com

2.11.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

General Manager Projects-I

2.12 BID Due Date

Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal [https://tendersodisha.gov.in] on or before **17.00 hrs IST on 04.07.2020**. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before **15.00 hours IST on 06.07.2020** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.13 Late BIDs

E-procurement portal [https://tendersodisha.gov.in] shall not allow submission of any Bid after the prescribed date and time at clause 2.12. Physical receipt of documents listed at clause 2.11.2 of the RFP after the prescribed date and time at clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14 Procedure for e-tendering

(Ref Annexure 1 at the end of the document)

2.14.1 Accessing/ Purchasing of BID documents

2.14.1.1 The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate(DSC) to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the firm/Contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) Pan Card and (ii) Registration Certificate (RC) of the concerned bidder. The time period of validity in the portal is at par with the validity of RC. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the online bidding process. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority(CA) as stipulated by Controller of Certifying Authorities(CCA),Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra etc. & should be in the name of the authorized signatory as authorized in Appendix-III of the RFP Application.

2.14.1.2 (a)To log on to the portal the Contractor/Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of as a second stage of authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.

(b) The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.in will appear in "Latest Active Tender" section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as

General Manager Projects-I
O... , Bhubaneshwar

mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Latest Active tenders. The bidder can down load the RFP document from the web site and save it in his system and undertake the necessary preparatory work off-line and upload the completed documents at his convenience before the closing date and time of submission.

2.14.1.3 Deleted

2.14.1.4 The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal of Government [https://tendersodisha.gov.in] from **05.06.2020 to 04.07.2020 (upto17.00 Hrs. IST).**

2.14.1.5 To participate in bidding, bidders have to pay **Rs.1,50,000.00 (Rupees One Lakh fifth thousand) + 12% G S T** only towards fee for bid (non-refundable) in the form Demand Draft issued from a **Public sector** Bank in India in favour of **MD, OB&CC Ltd, Bhubaneswar,** payable at **Bhubaneswar** and Bid Security is also to be furnished by the bidder for the amount of **Rs.1,60,00,000.00 (Rupees One Crore Sixty Lakh)** only in the form of Bank Guarantee (B.G) as per the format mentioned in Appendix-II, issued from a **Public sector** Bank, **counter-guaranteed in its Branch at Bhubaneswar.**

2.14.2 **Preparation & Submission of BIDs:**

2.14.2.1 The Bidder may submit his Bid online following the instruction appearing on the screen.

2.14.2.2 The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of BID.

2.14.2.3 Bid must be submitted online only through e-procurement portal of State Government [https://tendersodisha.gov.in] using the digital signature of authorized representative of the Bidder on or before **04.07.2020 (up to 17.00 hours IST).**

2.14.3 **Modifications/ Substitution/ withdrawal of BIDs**

2.14.3.1 In the e-Procurement Portal, it is allowed to modify the Application number of times after necessary modification, before the final date and time of submission. The Applicant shall have to log on to the system and resubmit the documents as asked for by the system. In doing so, the Application already submitted by the Applicant will be removed automatically from the system and the latest Application only will be admitted. But the Applicant should avoid modification of Application at the last moment to avoid system failure or malfunction of internet or traffic jam. If the Applicant fails to submit his modified Application within the designated time of receipt, the Application already in the system shall be taken for evaluation.

In the e-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter written notice of the modification, substitution or withdrawal addressed to

General Manager Projects-I
O.B.&C.C. Ltd. Bhubaneswar

the Authority and upload the scanned document to portal in the respective Application before the closure of receipt of the Application. The system shall not allow any withdrawal after expiry of the closure time of the Application.

2.14.3.2 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.15 Online Opening of BIDs.

2.15.1 Opening of BIDs will be done through online process.

2.15.2 The Managing Director, O.B.&C.C. Ltd, Odisha shall on-line open Technical BIDs on **06.07.2020 at 15.30 hours** IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The Managing Director, O.B.&C.C. Ltd, Odisha will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

2.16 Rejection of BIDs

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

2.17 Validity of BIDs

The BIDs shall be valid for a period of not less than **120 (one hundred and twenty) days** from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID.

General Manager Projects-I

D. BID SECURITY

2.20 BID Security

2.20.1 The Bidder shall furnish as part of its BID, a BID Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a Bank Guarantee (B.G) as per the format mentioned in Appendix-II, issued from a **Public sector Bank, counter-guaranteed in its Branch at Bhubaneshwar** in favour of the **Managing Director, OB & CC Ltd.** in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

2.20.2 **Any BID not accompanied by the BID Security shall be summarily rejected by the Authority as non-responsive.**

2.20.3 The Selected Bidder's BID Security will be returned, without any interest, upon the bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

2.20.4 The Authority shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.

2.20.5 The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

(a) If a Bidder submits a non-responsive BID as defined in 3.1.6;
(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
(c) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
(d) In the case of Selected Bidder, if it fails within the specified time limit -
  (i) to sign and return the duplicate copy of LOA;
  (ii) to sign the Agreement; or
  (iii) to furnish the Performance Security within the period prescribed therefor in the Agreement; or
(e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.20.6 **Performance Security**

Within 10 (ten) days of signing of Contract Agreement, the successful Bidder shall furnish to the Authority a Performance Security in accordance with the provisions of the Agreement and in the format given in this RFP.

General Manager Projects-I
O.B. & C.C. Ltd. Bhubaneshwar

2.20.7. Additional Performance Security:

(i) Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion.

If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the tender accepting authority will finalise the tender through a transparent lottery system, where all bidders / their authorized representatives, the concerned Executive Engineer and DAO will remain present.

(ii) Clause 36 of Appendix-IX of O.P.W.D. Code, Volume-II by inclusion.

"If the rate quoted by the SC and ST Category Contractor comes to 14.99% (decimals upto two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of Works Department Resolution No.27748 dtd.11.10.1977, then the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other category of contractors whose rates are 14.99% less than the estimated cost" as per Works Department Memorandum No.10224 dtd.01.09.2015.

The concessions/ facilities for 10% Purchase preference shall be hereby allowed only to the Individual registered Contractors belonging to Schedule Caste and Schedule Tribe having Registration Certificate upto "B" Class as per Works Department Resolution No.16262 dtd.30.10.2018.

<u>Additional Performance Security</u>:

(iii) Amendment to Para-3.5.5 (V) of Note-II of OPWD Code, Vol-I: Vide Works Department, office Memorandum:14459/W dated.20.09.2018

"Additional Performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the exact amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in shape of Term Deposit Receipt pledged in favour of **Managing Director, OB & CC Ltd** /Bank Guarantee in favour of the **Managing Director, OB & CC Ltd** from any **Public sector** Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the **Managing Director, OB & CC Ltd** (by e-mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit/Bid Security shall be forfeited. Further, proceeding for blacklisting shall be initiated against the bidder

RANJIT-CHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SECTION-3

EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Evaluation of Technical Bids

3.1.1 The Authority shall open the BIDs received physically & online at **15.30 hours IST on 04.07.2020** at the place specified in Clause 2.11.4(i); and in the presence of the Bidders who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been received physically. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.

3.1.2 Technical Bids of those Bidders, who have not submitted their Bid online, shall not be considered for opening and evaluation.

3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.

3.1.4 To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.1.6 Tests of responsiveness

3.1.6.1 As a first step towards evaluation of Technical BIDs, the Authority shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:

(a) Technical BID is received online as per the format at Appendix-IA including Annexure I to VI ;

(b) Documents listed at clause 2.11.2 are received physically;

(c) Technical Bid is accompanied by the BID Security as specified in Clause 2.1.6 and 2.1.7;

(d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;

(e) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required;

(f) Technical Bid contain all the information (complete in all respects);

(g) Technical Bid does not contain any condition or qualification; and

(h) Technical Bid is accompanied by cost of Bid document of **Rs.1,50,000.00 (Rupees One Lakh fifty thousand) + 12% G S T in the form of Demand Draft in favour of "Managing Director, OB&CC Ltd., Setu Bhavan, Nayapalli, Bhubaneswar".**

General Manager Projects
O.B. & C.C. Ltd.

3.1.6.2 The Authority reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such BID.

3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.

3.1.8 The Authority will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

3.1.9 After evaluation of Technical Bids, the Authority will publish a list of Technically responsive Bidders whose financial bids shall be opened. The Authority shall notify other bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

3.2 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal. The Authority shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders, who may choose to attend. The Authority shall publicly announce the Bid Price quoted by the technically responsive Bidders. The Authority shall prepare a record of opening of Financial Bids.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 and who quotes lowest price shall be declared as the selected Bidder (the "**Selected Bidder**").

3.3.2 In the event that two or more Bidders quote the same BID Price (the "**Tie BIDs**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the Lowest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh BIDs. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

3.3.4 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.3.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

3.4 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the BIDs under consideration.

3.5 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.6 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder, if the Project is subsequently awarded to it on the basis of such information.

3.7 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

RANJIT-CHEVROX (JV)

General Manager Projects
C.E. & C.C. Ltd., Bhubaneshwar

SECTION-4
4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

O.S.R.T.C. Bhubaneswar

(d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SECTION-5

5. PRE-BID CONFERENCE

There shall be no pre bid meeting, only the queries received from the applicants till the last date for submission of queries, shall be clarified in the website https://tendersodisha.gov.in.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SECTION-6

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India/Odisha and the Courts at Bhubaneshwar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

General Manager Projects-I
O.B.R.C.C. Ltd., Bhubaneshwar

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.5, 2.11 and 3.1.6)

To

The Managing Director
O.B. & C.C. Ltd, Setu Bhavan
Nayapalli, Bhubaneswar-751012
Tel no.: 0674- 2396309
Email: mdobcc@gmail.com

Sub: **BID for "Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of joda-bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha through an Engineering, Procurement and Construction (EPC) Contract".**

Dear Sir,

With reference to your RFP document dated *** **[7], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.

5. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the JV partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

   (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

   (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the RFP document; and

   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

---

If the Bidder is not a JV, the provisions applicable to JV may be omitted.

All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.

9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member are not a Member of any other Joint Venture submitting a BID for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture members have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/ managers/ employees.

14. [I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VII of Appendix-IA thereof.]

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity. It would, not withstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

General Manager Projects-I
O.R.S.C.C. Ltd. Bhubaneshwar

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/ We have studied all the Bidding Documents carefully and also surveyed the [project highway and the traffic]. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

20. I/ We offer a BID Security of **Rs.1,60,00,000.00 (Rupees One Crore Sixty Lakh) only** to the Authority in accordance with the RFP Document.

21. The BID Security in the form of a Bank Guarantee is attached.

22. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.

23. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.

24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.

25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

26. {We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the EPC Contractor under the Contract Agreement}.

27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.

28 I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:
Place:

(Signature, name and designation of the Authorised signatory)
Name & seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

APPENDIX – IB

Letter comprising the Financial BID

(Refer Clauses 2.1.5, 2.11.1 and 3.1.6)

Dated:

To

The Managing Director
O.B. & C.C. Ltd. Setu Bhavan
Nayapalli, Bhubaneswar-751012
Tel no.: 0674- 2396309
Email: mdobcc@gmail.com

Sub: **BID for Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha.**

Dear Sir,

With reference to your RFP document dated *** **[S], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.

4. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

6. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.

7. **I/ We hereby submit our BID and offer a BID Price as separately quoted in Excel format for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.**

Yours faithfully,

Date:
Place:

(Signature, name and designation of the Authorised Signatory)
Name & seal of Bidder/Lead Member:.....
Class III DSC ID of Authorised Signatory:.....

Note: The bidder has to quote his "Bid Price" in Financial Bid which is in separate sheet in EXCEL FORMAT

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Appendix IA
Annex-I

ANNEX-I
Details of Bidder

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:
   (f) Class III Digital Signature Certificate ID number

5. In case of a Joint Venture:
   (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
   (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.15(g) should be attached to the Application.
   (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.1.15(d)}[5]	Share of work in the Project{Refer Clauses 2.1.15(a), (f) & (h)}
1.			
2.			
3.			

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

.....contd

[5] All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

O.B.&C.C. Ltd., Bhubaneswar

6 The following information shall also be provided w.r.t para 2.1.18 for each Member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

No.	Criteria	yes	No
1	Has the Bidder/ constituent of the Joint Venture been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise).		
2	If the answer to 1 is yes, does the bar subsist as on BID due date.		
3	Has the Bidder/ constituent of the Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7 A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in recent past is given below (Attach extra sheets, if necessary) w.r.t para 2.1.19:

Name of Bidder/ member of Joint Venture:

No.	Criteria	1st last year	2nd last year	3rd last year
1.	If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any of its Joint Venture Member.			
2.	Updated details of stage of litigation, if so, against the Authority / Governments on all the on-going projects of the bidder or any of its Joint Venture Member.			
3.	Updated details of on-going process of blacklisting if so, under any contract with Authority / Government on the Bidder including any of its Joint Venture member.			

General Manager Projects-I
O.S. & C.C. Ltd., Bhubaneshwar

Appendix IA
Annex-II

ANNEX-II

Technical Capacity of the Bidder @

(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP)

Applicant type	Project Code*	Cate-gory$	Experience** (Equivalent Rs. Crore)$$		Technical Experience£
			Payments received for construction of Eligible Projects in Categories 3 & 4	Value of self-construction in Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder or Lead Member including other members of the Joint Venture	a				
	b				
	c				
	d				
	e				
	f				
				Aggregate Technical Experience =	

@ *Provide details of only those projects that have been undertaken by the Applicant, or its Lead member including members in case of joint venture, under its own name separately and/ or by a project company eligible under Clause 2.2.2.6(i)(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 2.2.2.6(i)(c) and for Categories 3 and 4, include only those projects where the payments received exceed the amount specified in Clause 2.2.2.6(ii). In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.17.*

* *Refer Annex-IV of this Appendix-I. Add more rows if necessary.* $ *Refer Clause 2.2.2.5(i)*

** *Construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of maintenance and repair, operation of Highways and land be included while computing the Experience Score of an Eligible Project.*

$$ *For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [50 (fifty)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

£ *In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 2.2.2.5(ii) and the product thereof shall be the Experience Score for such Eligible Projects.*

NOTE: In case of a Joint Venture, information in Annex-II and Annex-IV of Appendix-I shall be provided separately for other Members so as to establish that each such Member has 30 percent or more of the Threshold Technical Capacity. Such information may be provided as Annex-IIA, Annex-IIB, Annex-IVA and Annex-IVB respectively. *(Refer Clause 2.2.2.4).*

General Manager Projects-I
O.S. & C.C. Ltd., Bhubaneshwar

Appendix 1A
Annex-III

ANNEX-III

Financial Capacity of the Bidder

(Refer to Clauses 2.2.2.3, 2.2.2.9(i), 2.2.2.8(iii) of the RFP)

(In Rs. Crore[$])

Bidder type	Net Cash Accruals					Net Worth[£]
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
Single entity Bidder or Lead Member including other members of the Joint Venture						
TOTAL						

Name & address of Bidder's Bankers:

[$] For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

[£] The Bidder should provide details of its own Financial Capacity.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
   (a) reflect the financial situation of the Bidder;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.17.
5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.15 (g) of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers of the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.9 (ii) of the RFP document.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Appendix IA
Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7of the RFP)

Project Code: **Entity: Self/Members:**

Item	Refer Instruction	Particulars of the Project
Title & nature of the project		
Category	5	
Year-wise (a) payments received for construction and/or (b) revenues appropriated for self construction under PPP projects	6	
Entity for which the project was constructed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2.6 (i) and 2.2.2.6 (ii) of the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.
2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. In case the Eligible Project relates to other Members, write "Member".
5. Refer to Clause 2.2.2.5 of the RFP for category number.
6. The total payments received and/or revenues appropriated for self construction for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 1.1.17). For Categories 1 and 2, expenditure on construction of the project by the Applicant itself should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 2.2.2.6(i)(c). In case of Categories 3 and 4, payments received only in respect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 2.2.2.6(ii). Receipts for construction works should only include capital expenditure, and should not include expenditure on maintenance & repair and operation of Highways.
7. In case of projects in Categories 1and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 2.2.2.6(i) and 2.2.2.6(ii).

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.

10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 2.2.2.6(i).

11. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.

12. Certificate from the Bidder's statutory auditor[$] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.

13. If the Bidder is claiming experience under Categories 1 & 2[£], it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP projects[Φ]

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... *(name of the* Bidder*)* is/ was an equity shareholder in ..... *(title of the project company)* and holds/held Rs. ..... cr. (Rupees ..... crore) of equity (which constitutes .....%[€] of the total paid up and subscribed equity capital) of the project company from ..... *(date)* to ..... *(date)*[¥]The project was/is commenced on .....(date) and likely to be commissioned on ..... *(date of commissioning of the project)*. We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees .....crore), of which the applicant has itself undertaken the construction of project of Rs. .....(Rupees ..... Crores) excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purpose of construction as per Clause 2.2.2.6 (i) (d) by the aforesaid Applicant itself, during the past five financial years as per year-wise details noted below:

.....

.....

Name of the audit firm:
Seal of the audit firm: (Signature, name and designation
Date: of the authorised signatory)

[$] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[£] Refer Clause 2.2.2.5 of the RFP.

Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[€] Refer instruction no. 10 in this Annex-IV.

[¥] In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that ..... (name of Applicant) constructed and/ or owned the ..... (name of project) from ..... (date) to ..... (date)."

General Manager Projects-I
O.R.A.C.C. Ltd., Bhubaneshwar

14.If the Bidder is claiming experience under Category 3 & 4[▲], it should provide a certificate from its statutory auditors or the client in the format below:

Certificate from the Statutory Auditor/ Client regarding construction works[Φ] Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... *(name of the* Bidder*)* was engaged by ..... *(title of the project company)* to execute ..... *(name of project)* for ..... *(nature of project)}*. The construction of the project commenced on ..... *(date)* and the project was/ is likely to be commissioned on ..... *(date, if any)*. It is certified that Bidder received payments from its Clients for Construction Works executed by them, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees .....crore), of which the Applicant received Rs. ..... cr. (Rupees ..... crore), in terms of Clauses 2.2.2.5 and 2.2.2.6(ii)of the RFP, during the past five financial years as per year-wise details noted below:

.....

.....

It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/consortium.[▲]

We further certify that applicant has a share of _____% in the Joint Venture/Consortium.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the

Date: Executants signatory).

15.It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

[▲] Refer Clauses 2.2.2.5 and 2.2.2.6(ii)of the RFP.

[Φ] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[▲] This certification should be strike out in case of jobs/ contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture. This portion may be omitted if the contract did not involve a partnership/ joint venture. In case where work is not executed by partnership/ joint venture, this paragraph may be deleted.

General Manager Projects-I
O.R.&C.C. Ltd., Bhubaneshwar

ANNEX-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our Joint Venture.*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

General Manager Projects-I
O.R. & C.C. Ltd., Bhubaneshwar

Appendix – IA
Annexure-VI

ANNEX-VI

Information required to evaluate the BID Capacity under clause 2.2.2.1:

To calculate the value of "A"

1. A table containing value of Civil Engineering Works with respect to projects(Turnkey projects / Item rate contract/ % rate contract/Construction works) undertaken by the Bidder during the last 5 years is as follows:
2.

Sl. No.	Year	Value of Civil Engg. Works undertaken w.r.t. Projects (Turnkey projects / Item rate contract/%rate contract/Construction works) (Rs. In Crores)
1	2019-20 / 2019	
2	2018-19 / 2018	
3	2017-18 / 2017	
4	2016-17 / 2016	
5	2015-16 / 2015	

3. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 5 years and value thereof is Rs.____Crores (Rupees_____). Further, value updated to the price level of the year indicated in Appendix is as follows:

   Rs. _____ Crores x _____(Updation Factor as per Appendix) = Rs. _____ Crores (Rupees_____)

.... Signature, name and designation of Authorised Signatory For and on behalf of .....(*Name of the* Bidder)	.... Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

To calculate the value of "B"

A table containing value of all the existing commitments and on-going workings to be completed during the next _3_ years (36 months) is as follows:

Sl. No.	Name of Project/Work	Percentage of participation of Bidder in the project	Dater of start / appointed date of project	Value of contract as per Agreement /LOA	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2014-15 price level
				Rs. In Crore	Rs. In Crore	Rs. In Crore		Rs. In Crore
1	2	3	4	5	6	7= (5-6)	8	9 (3x 7 x #)

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
1	2019-20 / 2019	1.00
2	2018-19 / 2018	1.05
3	2017-18 / 2017	1.10
4	2016-17 / 2016	1.15
5	2015-16 / 2015	1.20

The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of said Projects **or** Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s ..... and M/s ....., as on bid due date of this RFP.

.... Signature, name and designation of Authorised Signatory For and on behalf of .....(*Name*	.... Name of the Statutory Auditor's firm: Seal of the audit firm; (Signature, name and designation and Membership No. of authorised signatory)

Date:
Place

General Manager Projects
O.P.J.C.C. Ltd., Bhubaneswar

APPENDIX-IA

Annexure VII

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

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*These guidelines may be modified or substituted by the Government from time to time.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

APPENDIX – II

BANK GUARANTEE FOR BID SECURITY

(Refer Clauses 2.1.6 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, *** **, having its office at *** **, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (and acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the *** ** Project on [EPC] basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** ** (Rupees *** ** only).

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to **our branch at Bhubaneswar ([address of Bhubaneswar Branch]** and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of **claim & make the payment.**

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ..... its ..... and authorised official.

(Signature of the Authorised Signatory)
(Official-Seal)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

APPENDIX-III

Format for Power of Attorney for signing of BID

(Refer Clause 2.1.8)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and executant Mr./ Ms (name), ... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....
(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of
Partnership firm

Witnesses:
1.
2.

Accepted

.....
(Signature)
(Name, Title and Address of the Attorney)

(Notarised)
Person identified by me/ personally appeared before me/
Attested/ Authenticated*
(*Notary to specify as applicable)
(Signature Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:.....

Appendix-III contd...

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Deleted.*

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

APPENDIX-IV

Format for Power of Attorney for Lead Member of Joint Venture

(Refer Clause 2.1.9)

Whereas the ***** ("the Authority") has invited BIDs from prequalified applicants for the ***** Project (the "Project").

Whereas, ..., ..., and ..... (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ... having our registered office at ....., M/s. ..... having our registered office at ..., M/s. ... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ..... Having its registered office at ....., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub -delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

RAMKIT-CHEVROA (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For ..... (Signature) ..... (Name & Title)	For ..... (Signature) ..... (Name & Title)	For ..... (Signature) ..... (Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:
1.
2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Deleted.*

RANJIT-DHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

APPENDIX V

Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.1.9 & 2.1.15(g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

AMONGST

1. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at ..... } and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at .....} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

(A) **[The Managing Director, O.B.&C.C. Ltd, Setu Bhavan, Nayapalli, Bhubaneshwar-751012]** (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**") by its Request for Proposal No. ..... dated .....(the "**RFP**") for award of contract for rehabilitation and augmentation of ***** Project (the "**Project**") through an EPC Contract.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the executants terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

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3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the EPC Contract;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

(c) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

6.Share of work in the Project

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party:
Second Party:
{Third Party :}

Further, the Lead Member shall itself undertake and perform at least 50 (fifty) per cent of the total length of the project highway if the Contract is allocated to the Joint Venture.

7.Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly executant, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been executants by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental executants on, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such

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Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India/Odisha}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:	SECOND PART	THIRD PART
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation
(Address)	(Address)	(Address)

In the presence of:

1..... 2.....

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Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. Deleted.

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Annexure 1

Procedure to participate in online bidding- e-procurement
(Refer Section - 2.14 of ITB)

1. **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. and :

(a) To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.

(b) The tender documents uploaded by the Tender Inviting Officer in the website www.tendersodisha.gov.in will appear in the section of "Active Tender". Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.

(c) Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

(d) If the *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.

1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.

1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the

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original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

1.6. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.

1.7. The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may down load these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to up-load the drawings other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

1.8. Any addendum issued shall be part of the bidding documents and shall be notified in the website www.tendersodisha.gov.in / notice board and through paper publication.

1.8.1. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.

2. **BID SECURITY:** The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written pages of the bid security and up load the same to the system in designated place. The on line bidder shall deposit the original copy of the 'bid security' with in the specified period mentioned in the DTCN (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bid". The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time. Non-submission of bid security with in the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

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3. **FORMAT AND SIGNING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission.The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder can not leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.

3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.

3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

4. **SECURITY OF BID SUBMISSION:**

4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.

4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. **DEADLINE FOR SUBMISSION OF THE BIDS :**

The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

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6. LATE BIDS :

The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

7. MODIFICATION AND WITHDRAWAL OF BIDS :

7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids with in the designated time of receipt, the bid already in the system shall be taken for evaluation.

7.2. In the E-Procurement Portal, with-drawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his with drawl addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using there public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

8.1.1.The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

8.1.2.Each activity is date and time stamped with **user** details. For time stamping, server time is taken as the reference.

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

8.4. During bid opening, the covers containing original financial instruments towards Cost of bid and Bid Security in the form specified in the DTCN, received after last date of receipt of bid and before opening of the bids shall be opened and declared.

General Manager Projects-I

8.4.1. Combined bid security for more than one work is not acceptable.

8.5. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender can not be opened.

8.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.

8.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification Information and other information furnished.

8.5.3. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify to the documents in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation.

8.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit

8.5.5. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

8.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

8.7. After **technical** evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids in the following manner :-

8.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

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8.7.2. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

8.7.3. At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

8.7.4. The responsive bidders' name, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

8.7.5. Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

8.7.6. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

8.7.7. The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

9. CLARIFICATION OF BIDS:

9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.

9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ....) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

Approved for 66 (Sixty Six) pages only

sd/-

Managing Director,
O.B. & C.C. Ltd, Odisha

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

EPC

AGREEMENT

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

E P C

(ENGINEERING PROCUREMENT AND CONSTRUCTION)

DRAFT AGREEMENT

FOR CONSTRUCTION OF 3 KM LONG THREE LANE FLYOVER (ELEVATED CORRIDOR) NEAR JODA TOWN INCLUDING IMPROVEMENT OF ROAD STRETCH OF JODA-BAMBERI SECTION BETWEEN KM 0.000 TO KM 4.875 IN THE DISTRICT OF KEONJHAR IN THE STATE OF ODISHA
ON EPC CONTRACT

MANAGING DIRECTOR, O.B.&C.C. Ltd,
SETU BHAVAN, BHUBANESWAR

General Manager Projects-I
O.B. & C.C. Ltd. Bhubaneshwar

Contents

Part I

Preliminary

Recitals 12

1. DEFINITIONS AND INTERPRETATION 4

1.1 Definitions 4

1.2 Interpretation 4

1.3 Measurements and arithmetic conventions 7

1.4 Priority of agreements and errors/discrepancies 7

1.5 Joint and several liability 8

Part II

Scope of Project

2. SCOPE OF THE PROJECT 10

2.1 Scope of the Project 10

3. OBLIGATIONS OF THE CONTRACTOR 11

3.1 Obligations of the Contractor 11

3.2 Obligations relating to sub-contracts and any other agreements 12

3.3 Deleted 13

3.4 Contractor's personnel 13

3.5 Advertisement on Project Highway 14

3.6 Contractor's care of the Works 14

3.7 Electricity, water and other services 14

3.8 Unforeseeable difficulties 14

4. OBLIGATIONS OF THE AUTHORITY 15

4.1 Obligations of the Authority 15

4.2 Maintenance obligations prior to the Appointed Date 17

4.3 Environmental Clearances 17

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

5. REPRESENTATIONS AND WARRANTIES 18
5.1 Representations and warranties of the Contractor 18
5.2 Representations and warranties of the Authority 19
5.3 Disclosure 20

6. DISCLAIMER 21
6.1 Disclaimer 21

Part III

Construction and Maintenance

7. PERFORMANCE SECURITY 23
7.1 Performance Security 23
7.2 Extension of Performance Security 23
7.3 Appropriation of Performance Security 24
7.4 Release of Performance Security 24
7.5 Retention Money 24

8. RIGHT OF WAY 26
8.1 The Site 26
8.2 Procurement of the Site 26
8.3 Damages for delay in handing over the Site 27
8.4 Site to be free from Encumbrances 28
8.5 Protection of Site from encroachments 29
8.6 Special/temporary Right of Way 29
8.7 Access to the Authority and the Authority's Engineer 29
8.8 Geological and archaeological finds 29

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

9. UTILITIES AND TREES 31
9.1 Existing utilities and roads 31
9.2 Shifting of obstructing utilities 31
9.3 New utilities 31
9.4 Felling of trees 32

10. DESIGN AND CONSTRUCTION OF THE PROJECT HIGHWAY 33
10.1 Obligations prior to commencement of Works 33
10.2 Design and Drawings 35
10.3 Construction of the Project Highway 37
10.4 Maintenance during Construction Period 38
10.5 Extension of time for completion 39
10.6 Incomplete Works 40
10.7 Maintenance Manual 41

11. QUALITY ASSURANCE, MONITORING AND SUPERVISION 42
11.1 Quality of Materials and workmanship 42
11.2 Quality control system 42
11.3.Methodology 43
11.4.Inspection and technical audit by the Authority 43
11.5 External technical audit 43
11.6 Inspection of construction records 43
11.7 Monthly progress reports 43
11.8 Inspection 43
11.9 Samples 44
11.10Tests 44
11.11Examination of work before covering up 45
11.12Rejection 45
11.13Remedial work 45
11.14Delays during construction 46
11.15Quality control records and Documents 46
11.16Video recording 46
11.17Suspension of unsafe Construction Works 47

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

12. COMPLETION CERTIFICATE 48
12.1 Tests on completion 48
12.2 Provisional Certificate 48
12.3 Completion of remaining Works 50
12.4 Completion Certificate 50
12.5 Rescheduling of Tests 50

13. CHANGE OF SCOPE 51
13.1 Change of Scope 51
13.2 Procedure for Change of Scope 51
13.3 Payment for Change of Scope 53
13.4 Restrictions on Change of Scope 53
13.5 Power of the Authority to undertake works 53

14. MAINTENANCE 55
14.1 Maintenance obligations of the Contractor 55
14.2 Maintenance Requirements 56
14.3 Maintenance Programme 56
14.4 Safety, vehicle breakdowns and accidents 56
14.5 Lane closure 57
14.6 Reduction of payment for non-performance of Maintenance obligations 57
14.7 Authority's right to take remedial measures 57
14.8 Restoration of loss or damage to Project Highway 58
14.9 Overriding powers of the Authority 58

15. SUPERVISION AND MONITORING DURING MAINTENANCE 59
15.1 Inspection by the Contractor 59
15.2 Inspection and payments 59
15.3 Tests 60
15.4 Reports of unusual occurrence 60

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

16. TRAFFIC REGULATION 61
16.1 Traffic regulation by the Contractor 61

17. DEFECTS LIABILITY 62
17.1 Defects Liability Period 62
17.2 Remedying Defects 62
17.3 Cost of remedying Defects 62
17.4 Contractor's failure to rectify Defects 63
17.5 Contractor to search cause 63
17.6.Extension of Defects Liability Period 63

18. AUTHORITY'S ENGINEER 64
18.1 Appointment of the Authority's Engineer 64
18.2 Duties and authority of the Authority's Engineer 64
18.3 Delegation by the Authority's Engineer 65
18.4 Instructions of the Authority's Engineer 65
18.5 Determination by the Authority's Engineer 66
18.6 Remuneration of the Authority's Engineer 66
18.7 Termination of the Authority's Engineer 66

PART IV
Financial Covenants

19. PAYMENTS 68
19.1 Contract Price 68
19.2 Advance Payment 68
19.3 Procedure for estimating the payment for the Works 70
19.4 Stage Payment Statement for Works 70
19.5 Stage Payment for Works 71
19.6 Monthly Maintenance Statement of the Project Highway 71
19.7 Payment for Maintenance of the Project Highway 72
19.8 Payment of Damages 72

General Manager Projects-I
G.R. & C.C. Ltd. Bhubaneshwar

19.9 Time of payment and interest 73
19.10.Price adjustment for the Works 73
19.11Restrictions on price adjustment 76
19.12Price adjustment for Maintenance of Project Highway 77
19.13Final Payment Statement 77
19.14Discharge 78
19.15Final Payment Certificate 78
19.16Final payment statement for Maintenance 78
19.17Change in law 79
19.18Correction of Interim Payment Certificates 79
19.19Authority's claims 80
19.20Bonus for early completion 80

20. INSURANCE 84
20.1 Insurance for Works and Maintenance 84
20.2 Notice to the Authority 85
20.3 Evidence of Insurance Cover 85
20.4 Remedy for failure to insure 85
20.5 Waiver of subrogation 86
20.6 Contractor's waiver 86
20.7 Cross liabilities 86
20.8 Accident or injury to workmen 86
20.9 Insurance against accident to workmen 87
20.10Application of insurance proceeds 87
20.11Compliance with policy conditions 87

Part V
Force Majeure and Termination

21. FORCE MAJEURE 89
21.1 Force Majeure 89
21.2 Non-Political Event 89

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

21.3 Indirect Political Event 90
21.4 Political Event 90
21.5 Duty to report Force Majeure Event 91
21.6 Effect of Force Majeure Event on the Agreement 91
21.7 Termination Notice for Force Majeure Event 92
21.8 Termination Payment for Force Majeure Event 92
21.9 Dispute resolution 93
21.10Excuse from performance of obligations 94

22. SUSPENSION OF CONTRACTOR'S RIGHTS 94
22.1 Suspension upon Contractor Default 94
22.2 Authority to act on behalf of Contractor 94
22.3 Revocation of Suspension 94
22.4Termination 95
23. TERMINATION 96
23.1 Termination for Contractor Default 96
23.2 Termination for Authority Default 96
23.3 Termination for Authority's convenience 99
23.4 Requirements after Termination 100
23.5 Valuation of Unpaid Works 100
23.6 Termination Payment 100
23.7 Other rights and obligations of the Parties 100
23.8 Survival of rights 100

PART VI
Other Provisions

24. ASSIGNMENT AND CHARGES 104
24.1 Restrictions on assignment and charges 104
24.2 Hypothecation of Materials or Plant 104

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

25. LIABILITY AND INDEMNITY 105
25.1 General indemnity 105
25.2 Indemnity by the Contractor 105
25.3 Notice and contest of claims 106
25.4 Defence of claims 106
25.5 No consequential claims 107
25.6 Survival on Termination 107
26. DISPUTE RESOLUTION 108
26.1 Dispute Resolution 108
26.2 Conciliation 108
26.3 Arbitration 108
26.4Adjudication by Regulatory Authority, Tribunal or Commission 109
27. MISCELLANEOUS 110
27.1 Governing law and jurisdiction 110
27.2 Waiver of immunity 110
27.3 Delayed payments 110
27.4 Waiver 111
27.5 Liability for review of Documents and Drawings 111
27.6 Exclusion of implied warranties etc 111
27.7 Survival 111
27.8 Entire Agreement 112
27.9 Severability 112
27.10No partnership 112
27.11Third parties 113
27.12Successors and assigns 113
27.13Notices 113
27.14Language 114
27.15Counterparts 114
27.16Confidentiality 114
27.17 Copyright and Intellectual Property rights 114
27.18Limitation of Liability 115

General Manager Projects-I
O.B.A.C.C.I.M. Bhubaneshwar

28. DEFINITIONS 116

28.1 Definitions 116

SCHEDULES
SCHEDULE - A

SITE OF THE PROJECT 127

Site 127

Annex – I: Site 128
Annex – II: Dates for providing Right of way 134
Annex – III: Alignment Plans 135
Annex – IV: Environmental Clearances 146

SCHEDULE - B

Development of Project Highway 147

1. Development of Project Highway 147
2. Project Highway 147
3. Rehabilitation and augmentation 147
4. Specifications and Standards 147
Annex – I: Description of Three-Laning 148
Annex – II: Project Highway Land Description 166

SCHEDULE - C

PROJECT FACILITIES 169

1. Project Facilities 169
2. Description of Project Facilities 169

SCHEDULE - D

SPECIFICATIONS AND STANDARDS 171

1. Project Highway 171
2. Design Standards 171

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Annex - I : Specifications and Standards for Construction 172
1.Specifications and Standards 172
2.Deviations from the Specifications and Standards 172

SCHEDULE - E

MAINTENANCE REQUIREMENTS 173
1.Maintenance Requirements 173
2.Repair/rectification of Defects and deficiencies 173
3.Other Defects and deficiencies 173
4.Extension of time limit 173
5.Emergency repairs/restoration 174
6.Daily inspection by the Contractor 174
7.Pre-monsoon inspection / Post-monsoon inspection 174
8.Repairs on account of natural calamities .....
Annex - I : Repair/rectification of Defects and deficiencies 175

SCHEDULE - F

APPLICABLE PERMITS 179
1.Applicable Permits 179

SCHEDULE - G

FORM OF BANK GUARANTEE 180
Annex-I: Performance Security 180
Annex – II: Form for Guarantee for Withdrawal of Retention Money 183
Annex – III: Form for Guarantee for Advance Payment 186

SCHEDULE - H

Contract Price Weightages 190

SCHEDULE - I
DRAWINGS 191
1.Drawings 191
2.Additional Drawings 191

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Annex – I : List of Drawings 192

SCHEDULE - J

PROJECT COMPLETION SCHEDULE 193

1.Project Completion Schedule 193

2.Project Milestone-I 193

3.Project Milestone-II 193

4.Project Milestone-III 193

5.Scheduled Completion Date 194

6.Extension of time 194

SCHEDULE - K

Tests on Completion 195

1.Schedule for Tests 195

2.Tests 195

3.Agency for conducting Tests 196

4.Completion Certificate 196

SCHEDULE - L

PROVISIONAL CERTIFICATE 197

COMPLETION CERTIFICATE 198

SCHEDULE - M

PAYMENT REDUCTION FOR NON-COMPLIANCE 199

1.Payment reduction for non-compliance with the Maintenance Requirements 199

2.Percentage reductions in lump sum payments 199

SCHEDULE - N

SELECTION OF AUTHORITY'S ENGINEER 201

1.Selection of Authority's Engineer 201

2.Terms of Reference 201

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

3.Appointment of Government entity as Authority's Engineer 201

Annex – I Terms of Reference For Authority's Engineer 202

SCHEDULE - O

Forms of Payment Statements 209

1.Stage Payment Statement for Works 209

2.Monthly Maintenance Payment Statement 209

3.Contractor's claim for Damages 209

SCHEDULE - P

INSURANCE 210

1.Insurance during Construction Period 210

2.Insurance for Contractor's Defects Liability 210

3.Insurance against injury to persons and damage to property 210

4.Insurance to be in joint names 211

SCHEDULE - Q

TERMS OF REFERENCE FOR

Engineering aspects of survey, investigation & design 212

1. Brief Tasks to be Carried out at Design Stage
2. Detail Scope of Work
3. Time Period for the Design
4. Schedule for Completion of Design
5. Services to be Provided by the Authority
6. Final Output, Reports & Drawings

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Part I

Preliminary

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

THIS AGREEMENT[1] is entered into on this the …….. day of ……, 20…..

BETWEEN

[The Managing Director, Odisha Bridge & Construction Corporation Limited, Setu Bhavan, Bhubaneswar, Odisha, the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns of One Part;

AND

{----------.}[2] means the selected bidder[3] having its registered office at ……., (hereinafter referred to as the "**Contractor**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

WHEREAS:

(A) [The Government of Odisha] had entrusted to the Authority [the development, maintenance and management of "**Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of joda-bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the state of Odisha"** with three lane 11.00 m wide carriage way width without footpath with Crash Barrier having approximate bridge proper length of 2775.00 m and on both side approach road. In case of both side approaches, for Joda side - 91.060 m approach road, Bamberi side – 113.940 m approach road. In addition to above, provision for three Hume Pipe Culverts with one row of 1200 mm Dia. at km 1.730, km 1.933, km 2.667 and one box culvert of size 2x2 m at km 3.690, two nos of minor bridge of span 2x18 m and service road and road side drains of length 5.960 km (detail specification as per RFP) on Engineering, Procurement, Construction
("**EPC**") basis

(B) The Authority had resolved for "**Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the state of Odisha"** with three lane 11.00 m wide carriage way width without footpath with Crash Barrier having approximate bridge proper length of 2775.00 m

---

[1] Serially numbered footnotes in this Agreement are for guidance of the Authority and should be omitted from the draft Agreement forming part of Bid Documents. Footnotes marked "$" shall be retained in the draft Agreement.

[2] All provisions enclosed in curly parenthesis shall be retained in the Bid Documents and shall be modified as required after the selected bidder has been identified.

[3] Refers to the single entity or the lead member of the consortium/joint venture, which is the selected bidder under the RFP.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

and on both side approach road. In case of both side approaches, for Joda side - 91.060 m approach road, Bamberi side – 113.940 m approach road. In addition to above, provision for three Hume Pipe Culverts with one row of 1200 mm Dia. at km 1.730, km 1.933, km 2.667 and one box culvert of size 2x2 m at km 3.690, two nos of minor bridge of span 2x18 m and service road and road side drains of length 5.960 km. (detail specification as per RFP) on Engineering, Procurement, Construction ("**EPC**") basis in accordance with the terms and conditions to be set forth in an agreement to be entered into.

(C) The Authority had accordingly invited proposals by its RFP Identification **No.** ------ ----------(the "**Request for Proposal" or "RFP**") for Evaluation of bidders for EPC Contract of the above referred Project.

(D) The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "**Request for Proposals**" or "**RFP**") from the bidders meeting the eligibility and qualifying criteria of RFP document for undertaking the Project.

(E) After evaluation of the bids received, the Authority had accepted the bid of the selected bidder and issued its Letter of Acceptance No. …….. dated …….. (hereinafter called the "**LOA**") to the selected bidder for the construction of the referred flyover at Joda town in the district of Keonjhar at the contract price specified hereinafter, requiring the selected bidder to inter alia:

(i) deliver to the Authority a legal opinion from the legal counsel of the selected bidder with respect to the authority of the selected bidder to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA; and

(ii) execute this Agreement within 15 (fifteen) days of the date of issue of LOA.

(F) The Contractor has fulfilled the requirements specified in Recital (E) above;

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Authority hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree as follows:

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 1

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 28) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of Odisha / India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;

(f) references to "construction" or "building" include, unless the context otherwise requires, survey and investigation, design, developing, engineering, procurement, supply of plant, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, testing, and commissioning of the Project Highway, including

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the construction and "construct" or "build" shall be construed accordingly;

(g) references to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto during the Construction Period, and "develop" shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to that according to Indian standard time;

(i) any reference to day shall mean a reference to a calendar day;

(j) references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in [Odisha] are generally open for business;

(k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(l) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

(m) 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; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(n) the words importing singular shall include plural and vice versa;

(o) references to any gender shall include the other and the neutral gender;

(p) "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

(q) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(r) references to the "winding-up", "dissolution", "insolvency", or "reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up,

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

reorganisation, dissolution, arrangement, protection or relief of debtors;

(s) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(t) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Authority's Engineer shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the Authority's Engineer, as the case may be, in this behalf and not otherwise;

(u) the Schedules and Recitals 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;

(v) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;

(w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and

(x) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Contractor to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with its comments and/or approval, it shall be entitled to retain two copies thereof.

General Manager Projects-I
O.S. & C.C. Ltd., Bhubaneshwar

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements and errors/discrepancies

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) this Agreement; and

(b) all other agreements and documents forming part hereof or referred to herein; i.e. this Agreement at (a) above shall prevail over the agreements and documents at (b).

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.

General Manager Projects-I
O.B. & C.C. Ltd. Bhubaneshwar

1.5 Joint and several liability

1.5.1 If the Contractor has formed a Consortium of two or more persons for implementing the Project:

(a) these persons shall, without prejudice to the provisions of this Agreement, be deemed to be jointly and severally liable to the Authority for the performance of the Agreement; and

(b) the Contractor shall ensure that no change in the composition of the Consortium is effected without the prior consent of the Authority.

1.5.2 Without prejudice to the joint and several liability of all the members of the Consortium, the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Contractor. The Contractor shall ensure that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the *inter se* allocation of payments among members of the Consortium.}[$]

[$]This Clause 1.5 may be omitted if the Contractor is not a Consortium. Even if the Contractor is a Consortium, the Authority may, at its discretion, delete this provision.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Part II

Scope of Project

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 2

2. SCOPE OF THE PROJECT

2.1 Scope of the Project

Under this Agreement, the scope of the Project (the "**Scope of the Project**") shall mean and include:

(a) **Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar** set forth in Schedule-A (Project) and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;

(b) maintenance of the Project in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-E; and

(c) performance and fulfilment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 3

OBLIGATIONS OF THE CONTRACTOR

3.1 Obligations of the Contractor

3.1.1 Subject to and on the terms and conditions of this Agreement, the Contractor shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project Highway and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

3.1.2 The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

3.1.3 Subject to the provisions of Clauses 3.1.1 and 3.1.2, the Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

3.1.4 The Contractor shall remedy any and all loss or damage to the Project Highway from the Appointed Date until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority.

3.1.5 The Contractor shall remedy any and all loss or damage to the Project Highway during the Defects Liability Period at the Contractor's cost to the extent that such loss or damage shall have arisen out of the reasons specified in Clause 17.3.

3.1.6 The Contractor shall remedy any and all loss or damage to the Project Highway during the Maintenance Period at the Contractor's cost, including those stated in Clause 14.1.2, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Authority or on account of a Force Majeure Event.

3.1.7 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits set forth in Schedule-F and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for Materials, methods, processes and systems used or incorporated into the Project Highway;

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement;

(d) ensure and procure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Contractor's obligations under this Agreement;

(e) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

(f) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;

(g) ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice;

(h) keep, on the Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents relating to the Project, and Change of Scope Orders and other communications given under this Agreement. The Authority's Engineer and its authorised personnel shall have the right of access to all these documents at all reasonable times;

(i) cooperate with other contractors employed by the Authority and personnel of any public authority; and

(j) not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Authority or of others.

3.1.8 The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test the Works.

3.2 Obligations relating to sub-contracts and any other agreements

3.2.1 The Contractor shall not sub-contract any Works in more than 50% (fifty per cent) of the total length of the Project Highway and shall carry out Works directly under its own supervision and through its own personnel in at least 50% (fifty per cent) of the total length of the Project Highway. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labour, as the case may be, for such Works. For the avoidance of doubt, the Parties agree that the Contractor may sub-divide the aforesaid length of **50%** (fifty per cent) in no more than

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

5 (five) sections of the Project Highway. The Parties further agree that all obligations and liabilities under this Agreement for the entire project Highway shall at all times remain with the Contractor. {The Parties also agree that obligation of the Contractor to carry out Works directly in at least 50% (fifty per cent) of the total length of the Project Highway shall be discharged solely by the Lead Member.}[5]

3.2.2. In the event any sub-contract for Works, or the aggregate of such sub-contracts with any Sub-contractor, exceeds 5% (five percent) of the Contract Price, the Contractor shall communicate the name and particulars, including the relevant experience of the sub-contractor, to the Authority prior to entering into any such sub-contract. The Authority shall examine the particulars of the sub-contractor from the national security and public interest perspective and may require the Contractor, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, not to proceed with the sub-contract, and the Contractor shall comply therewith.

3.2.3 In the event any sub-contract referred to in Clause 3.2.2 relates to a sub-contractor who has, over the preceding 3 (three) years, not undertaken at least one work of a similar nature with a contract value exceeding 40% (forty per cent) of the value of the sub-contract to be awarded hereunder and received payments in respect thereof for an amount equal to at least such 40% (forty per cent), the Authority may, no later than 15 (fifteen) business days from the date of receiving the communication from the Contractor, require the Contractor not to proceed with such sub-contract, and the Contractor shall comply therewith.

3.2.4 It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the agreements with its Sub-contractors or any other agreement that may be entered into by the Contractor, and no default under any such agreement shall excuse the Contractor from its obligations or liability hereunder.

3.3 DELETED

3.4 Contractor's personnel

3.4.1 The Contractor shall ensure that the personnel engaged by it or by its Sub-contractors in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.

[5] May be deleted if the Contractor is not a Consortium.

General Manager Projects-I
O.R.S.C.C. Ltd. Bhubaneshwar

3.4.2 The Authority's Engineer may, for reasons to be specified in writing, direct the Contractor to remove any member of the Contractor's or Sub-contractor's personnel. Provided that any such direction issued by the Authority's Engineer shall specify the reasons for the removal of such person.

3.4.3 The Contractor shall on receiving such a direction from the Authority's Engineer order for the removal of such person or persons with immediate effect. It shall be the duty of the Contractor to ensure that such persons are evicted from the Site within 10 (ten) days of any such direction being issued in pursuance of Clause 3.4.2. The Contractor shall further ensure that such persons have no further connection with the Works or Maintenance under this Agreement. The Contractor shall then appoint (or cause to be appointed) a replacement.

3.5 Advertisement on Project Highway

The Project Highway or any part thereof shall not be used in any manner to advertise any commercial product or services.

3.6 Contractor's care of the Works

The Contractor shall bear full risk in and take full responsibility for the care of the Works, and of the Materials, goods and equipment for incorporation therein, from the Appointed Date until the date of Provisional Certificate (with respect to the Works completed prior to the issuance of the Provisional Certificate) and/or Completion Certificate (with respect to the Works referred to in the Punch List), save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Authority.

3.7 Electricity, water and other services

The Contractor shall be responsible for procuring of all power, water and other services that it may require.

3.8 Unforeseeable difficulties

Except as otherwise stated in the Agreement:

(a) the Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works;

(b) the Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs; and

(c) the Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs.

General Manager Projects-I
OB & CC Ltd. Bhubaneshwar

ARTICLE 4

OBLIGATIONS OF THE AUTHORITY

4.1 Obligations of the Authority

4.1.1 The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.1.2 The Authority shall be responsible for the correctness of the Scope of the Project, Project Facilities, Specifications and Standards and the criteria for testing of the completed Works.

4.1.3 The Authority shall provide to the Contractor:

(a) upon receiving the Performance Security under Clause 7.1.1, the Right of Way in accordance with the provisions of Clauses 8.2 and 8.3,within a period of 15 (fifteen) days from the date of this Agreement, on no less than 90% (ninety per cent) of the total length of the Project Highway;

(b) approval of the general arrangement drawings (the "**GAD**") from railway authorities to enable the Contractor to construct road over-bridges/ under-bridges at level crossings on the Project Highway in accordance with the Specifications and Standards, and subject to the terms and conditions specified in such approval, within a period of 60 (sixty) days from the Appointed Date, and reimbursement of all the costs and expenses paid by the Contractor to the railway authorities for and in respect of the road over-bridges/under bridges; and[4]

(c) all environmental clearances as required under Clause 4.3.[5]

4.1.4 Delay in providing the Right of Way or approval of GAD by Railway authorities, as the case may be, in accordance with the provisions of Clause 4.1.3 shall entitle the Contractor to Damages in a sum calculated in accordance with the provisions of Clause 8.3 of this Agreement and Time Extension in accordance with the provisions of Clause 10.5 of this Agreement. For the avoidance of doubt, the Parties agree that the Damages for delay in approval of GAD by the railway authorities for a particular road over-bridge/under-bridge shall be deemed to be equal to the Damages payable under the provisions of Clause 8.3 for delay in providing Right of Way for a length of 2 (two) kilometre for each such road over-bridge/under-bridge.

[4] Clause (b) may be omitted if the Project does not include a road over-bridge/under-bridge.

[5] Clause 4.1.3 (c) may be suitably modified in the event that all the environmental clearances for the Project Highway have been received or are not required. It should be clearly stated that all the environmental clearances for the Project Highway have been received; or such environmental clearances for the Project Highway are not required.

General Manager Projects-I

4.1.5 Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that the aggregate Damages payable under Clauses 4.1.4, 8.3and 9.2 shall not exceed 1% (one per cent) of the Contract Price. For the avoidance of doubt, the Damages payable by the Authority under the aforesaid Clauses shall not be additive if they arise concurrently from more than one cause but relate to the same part of the Project Highway.

Both the parties agree that payment of these Damages shall be full and final settlement of all claims of the Contractor and such compensation shall be the sole remedy against delays of the Authority and both parties further agree this as final cure against delays of the Authority.

4.1.6 The Authority agrees to provide support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

(a) upon written request from the Contractor, and subject to the Contractor complying with Applicable Laws, provide reasonable support to the Contractor in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project;

(b) upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable than those generally available to commercial customers receiving substantially equivalent services;

(c) procure that no barriers that would have a material adverse effect on the works are erected or placed on or about the Project Highway by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;

(d) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

(e) support, cooperate with and facilitate the Contractor in the implementation of the Project in accordance with the provisions of this Agreement; and

(f) upon written request from the Contractor and subject to the provisions of Clause 3.3, provide reasonable assistance to the Contractor and any expatriate personnel of the Contractor or its Sub-contractors to obtain applicable visas and work permits for the purposes of discharge by the Contractor or its Sub-contractors of their obligations under this Agreement and the agreements with the Sub-contractors.

General Manager Projects-I

4.2 Maintenance obligations prior to the Appointed Date

The Authority shall, prior to the Appointed Date, maintain the Project Highway, at its own cost and expense, so that its traffic worthiness and safety are at no time materially inferior as compared to its condition 10 (ten) days prior to the last date for submission of the Bid, and in the event of any material deterioration or damage other than normal wear and tear, undertake repair thereof. For the avoidance of doubt, the Authority shall undertake only routine maintenance prior to the Appointed Date, and it shall undertake special repairs only in the event of excessive deterioration or damage caused due to unforeseen events such as floods or earthquake.

4.3 Environmental Clearances

The Authority represents and warrants that the environmental clearances required for construction of the Project shall be procured by the Authority prior to the date of issue of LOA. For the avoidance of doubt, the present status of environmental clearances is specified in Schedule-A.[6]

[6]Clause 4.3 may be suitably modified in the event that all the environmental clearances for the Project Highway have been received or are not required. It should be clearly stated that all the environmental clearances for the Project Highway have been received; or such environmental clearances for the Project Highway are not required.

General Manager Projects-I
O.B. & C.C. Ltd. Bhubaneshwar

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties of the Contractor

The Contractor represents and warrants to the Authority that:

(a) it is duly organised and validly existing under the laws of Odisha /India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and/or other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(d) it is subject to the laws of Odisha/ India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;

(e) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

General Manager Projects-I

(h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(j) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

(l) all information provided by the {selected bidder/ members of the Consortium} in response to the Request for Qualification and Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

(m) nothing contained in this Agreement shall create any contractual relationship or obligation between the Authority and any Sub-contractors, designers, consultants or agents of the Contractor.

5.2 Representations and warranties of the Authority

The Authority represents and warrants to the Contractor that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(c) it has the financial standing and capacity to perform its obligations under this Agreement;

(d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

(f) it has complied with Applicable Laws in all material respects;

(g) it has good and valid right to the Site and has the power and authority to grant the Right of Way in respect thereof to the Contractor; and

(h) it has procured Right of Way and environment clearances such that the Contractor can commence construction forthwith on 90% (ninety per cent) of the total length of the Project Highway.

5.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 6

DISCLAIMER

6.1 Disclaimer

6.1.1 The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposal, Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, suitability and availability of access routes to the Site and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 4.1.2 and Clause 5.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Contractor confirms that it shall have no claim whatsoever against the Authority in this regard.

6.1.2 The Contractor acknowledges and hereby accepts to have satisfied itself as to the correctness and sufficiency of the Contract Price.

6.1.3 The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 6.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Contractor, or any person claiming through or under any of them, and shall not lead to any adjustment of Contract Price or Scheduled Completion Date.

6.1.4 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 6.1.1 above shall not vitiate this Agreement, or render it voidable.

6.1.5 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 6.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error.

6.1.6 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor; and the Authority shall not be liable in any manner for such risks or the consequences thereof.

General Manager Projects-I
O.B.A.C.C. Ltd. Bhubaneshwar

Part III

Construction and Maintenance

General Manager Projects-I
O.B.&C.C. Ltd. Bhubaneshwar

ARTICLE 7

PERFORMANCE SECURITY

7.1 Performance Security

7.1.1 The Contractor shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority, within 10 (ten) days of the date of the Agreement, an irrevocable and unconditional guarantee from a Bank in the form set forth in Schedule-G (the "Performance Security") for an amount equal to 7.5% (seven and half percent) of the Contract Price. The Performance Security shall be valid up to 60 (sixty) days after the Defects Liability Period. Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Contractor.

7.1.2 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the Performance Security in accordance with the provisions of Clause 7.1.1 and within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 7.1.3, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

7.1.3 In the event the Contractor fails to provide the Performance Security within10 (ten) days of this Agreement, it may seek extension of time for a period not exceeding 20 (twenty) days on payment of Damages for such extended period in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Contract Price for each day until the Performance Security is provided.

7.2 Extension of Performance Security

The Contractor may initially provide the Performance Security for a period of 2 (two) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Authority shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

7.3 Appropriation of Performance Security

7.3.1 Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default.

7.3.2 Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate the Agreement in accordance with Article 23. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 23.

7.4 Release of Performance Security

The Authority shall return the Performance Security to the Contractor within 60 (sixty) days of the later of the expiry of the Maintenance Period or the Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified.

7.5 Retention Money[7]

7.5.1 From every payment for Works due to the Contractor in accordance with the provisions of Clause 19.5, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "**Retention Money**") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.

7.5.2 Upon occurrence of a Contractor's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.

[7]The Authority may, in its discretion, omit Clause 7.5 and in lieu thereof increase the Performance Security under Clause 7.1 from 7.5% (seven point five per cent) to 10% (ten percent).

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

7.5.3 The Contractor may, upon furnishing an irrevocable and unconditional bank guarantee substantially in the form provided at Annex-II of Schedule-G, require the Authority to refund the Retention Money deducted by the Authority under the provisions of Clause 7.5.1. Provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.

7.5.4 Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall discharge the bank guarantees furnished by the Contractor under the provisions of Clause 7.5.3 and refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriated under the provisions of Clause 7.5.2 and the amounts refunded under the provisions of Clause 7.5.3.

7.5.5 The Parties agree that in the event of Termination of this Agreement, the Retention Money and the bank guarantees specified in this Clause 7.5 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment under Clause 23.6.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 8

RIGHT OF WAY

8.1 The Site

The site of the Project Highway (the "**Site**") shall comprise the site described in Schedule-A in respect of which the Right of Way shall be provided by the Authority to the Contractor. The Authority shall be responsible for:

(a) acquiring and providing Right of Way on the Site in accordance with the alignment finalised by the Authority, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement; and

(b) obtaining licences and permits for environment clearance for the Project Highway.

8.2 Procurement of the Site

8.2.1 The Authority Representative and the Contractor shall, within 10 (ten) days of issue of LOA inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Subject to the provisions of Clause 8.2.3, such memorandum shall

have appended thereto an appendix (the "**Appendix**") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been given to the Contractor. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall be deemed to constitute a valid evidence of giving the Right of Way to the Contractor for discharging its obligations under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

Whenever the Authority is ready to hand over any part or parts of the Site included in the Appendix, it shall inform the Contractor, by notice, the proposed date and time such of handing over. The Authority Representative and the Contractor shall, on the date so notified, inspect the specified parts of the Site, and prepare a memorandum containing an inventory of the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site so handed over. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall be deemed to constitute a valid evidence of giving the relevant Right of Way to the Contractor.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

8.2.2 The Authority shall provide the Right of Way to the Contractor in respect of all land included in the Appendix by the date specified in Schedule-A for those parts of the Site referred to therein, or no later than 90 (ninety) days of the Appointed Date for those parts of the Site which have not been specified in Schedule-A, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Contractor, it shall pay to the Contractor, Damages in a sum calculated in accordance with Clause 8.3.

8.2.3 Notwithstanding anything to the contrary contained in this Clause 8.2, the Authority shall specify the parts of the Site, if any, for which Right of Way shall be provided to the Contractor on the dates specified in Schedule-A. Such parts shall also be included in the Appendix prepared in pursuance of Clause 8.2.1. For the avoidance of doubt, the Parties expressly agree that the Appendix shall in no event contain sections of the Project Highway the cumulative length of which exceeds 10% (ten per cent) of the total length of the Project Highway.

8.3 Damages for delay in handing over the Site

8.3.1 In the event the Right of Way to any part of the Site is not provided by the Authority on or before the date(s) specified in Clause 8.2 for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Authority shall pay Damages to the Contractor in a sum calculated in accordance with the following formula for and in respect of those parts of the Site to which the Right of Way has not been provided:

Amount of Damages in Rs. per day per metre = 0.05 x C x 1/L x 1/N

Where

C = the Contract Price; L = length of the Project Highway in metres; and

N = Completion period in days (Appointed Date to Scheduled Completion Date)

In the event that any Damages are due and payable to the Contractor under the provisions of this Clause 8.3.1 for delay in providing the Right of Way, the Contractor shall, subject to the provisions of Clause 10.5, be entitled to Time Extension equal to the period for which the Damages have become due and payable under this Clause 8.3.1, save and except that:

(a) if any delays involve time overlaps, the overlaps shall not be additive; and

(b) such Time Extension shall be restricted only to the Works which are affected by the delay in providing the Right of Way.

For the avoidance of doubt, the Parties expressly agree that the Damages specified hereunder, and the Time Extension specified in Clause 10.5 shall be

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

restricted only to failure of the Authority to provide the Right of Way for and in respect of the width of the roadway, its embankment.

8.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Contractor expressly agrees that Works on all parts of the Site for which Right of Way is granted within 90 (ninety) days of the Appointed Date, or with respect to the parts of the Site provided in Schedule-A, no later than the date(s) specified therein, as the case may be, shall be completed before the Scheduled Completion Date and shall not qualify for any Time Extension under the provisions of Clause 8.3.1.

8.3.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority may at any time withdraw any Works forming part of this Agreement, subject to such Works not exceeding an aggregate value, such value to be determined in accordance with Schedule-H, equal to 10(ten) percent of the Contract Price.

Provided that if any Works cannot be undertaken within the municipal limits of a town or within any area falling in a reserved forest or wildlife sanctuary, as the case may be, because the requisite clearances or approvals for commencing construction of Works therein have not been given within 240 (two hundred and forty) days of the Appointed date, the affected Works shall be deemed to be withdrawn under the provisions of this Clause 8.3.3 unless the Parties agree to the contrary, and such Works shall not be computed for the purposes of the aforesaid ceiling of 10% (ten per cent) hereunder.

8.3.4 In the event of withdrawal of Works under Clause 8.3.3, the Contract Price shall be reduced by an amount equal to 90 (ninety) per cent of the value of the Works withdrawn and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works.

Provided that if any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the work done, as assessed by the Authority's Engineer:

8.4 Site to be free from Encumbrances

Subject to the provisions of Clause 8.2, the Site shall be made available by the Authority to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances. It is further agreed that, unless otherwise specified in this Agreement, the Contractor accepts and

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

8.5 Protection of Site from encroachments

On and after signing the memorandum and/or subsequent memorandum referred to in Clause 8.2.1, and until the issue of the Completion Certificate, the Contractor shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place. During the Construction Period, the Contractor shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Sub-contractor or other person claiming through or under the Agreement to place or create any Encumbrance or security threat over all or any part of the Site or the Project Assets, or on any rights of the Contractor therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement. In the event of any encroachment or occupation on any part of the Site, the Contractor shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its own cost and expenses.

8.6 Special/temporary Right of Way

The Contractor shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Contractor shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project Highway and the performance of its obligations under this Agreement.

8.7 Access to the Authority and the Authority's Engineer

8.7.1 The Right of Way given to the Contractor hereunder shall always be subject to the right of access of the Authority and the Authority's Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

8.7.2 The Contractor shall ensure, subject to all relevant safety procedures, that the Authority has un-restricted access to the Site during any emergency situation, as decided by the Authority's Engineer.

8.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen

General Manager Projects-I
OR&CC Ltd. Bhubaneshwar

or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

General Manager Projects-I
OB&CC Ltd. Bhubaneshwar

ARTICLE 9

UTILITIES AND TREES

9.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the authority of the controlling body of that road, right of way or utility.

9.2 Shifting of obstructing utilities

The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, cause shifting of any utility (including electric lines, water pipes and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. The actual cost of such shifting, as approved and communicated by the entity owning the utility, shall be paid by the Contractor and reimbursed by the Authority to the Contractor on certification by the entity owning such utility that the work has been satisfactorily executed by the Contractor. In the event of any delay in such shifting by the entity owning the utility beyond a period of 180 (one hundred and eighty) days from the date of notice by the Contractor to the entity owning the utility and to the Authority, the Contractor shall be entitled to Damages in a sum calculated in accordance with the formula specified in Clause 8.3.1 for the period of delay, and to Time Extension in accordance with Clause 10.5 for and in respect of the part(s) of the Works affected by such delay; provided that if the delays involve any time overlaps, the overlaps shall not be additive.

9.3 New utilities

9.3.1 The Contractor shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Contractor, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause 9.3 shall not in any manner relieve the Contractor of its obligation to construct and maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith at the cost of the Authority.

9.3.2 The Authority may, by notice, require the Contractor to connect any adjoining road to the Project Highway, and the connecting portion thereof

General Manager Projects-I
OR&CC Ltd. Bhubaneshwar

falling within the Site shall be constructed by the Contractor at the Authority's cost in accordance with Article 10.

9.3.3 The Authority may by notice require the Contractor to connect, through a paved road, any adjoining service station, hotel, motel or any other public facility or amenity to the Project Highway, whereupon the connecting portion thereof that falls within the Site shall be constructed by the Contractor on payment of the cost. The cost to be paid by the Authority to the Contractor shall be determined by the Authority's Engineer. For the avoidance of doubt, in the event such road is to be constructed for the benefit of any entity, the Authority may require such entity to make an advance deposit with the Contractor or the Authority, as the case may be, of an amount equal to the estimated cost as determined by the Authority's Engineer and such advance shall be adjusted against the cost of construction as determined by the Authority's Engineer hereunder.

9.3.4 In the event the construction of any Works is affected by a new utility or works undertaken in accordance with this Clause 9.3, the Contractor shall be entitled to a reasonable Time Extension as determined by the Authority's Engineer.

9.4 Felling of trees

The Authority shall assist the Contractor in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the construction or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Contractor; it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the Authority within the time specified in the Agreement.

General Manager Projects-I
O.R.S.C.C. Ltd. Bhubaneshwar

ARTICLE 10

DESIGN AND CONSTRUCTION OF THE PROJECT HIGHWAY

10.1 Obligations prior to commencement of Works

10.1.1 Within 20 (twenty) days of the Appointed Date, the Contractor shall:

(a) appoint its representative, duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(b) appoint a design director (the "**Design Director**") who will head the Contractor's design unit and shall be responsible for surveys, investigations, collection of data, and preparation of preliminary and detailed designs;

(c) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and

(d) make its own arrangements for quarrying of materials needed for the Project Highway under and in accordance with the Applicable Laws and Applicable Permits.

10.1.2 The Authority shall, within 15 (fifteen) days of the date of this Agreement, appoint an engineer (the "**Authority's Engineer**") to discharge the functions and duties specified in this Agreement, and shall notify to the Contractor the name, address and the date of appointment of the Authority's Engineer forthwith.

10.1.3 Within 30 (thirty) days of the Appointed Date, the Contractor shall submit to the Authority and the Authority's Engineer a programme (the "**Programme**") for the Works, developed using networking techniques giving the following details:

Part I Contractor's organisation for the Project, the general methods and arrangements for design and construction, environmental management plan, Quality Assurance Plan including design quality plan, traffic management and safety plan covering safety of users and workers during construction, Contractor's key personnel and equipment.

Part II Programme for completion of all stages of construction given in Schedule-H and Project Milestones of the Works as specified in Project Completion Schedule set forth in Schedule-J. The Programme shall include:

General Manager Projects-I
O.B. & C.C. Ltd. Dhaka

(a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of design and stages of Works;

(b) the periods for reviews under Clause 10.2;

(c) the sequence and timing of inspections and tests specified in this Agreement.

The Contractor shall submit a revised programme whenever the previous programme is inconsistent with the actual progress or with the Contractor's obligations.

Part III Monthly cash flow forecast.

10.1.4 The Contractor shall compute, on the basis of the Drawings prepared in accordance with Clause 10.2.4, and provide to the Authority's Engineer, the length, area and numbers, as the case may be, in respect of the various items of work specified in Schedule-H and comprising the Scope of the Project. The Parties expressly agree that these details shall form the basis for estimating the interim payments for the Works in accordance with the provisions of Clause 19.3. For the avoidance of doubt, the sum of payments to be computed in respect of all the items of work shall not exceed the Contract Price, as may be adjusted in accordance with the provisions of this Agreement.

10.1.5 The Contractor shall appoint a safety consultant (the "**Safety Consultant**") to carry out safety audit at the design stage of the Project Highway in accordance with the Applicable Laws and Good Industry Practice. The Safety Consultant shall be appointed after proposing to the Authority a panel of three names of qualified and experienced firms from whom the Authority may choose one to be the Safety Consultant. Provided, however, that if the panel is not acceptable to the Authority and the reasons for the same are furnished to the Contractor, the Contactor shall propose to the Authority a revised panel of three names from the firms empanelled as safety consultants by the [Ministry of Road Transport and Highways] for obtaining the consent of the Authority. The Contractor shall also obtain the consent of the Authority for the key personnel of the Safety Consultant who shall have adequate experience and qualifications in safety audit of the highway projects. The Authority shall, within 15 (fifteen) days of receiving a proposal from the Contractor hereunder, convey its decision, with reasons, to the Contractor, and if no such decision is conveyed within the said period, the Contractor may proceed with engaging of the Safety Consultant.

10.1.6 The safety audit pursuant to Clause 10.1.5 shall be carried out by the Safety Consultant in respect of all such design details that have a bearing on safety of Users as well as pedestrians and animals involved in or associated with accidents. The recommendations of the Safety Consultant shall be incorporated in the design of the Project Highway and the Contractor shall forward to the Authority's Engineer a certificate to this effect together with

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

the recommendations of the Safety Consultant. In the event that any works required by the Safety Consultant shall fall beyond the scope of Schedule-B, Schedule-C or Schedule-D, the Contractor shall make a report thereon and seek the instructions of the Authority for Change in Scope. For the avoidance of doubt, the Safety Consultant to be engaged by the Contractor shall be independent of the design and implementation team of the Contractor.

10.2 Design and Drawings

10.2.1 Design and Drawings shall be developed in conformity with the Specifications and Standards set forth in Schedule-D. In the event, the Contractor requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such section shall be provided for review of the Authority's Engineer.

10.2.2 The Contractor shall appoint a proof check consultant (the "**Proof Consultant**") after proposing to the Authority a panel of three names of qualified and experienced firms from whom the Authority may choose one to be the Proof Consultant. Provided, however, that if the panel is not acceptable to the Authority and the reasons for the same are furnished to the Contractor, the Contactor shall propose to the Authority a revised panel of three names from the firms empanelled as proof consultants by the [Ministry of Road Transport and Highways] for obtaining the consent of the Authority. The Contractor shall also obtain the consent of the Authority for two key personnel of the Proof Consultant who shall have adequate experience and qualifications in highways and bridges respectively. The Authority shall, within 15 (fifteen) days of receiving a proposal from the Contractor hereunder, convey its decision, with reasons, to the Contractor, and if no such decision is conveyed within the said period, the Contractor may proceed with engaging of the Proof Consultant.

10.2.3 The Proof Consultant shall:

(a) evolve a systems approach with the Design Director so as to minimise the time required for final designs and construction drawings; and

(b) proof check the detailed calculations, drawings and designs, which have been approved by the Design Director.

10.2.4 In respect of the Contractor's obligations with respect to the design and Drawings of the Project Highway as set forth in Schedule-I, the following shall apply:

(a) The Contractor shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three copies each of the design and Drawings, duly certified by the Proof Consultant, to the Authority's Engineer for review. Provided, however, that in respect of Major Bridges and

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Structures, the Authority's Engineer may require additional drawings for its review in accordance with Good Industry Practice.

(b) by submitting the Drawings for review to the Authority's Engineer, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws;

(c) within 15 (fifteen) days of the receipt of the Drawings, the Authority's Engineer shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Authority's Engineer on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and may begin or continue Works at its own discretion and risk; Provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days;

(d) if the aforesaid observations of the Authority's Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Contractor in conformity with the provisions of this Agreement and resubmitted to the Authority's Engineer for review. The Authority's Engineer shall give its observations, if any, within 10 (ten) days of receipt of the revised Drawings. In the event the Contractor fails to revise and resubmit such Drawings to the Authority's Engineer for review as aforesaid, the Authority's Engineer may withhold the payment for the affected works in accordance with the provisions of Clause 19.5.4. If the Contractor disputes any decision, direction or determination of the Authority's Engineer hereunder, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure;

(e) no review and/or observation of the Authority's Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Authority's Engineer or the Authority be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any review under this Article 10;

(f) the Contractor shall be responsible for delays in submitting the Drawing as set forth in Schedule-I caused by reason of delays in

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

surveys and field investigations, and shall not be entitled to seek any relief in that regard from the Authority; and

(g) the Contractor warrants that its designers, including any third parties engaged by it, shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the Authority against any damage, expense, liability, loss or claim, which the Authority might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.

10.2.5 Any cost or delay in construction arising from review by the Authority's Engineer shall be borne by the Contractor.

10.2.6 Works shall be executed in accordance with the Drawings provided by the Contractor in accordance with the provisions of this Clause 10.2 and the observations of the Authority's Engineer thereon as communicated pursuant to the provisions of Clause 10.2.4 (d). Such Drawings shall not be amended or altered without prior written notice to the Authority's Engineer. If a Party becomes aware of an error or defect of a technical nature in the design or Drawings, that Party shall promptly give notice to the other Party of such error or defect.

10.2.7 Within 90 (ninety) days of the Project Completion Date, the Contractor shall furnish to the Authority and the Authority's Engineer a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities.

10.3 Construction of the Project Highway

10.3.1 The Contractor shall construct the Project Highway as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The 915th (Nine hundred and fifteen) day from the Appointed Date shall be the scheduled completion date (the "**Scheduled Completion Date**")and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.

10.3.2 The Contractor shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-J. In the event that the Contractor fails to achieve any Project Milestone or the Scheduled Completion Date within a period of 30 (thirty) days from the date set forth in Schedule-J, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day reckoned from the date specified in Schedule –J and until such Project Milestone is achieved or the Works are completed; provided that if the period for any or all Project Milestones or the Scheduled Completion Date is extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-J shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-J has been amended as above; provided further that in the event the Works are completed within or before the Scheduled Completion Date including any Time Extension, applicable for that work or section, the Damages paid under this Clause 10.3.2 shall be refunded by the Authority to the Contractor, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 10.3.2 shall be without prejudice to the rights of the Authority under this Agreement including the right of Termination thereof. The Parties further agree that Time Extension hereunder shall only be reckoned for and in respect of the affected works as specified in Clause 10.5.2.

10.3.3 The Authority shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 10.3. provided that no deduction on account of Damages shall be effected by the Authority without notifying the Contractor of its decision to impose the Damages, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice. The Parties expressly agree that the total amount of Damages under Clause 10.3.2 shall not exceed 10% (ten percent) of the Contract Price.

10.4 Maintenance during Construction Period

During the Construction Period, the Contractor shall maintain, at its cost, the existing lane(s) of the Project Highway so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition 10 (ten) days prior to the date of this Agreement (as per the video-graphy recorded by the Authority) , and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the Authority's Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the Project Highway. It is further agreed that in the event the Project includes construction of a bypass or tunnel and realignment of the existing carriageway, the Contractor shall maintain the existing highway in such sections until the new Works are open to traffic.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

In the event ,the contractor fails to maintain the existing lanes, then the Authority's Engineer shall issue a 7(seven) days' notice to the contractor to comply the same, failing which the Authority's Engineer will advise the Authority to have the work executed by another agency .The cost so incurred by the Authority for undertaking such work shall, without prejudice to the rights of the Authority to recover Damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Authority from any money due to be paid to the Contractor.

10.5 Extension of time for completion

10.5.1 Without prejudice to any other provision of this Agreement for and in respect of extension of time, the Contractor shall be entitled to extension of time in the Project Completion Schedule (the **"Time Extension")** to the extent that completion of any Project Milestone is or will be delayed by any of the following, namely:

(a) delay in providing the Right of Way, environmental clearances or approval of railway authorities, specified in Clause 4.1.4;

(b) Change of Scope (unless an adjustment to the Scheduled Completion Date has been agreed under Article 13);

(c) occurrence of a Force Majeure Event;

(d) any delay, impediment or prevention caused by or attributable to the Authority, the Authority's personnel or the Authority's other contractors on the Site; and

(e) any other cause or delay which entitles the Contractor to Time Extension in accordance with the provisions of this Agreement.

10.5.2 The Contractor shall, no later than 15 (fifteen) business days from the occurrence of an event or circumstance specified in Clause 10.5.1, inform the Authority's Engineer by notice in writing, with a copy to the Authority, stating in reasonable detail with supporting particulars, the event or circumstances giving rise to the claim for Time Extension in accordance with the provisions of this Agreement. Provided that the period of 15 (fifteen) business days shall be calculated from the date on which the Contractor became aware, or should have become aware, of the occurrence of such an event or circumstance.

Provided further that notwithstanding anything to the contrary contained in this Agreement, Time Extension shall be due and applicable only for the Works which are affected by the aforesaid events or circumstances and shall not in any manner affect the Project Completion Schedule for and in respect of the Works which are not affected hereunder.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

10.5.3 In the event of the failure of the Contractor to issue to the Authority's Engineer a notice in accordance with the provisions of Clause 10.5.2 within the time specified therein, the Contractor shall not be entitled to any Time Extension and shall forfeit its right for any such claims in future. For the avoidance of doubt, in the event of failure of the Contractor to issue notice as specified in this clause 10.5.3, the Authority shall be discharged from all liability in connection with the claim.

10.5.4 The Authority's Engineer shall, on receipt of the claim in accordance with the provisions of Clause 10.5.2, examine the claim expeditiously within the time frame specified herein. In the event the Authority's Engineer requires any clarifications to examine the claim, the Authority's Engineer shall seek the same within 15 (fifteen) days from the date of receiving the claim. The Contractor shall, on receipt of the communication of the Authority's Engineer requesting for clarification, furnish the same to the Authority's Engineer within 10 (ten) days thereof. The Authority's Engineer shall, within a period of 60 (sixty) days from the date of receipt of such clarifications, forward in writing to the Contractor its determination of Time Extension.

Provided that when determining each extension of time under this Clause 10.5, the Authority's Engineer shall review previous determinations and may increase, but shall not decrease, the total Time Extension.

10.5.5 If the event or circumstance giving rise to the notice has a continuing effect:

(a) a fully detailed claim shall be considered as interim;

(b) the Contractor shall, no later than 10 (ten) days after the close of each month, send further interim claims specifying the accumulated delay, the extension of time claimed, and such further particulars as the Authority's Engineer may reasonably require; and

(c) the Contractor shall send a final claim within 30 (thirty) days after the effect of the event or the circumstance ceases.

Upon receipt of the claim hereunder, the Authority's Engineer shall examine the same in accordance with the provisions of Clause 10.5.4 within a period of 60 (sixty) days of the receipt thereof.

10.6 Incomplete Works

In the event the Contractor fails to complete the Works in accordance with the Project Completion Schedule, including any Time Extension granted under this Agreement, the Contractor shall endeavour to complete the balance work expeditiously and shall pay Damages to the Authority in accordance with the provisions of Clause 10.3.2 for delay of each day until the Works are completed in accordance with the provisions of this Agreement. Recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Agreement including the right to termination under Clause 23.1.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

10.7 Maintenance Manual

No later than 60 (sixty) days prior to the Project Completion Date, the Contractor shall, in consultation with the Authority's Engineer, evolve a maintenance manual (the "Maintenance Manual") for the regular and preventive maintenance of the Project Highway in conformity with the Specifications and Standards, safety requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority's Engineer. The Authority's Engineer shall review the Maintenance Manual within 15 (fifteen) days of its receipt and communicate its comments to the Contractor for necessary modifications, if any.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 11

QUALITY ASSURANCE, MONITORING AND SUPERVISION

11.1 Quality of Materials and workmanship

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

11.2 Quality control system

11.2.1 The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the **"Quality Assurance Plan"** or **"QAP"**).

11.2.2 The Contractor shall, within 30 (thirty) days of the Appointed Date, submit to the Authority's Engineer its Quality Assurance Plan which shall include the following:

(a) organisation, duties and responsibilities, procedures, inspections and documentation;

(b) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the Specifications for Road and Bridge Works issued by MORTH, relevant IRC specifications and Good Industry Practice; and

(c) internal quality audit system.

The Authority's Engineer shall convey its comments to the Contractor within a period of 21 (twenty-one) days of receipt of the QAP stating the modifications, if any, required, and the Contractor shall incorporate those in the QAP to the extent required for conforming with the provisions of this Clause 11.2.

11.2.3 The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets and workmanship in accordance with the Quality Assurance Plan.

11.2.4 The cost of testing of Construction, Materials and workmanship under this Article 11 shall be borne by the Contractor.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

11.3. Methodology

The Contractor shall, at least 15 (fifteen) days prior to the commencement of the construction, submit to the Authority's Engineer for review the methodology proposed to be adopted for executing the Works, giving details of equipment to be deployed, traffic management and measures for ensuring safety. The Authority's Engineer shall complete the review and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

11.4. Inspection and technical audit by the Authority

The Authority or any representative authorised by the Authority in this behalf may inspect and review the progress and quality of the construction of Project Highway and issue appropriate directions to the Authority's Engineer and the Contractor for taking remedial action in the event the Works are not in accordance with the provisions of this Agreement.

11.5 External technical audit

At any time during construction, the Authority may appoint an external technical auditor to conduct an audit of the quality of the Works. The findings of the audit, to the extent accepted by the Authority, shall be notified to the Contractor and the Authority's Engineer for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause 11.5, the external technical audit shall not affect any obligations of the Contractor or the Authority's Engineer under this Agreement.

11.6 Inspection of construction records

The Authority shall have the right to inspect the records of the Contractor relating to the Works.

11.7 Monthly progress reports

During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the Authority and the Authority's Engineer a monthly report on progress of the Works and shall promptly give such other relevant information as may be required by the Authority's Engineer.

11.8 Inspection

11.8.1 The Authority's Engineer and its authorised representative shall at all reasonable times:

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in the Works; and

(b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

11.8.2 The Contractor shall give the Authority's Engineer and its authorised agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

11.8.3 The Authority's Engineer shall submit a monthly inspection report (the "**Inspection Report**") to the Authority and the Contractor bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the Authority's Engineer shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

11.9 Samples

The Contractor shall submit the following samples of Materials and relevant information to the Authority's Engineer for pre-construction review:

(a) manufacturer's test reports and standard samples of manufactured Materials; and

(b) samples of such other Materials as the Authority's Engineer may require.

11.10 Tests

11.10.1 For determining that the Works conform to the Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement, and in accordance with Good Industry Practice for quality assurance. The test checks by the Authority's Engineer shall comprise at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.

11.10.2 In the event that results of any tests conducted under this Clause 11.10 establish any Defects or deficiencies in the Works, the Contractor shall carry out remedial measures and furnish a report to the Authority's Engineer in this behalf. The Authority's Engineer shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the Works into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

the Specifications and Standards. For the avoidance of doubt, the cost of such tests and remedial measures in pursuance thereof shall be solely borne by the Contractor.

11.11 Examination of work before covering up

In respect of the work which the Authority's Engineer is entitled to examine, inspect, measure and/or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Authority's Engineer whenever any such work is ready and before it is covered up. The Authority's Engineer shall then either carry out the examination, inspection or testing without unreasonable delay, or promptly give notice to the Contractor that the Authority's Engineer does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the Authority's Engineer to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Authority's Engineer within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Authority's Engineer, the Contractor shall be entitled to assume that the Authority's Engineer would not undertake the said inspection.

11.12 Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Authority's Engineer shall reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the Defect and ensure that the rejected item complies with the requirements of this Agreement.

If the Authority's Engineer requires the Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions, as applicable in each case. If the rejection and retesting cause the Authority to incur any additional costs, such cost shall be recoverable by the Authority from the Contractor; and may be deducted by the Authority from any monies due to be paid to the Contractor.

11.13 Remedial work

11.13.1 Notwithstanding any previous test or certification, the Authority's Engineer may instruct the Contractor to:

(a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement;

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneswar

(b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and

(c) execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.

11.13.2 If the Contractor fails to comply with the instructions issued by the Authority's Engineer under Clause 11.13.1, within the time specified in the Authority's Engineer's notice or as mutually agreed, the Authority's Engineer may advise the Authority to have the work executed by another agency. The cost so incurred by the Authority for undertaking such work shall, without prejudice to the rights of the Authority to recover Damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Authority from any monies due to be paid to the Contractor.

11.14 Delays during construction

Without prejudice to the provisions of Clause 10.3.2, in the event the Contractor does not achieve any of the Project Milestones or the Authority's Engineer shall have reasonably determined that the rate of progress of Works is such that Completion of the Project Highway is not likely to be achieved by the end of the Scheduled Completion Date, it shall notify the same to the Contractor, and the Contractor shall, within 15 (fifteen) days of such notice, by a communication inform the Authority's Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

11.15 Quality control records and Documents

The Contractor shall hand over to the Authority's Engineer a copy of all its quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.2.

11.16 Video recording

During the Construction Period, the Contractor shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Works in that quarter. The video recording shall be provided to the Authority no later than 15 (fifteen) days after the close of each quarter after the Appointed Date.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

11.17 Suspension of unsafe Construction Works

11.17.1 Upon recommendation of the Authority's Engineer to this effect, the Authority may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of the Authority's Engineer, such work threatens the safety of the Users and pedestrians.

11.17.2 The Contractor shall, pursuant to the notice under Clause 11.17.1, suspend the Works or any part thereof for such time and in such manner as may be specified by the Authority and thereupon carry out remedial measures to secure the safety of suspended works, the Users and pedestrians. The Contractor may by notice require the Authority's Engineer to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Authority's Engineer, the Authority shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 11.17 shall be repeated until the suspension hereunder is revoked.

11.17.3 Subject to the provisions of Clause 21.6, all reasonable costs incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "**Preservation Costs**"), shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.

11.17.4 If suspension of Works is for reasons not attributable to the Contractor, the Authority's Engineer shall determine any Time Extension to which the Contractor is reasonably entitled.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 12

COMPLETION CERTIFICATE

12.1 Tests on completion

12.1.1 At least 30 (thirty) days prior to the likely completion of the Project Highway, or a Section thereof, the Contractor shall notify the Authority's Engineer of its intent to subject the Project Highway or a Section thereof, to Tests. The date and time of each of the Tests shall be determined by the Authority's Engineer in consultation with the Contractor and notified to the Authority who may designate its representative to witness the Tests. The Contractor shall either conduct the Tests as directed by the Authority's Engineer or provide such assistance as the Authority's Engineer may reasonably require for conducting the Tests. In the event of the Contractor and the Authority's Engineer failing to mutually agree on the dates for conducting the Tests, the Contractor shall fix the dates by giving not less than 10 (ten) days' notice to the Authority's Engineer.

12.1.2 All Tests shall be conducted in accordance with Schedule-K. The Authority's Engineer shall either conduct or observe, monitor and review the Tests conducted by the Contractor, as the case may be, and review the results of the Tests to determine compliance of the Project Highway or a Section thereof, with Specifications and Standards and if it is reasonably anticipated or determined by the Authority's Engineer during the course of any Test that the performance of the Project Highway or Section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify the Defect or deficiencies. Upon completion of each Test, the Authority's Engineer shall provide to the Contractor and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Authority's Engineer may require the Contractor to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway or Section thereof with the Specifications and Standards.

12.2 Provisional Certificate

12.2.1 Subject to the provisions of Clause 12.2.5, upon completion of all Works forming part of the Project Highway, save and except the Works for which Time Extension has been granted under Clause 10.5, the Authority's Engineer shall, at the request of the Contractor, issue a provisional certificate of completion substantially in the form set forth in Schedule-L (the "**Provisional Certificate**") if the Tests for and in respect of the completed Works are successful. The Provisional Certificate shall have appended thereto a list of outstanding items of work (the "**Punch List**") that need to be completed in accordance with the provisions of this Agreement. The Contractor undertakes to complete the minor outstanding items of works in

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

respect of those Sections of the Project Highway for which the Provisional Certificate has been issued, within a period of 30 (thirty) days of the date of Provisional Certificate, and those parts of the Works in respect of which Time Extension has been granted, within the extended period thereof. For the avoidance of doubt, the Parties agree that the Punch List shall include all Works for which Time Extension has been granted and shall also include any minor outstanding items of work forming part of the completed Sections if such works do not materially affect the use of the completed Sections for their intended purpose. The Parties further agree that Provisional Certificate shall not be issued if the completed Works cannot be safely and reliably placed in service of the Users thereof.

12.2.2 Upon issue of Provisional Certificate, the provisions of Articles 14 and 17 shall apply to the completed parts of the Project Highway and the property and ownership of all such completed Works shall vest in the Authority.

12.2.3 If the Authority's Engineer determines that the Project Highway or any completed part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Contractor and withhold issuance of the Provisional Certificate until the Defects or deficiencies are rectified by the Contractor and Tests are successful in accordance with this Article 12.

12.2.4 Notwithstanding anything to the contrary contained in Clause 12.2.3, the Authority may, at any time after receiving a report from the Authority's Engineer under that Clause, direct the Authority's Engineer to issue a Provisional Certificate under Clause 12.2.1 and such direction shall be complied forthwith.

12.2.5 No Provisional Certificate shall be issued under the provisions of this Clause 12.2 until the Contractor has submitted valid claims for payment of at least 80% (eighty per cent) of the amount arrived at after reducing the lump sum price specified in Clause 19.1.1by the amount attributable to works which have been withdrawn under the provisions of Clause 8.3.3. For the avoidance of doubt and by way of illustration, the Parties agree that if the Contract Price specified in Clause 19.1.1 is Rs. 105 cr. (Rs. One hundred and five crore) and the works withdrawn under Clause 8.3.3 have a value of Rs. 5 cr. (Rs. Five crore), a Provisional Certificate shall not be issued until valid claims for payment of an amount of Rs. 80 cr. (Rs. Eighty crore) have been submitted by the Contractor in accordance with the provisions of this Agreement. It is further agreed that all price adjustments made in pursuance of Clause 19.10 shall not be reckoned for computation of the claims for payments referred to in this Clause 12.2.5.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

12.3 Completion of remaining Works

All items in the Punch List shall be completed by the Contractor in accordance with the provisions of this Agreement. For any delay in their completion other than for the reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Contractor in accordance with the provisions of Clause 10.3.2 of this Agreement.

12.4 Completion Certificate

12.4.1 Upon completion of all Works, including the items specified in the Punch List, and the Authority's Engineer determining the Tests to be successful, it shall forthwith issue to the Contractor and the Authority a certificate substantially in the form set forth in Schedule-L (the "**Completion Certificate**").

12.4.2 Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the Authority.

12.4.3 Without prejudice to the obligations of the Contractor specified in Articles 14 and 17, the property and ownership of all the completed Works forming part of the Project Highway shall vest in the Authority.

12.5 Rescheduling of Tests

If the Authority's Engineer certifies to the Authority and the Contractor that it is unable to issue the Completion Certificate or Provisional Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 13

CHANGE OF SCOPE

13.1 Change of Scope

13.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/alterations to the Works ("**Change of Scope**") before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this Article 13.

13.1.2 Change of Scope shall mean:

(a) change in specifications of any item of Works;

(b) omission of any work from the Scope of the Project except under Clause 8.3.3; provided that, subject to Clause 13.5, the Authority shall not omit any work under this Clause in order to get it executed by any other authority; and / or

(c) any additional work, Plant, Materials or services which are not included in the Scope of the Project, including any associated Tests on completion of construction.

13.1.3 If the Contractor determines at any time that a Change of Scope will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Authority of executing, maintaining or operating the Project Highway, (iii) improve the efficiency or value to the Authority of the completed Project Highway, or (iv) otherwise be of benefit to the Authority, it shall prepare a proposal with relevant details at its own cost. The Contractor shall submit such proposal, supported with the relevant details and the amount of reduction in the Contract Price to the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this Article 13 or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express consent of the Authority, save and except any Works necessary for meeting any Emergency.

13.2 Procedure for Change of Scope

13.2.1 In the event of the Authority determining that a Change of Scope is necessary, it may direct the Authority's Engineer to issue to the Contractor a notice specifying in reasonable detail the works and services contemplated there under (the "**Change of Scope Notice**").

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

13.2.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Authority and the Authority's Engineer such information as is necessary, together with preliminary documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:

(i) break down of the quantities, unit rates and cost for different items of work;

(ii) proposed design for the Change of Scope; and

(iii) proposed modifications, if any, to the Project Completion Schedule of the Project Highway.

For the avoidance of doubt, the Parties expressly agree that, subject to the provisions of Clause 13.4.2, the Contract Price shall be increased or decreased, as the case may be, on account of Change of Scope.

13.2.3 The Contractor's quotation of costs for the Change of Scope shall be determined on the following principles:

(a) For works where Schedule of Rates (SOR) of concerned circle of State's Public Works Department are available shall be applicable for determination of costs. In case of non-availability of current SOR, the available Schedule of Rates shall be applied by updating the same based on WPI.

(b) For works not similar in nature to the Works being executed, the cost of work shall be derived on the basis of MORTH Standard Data Book and the applicable schedule of rates for the relevant circle, as published by the State Government, and such rates shall be indexed with reference to the WPI once every year, with the base being the month and year of the publication of the said schedule of rates; provided, however, that for any item not included in the schedule of rates, the prevailing market rates as determined by the Authority's Engineer shall apply, and for any item in respect of which MORTH Standard Data Book does not provide the requisite details, the Authority's Engineer shall determine the rate in accordance with Good Industry Practice.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

13.2.4 Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may:

(a) issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the Authority till the matter is resolved in accordance with Article 26; or

(b) proceed in accordance with Clause 13.5.

13.2.5 The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Contractor under this Article 13.

13.3 Payment for Change of Scope

Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order.

13.4 Restrictions on Change of Scope

13.4.1 No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.

13.4.2 Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 10 (ten) per cent of the Contract Price.

13.4.3 Notwithstanding anything to the contrary in this Article 13, no change made necessary because of any default of the Contractor in the performance of its obligations under this Agreement shall be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.

13.5 Power of the Authority to undertake works

13.5.1 In the event the Parties are unable to agree to the proposed Change of Scope Orders in accordance with Clause 13.2, the Authority may, after giving notice to the Contractor and considering its reply thereto, award such works or services to any person on the basis of open competitive bidding from amongst bidders who are pre-qualified for undertaking the additional work; provided that the Contractor shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Authority[$], and thereupon securing the

[$] The Authority shall transfer 75% (seventy five percent) of the amount so received to the first ranked bidder whose bid shall have been matched by the Contractor.

General Manager Projects-I
O.E.A.C.C. Ltd., Bhubaneshwar

award of such works or services. For the avoidance of doubt, it is agreed that the Contractor shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten percent) thereof. It is also agreed that the Contractor shall provide assistance and cooperation to the person who undertakes the works or services hereunder but shall not be responsible for rectification of any Defects and/ or maintenance of works carried out by other agencies.

13.5.2 The works undertaken in accordance with this Clause 13.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimises the disruption in operation of the Project Highway. The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply *mutatis mutandis* to the works carried out under this Clause 13.5.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 14

MAINTENANCE

14.1 Maintenance obligations of the Contractor

14.1.1 The Contractor shall maintain the Project Highway for a period of **[4 (Four) year]** commencing from the date of issuance of the Provisional Certificate (the **"Maintenance Period"**). For the performance of its Maintenance obligations, the Contractor shall be paid 0.25%, 0.5%, 0.5% and 0.5% of the Contract Price for the first, Second, Third & Fourth year respectively. Amount shall be inclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of Clause 19.12. For the avoidance of doubt, it is agreed that in the event, no Provisional Certificate is issued, the Maintenance Period shall commence from the date of the Completion Certificate. It is further agreed that the Contract Price hereunder shall be reckoned with reference to the amount specified in Clause 19.1.1, which shall be adjusted to the extent of Change of Scope and the works withdrawn under the provisions of Clause 8.3.3, but shall not include any price adjustments in pursuance of Clause 19.10.

14.1.2 During the Maintenance Period, the Authority shall provide to the Contractor access to the Site for Maintenance in accordance with this Agreement. The obligations of the Contractor hereunder shall include:

(a) permitting safe, smooth and uninterrupted flow of traffic on the Project Highway;

(b) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavement markings, lighting, road signs and other traffic control devices;

(c) undertaking repairs to structures;

(d) informing the Authority of any unauthorised use of the Project Highway;

(e) informing the Authority of any encroachments on the Project Highway; and

(f) operation and maintenance of all communication, patrolling, and administrative systems necessary for the efficient maintenance of the Project Highway in accordance with the provisions of this Agreement.

14.1.3 In respect of any Defect or deficiency not specified in Schedule-E, the

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Contractor shall, at its own cost, undertake repair or rectification in accordance with Good Industry Practice, save and except to the extent that such Defect or deficiency shall have arisen on account of any default or neglect of the Authority or a Force Majeure Event.

14.1.4 The Contractor shall remove promptly from the Project Highway any waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Project Highway in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.

14.2 Maintenance Requirements

The Contractor shall always ensure and procure that during the Maintenance Period, the Project Highway conforms to the maintenance requirements set forth in Schedule-E (the "**Maintenance Requirements**").

14.3 Maintenance Programme

14.3.1 The Contractor shall prepare a monthly maintenance programme (the **Maintenance Programme**") in consultation with the Authority's Engineer and submit the same to the Authority's Engineer not later than 10 (ten) days prior to the commencement of the month in which the Maintenance is to be carried out. For this purpose, a joint monthly inspection by the Contractor and the Authority's Engineer shall be undertaken. The Maintenance Programme shall contain the following:

(a) The condition of the road in the format prescribed by the Authority's Engineer;

(b) the proposed maintenance works; and

(c) deployment of resources for maintenance works.

14.4 Safety, vehicle breakdowns and accidents

14.4.1 The Contractor shall ensure safe conditions for the Users, and in the event of unsafe conditions, lane closures, diversions, vehicle breakdowns and accidents, it shall follow the relevant operating procedures for removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

14.4.2 The Contractor shall maintain and operate a round-the-clock vehicle rescue post with one mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 30,000 (thirty thousand) kilograms; and such post shall be located within the stretch. The Contractor shall promptly remove any damaged vehicles and debris from the Project Highway to enable safe movement of traffic and shall report all accidents to the police forthwith.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

14.5 Lane closure

14.5.1 The Contractor shall not close any lane of the Project Highway for undertaking maintenance works except with the prior written approval of the Authority's Engineer. Such approval shall be sought by the Contractor through a written request to be made at least 10 (ten) days before the proposed closure of lane and shall be accompanied by particulars thereof. Within 5 (five) business days of receiving such request, the Authority's Engineer shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Authority.

14.5.2 Upon receiving the permission pursuant to Clause 14.5.1, the Contractor shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Contractor shall, for every stretch of 250 (two hundred and fifty) metres, or part thereof, pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the monthly maintenance payment for each day of delay until the lane has been re-opened for traffic.

14.6 Reduction of payment for non-performance of Maintenance obligations

14.6.1 In the event that the Contractor fails to repair or rectify any Defect or deficiency set forth in Schedule-E within the period specified therein, it shall be deemed as failure of performance of Maintenance obligations by the Contractor and the Authority shall be entitled to effect reduction in monthly lump sum payment for maintenance in accordance with Clause 19.7 and Schedule-M, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.

14.6.2 If the nature and extent of any Defect justifies more time for its repair or rectification than the time specified in Schedule-E, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Authority's Engineer and conveyed to the Contractor and the Authority with reasons thereof.

14.7 Authority's right to take remedial measures

In the event the Contractor does not maintain and/or repair the Project Highway or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the Maintenance Inspection Report under Clause 15.2 or a notice in this behalf from the Authority or the Authority's Engineer, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Contractor to the Authority as Damages.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

14.8 Restoration of loss or damage to Project Highway

Save and except as otherwise expressly provided in this Agreement, in the event that the Project Highway or any part thereof suffers any loss or damage during the Maintenance from any cause attributable to the Contractor, the Contractor shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Highway conforms to the provisions of this Agreement.

14.9 Overriding powers of the Authority

14.9.1 If in the reasonable opinion of the Authority, the Contractor is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users and pedestrians, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Contractor to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

14.9.2 In the event that the Contractor, upon notice under Clause 14.9.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 14.9.2 and take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be recovered by the Authority from the Contractor, and the Authority shall be entitled to deduct any such costs and expenses incurred from the payments due to the Contractor under Clause 19.7 for the performance of its Maintenance obligations.

14.9.3 In the event of a national emergency, civil commotion or any other circumstances specified in Clause 21.3, the Authority may take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it, and exercise such control over the Project Highway or give such directions to the Contractor as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 21. It is also agreed that the Contractor shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 14.9.3, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 15

SUPERVISION AND MONITORING DURING MAINTENANCE

15.1 Inspection by the Contractor

15.1.1 The Authority's Engineer shall undertake regular inspections to evaluate continuously the compliance with the Maintenance Requirements.

15.1.2 The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required shall be conveyed to the Authority's Engineer forthwith. The Contractor shall complete the proposed maintenance works before the onset of the monsoon and send a compliance report to the Authority's Engineer. Post monsoon inspection shall be undertaken by the Contractor and the inspection report together with details of any damages observed and proposed action to remedy the same shall be conveyed to the Authority's Engineer forthwith.

15.2 Inspection and payments

15.2.1 The Authority's Engineer may inspect the Project Highway at any time, but at least once every month, to ensure compliance with the Maintenance Requirements. It shall make a report of such inspection (**"Maintenance Inspection Report"**) stating in reasonable detail the Defects or deficiencies, if any, with particular reference to the Maintenance Requirements, the Maintenance Manual, and the Maintenance Programme, and send a copy thereof to the Authority and the Contractor within 10 (ten) days of such inspection.

15.2.2 After the Contractor submits to the Authority's Engineer the Monthly Maintenance Statement for the Project Highway pursuant to Clause 19.6, the Authority's Engineer shall carry out an inspection within 10 (ten) days to certify the amount payable to the Contractor. The Authority's Engineer shall inform the Contractor of its intention to carry out the inspection at least 3 (three) business days in advance of such inspection. The Contractor shall assist the Authority's Engineer in verifying compliance with the Maintenance Requirements.

15.2.3 For each case of non-compliance of Maintenance Requirements as specified in the inspection report of the Authority's Engineer, the Authority's Engineer shall calculate the amount of reduction in payment in accordance with the formula specified in Schedule-M.

15.2.4 Any deduction made on account of non-compliance will not be paid subsequently even after establishing the compliance thereof. Such deductions will continue to be made every month until the compliance is procured.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

15.3 Tests

For determining that the Project Highway conforms to the Maintenance Requirements, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Contractor shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority's Engineer and furnish the results of such tests forthwith to the Authority's Engineer.

15.4 Reports of unusual occurrence

The Contractor shall, during the Maintenance Period, prior to the close of each day, send to the Authority and the Authority's Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project Highway relating to the safety and security of the Users and Project Highway. A monthly summary of such reports shall also be sent within 3 (three) business days of the closing of month. For the purposes of this Clause 15.4, accidents and unusual occurrences on the Project Highway shall include:

(a) accident, death or severe injury to any person;

(b) damaged or dislodged fixed equipment;

(c) flooding of Project Highway; and

(d) any other unusual occurrence.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 16

TRAFFIC REGULATION

16.1 Traffic regulation by the Contractor

16.1.1 The Contractor shall take all the required measures and make arrangements for the safety of Users during the construction and maintenance of the Project Highway or a Section thereof in accordance with the provisions of MORTH Specifications. It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.

16.1.2 All works shall be carried out in a manner creating least interference to traffic passing through the Project Highway or a Section thereof. In stretches where construction or maintenance works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. The Contractor shall take prior approval of the Authority's Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall not be unreasonably withheld.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 17

DEFECTS LIABILITY

17.1 Defects Liability Period

17.1.1 The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Highway or any Section thereof, till the expiry of a period of **4 (Four) years** commencing from the date of issuance of Provisional Certificate (the "Defects Liability Period"). Provided that the Defects Liability Period shall in no case be less than **48 (Forty Eight)** months from the date of issuance of Completion Certificate for and in respect of works for which Time Extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of issuance of the Completion Certificate. For the avoidance of doubt, any repairs or restoration on account of usual wear or tear in the Project Highway or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Article 14.

17.1.2 DELETED.

17.2 Remedying Defects

Save and except as provided in Clause 14.1.2, the Contractor shall repair or rectify all Defects and deficiencies observed by the Authority's Engineer during the Defects Liability Period within a period of **15 (fifteen) days** from the date of notice issued by the Authority's Engineer in this behalf, or within such reasonable period as may be determined by the Authority's Engineer at the request of the Contractor, in accordance with Good Industry Practice.

17.3 Cost of remedying Defects

For the avoidance of doubt, any repair or rectification undertaken in accordance with the provisions of Clause 17.2, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

(a) the design of the Project;

(b) Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;

(c) improper maintenance during construction of the Project Highway by the Contractor; and/ or

(d) failure by the Contractor to comply with any other obligation under this Agreement.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneswar

17.4 Contractor's failure to rectify Defects

In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 17.2, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Project Highway conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. The cost so determined and an amount equal to twenty percent of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor.

17.5 Contractor to search cause

17.5.1 The Authority's Engineer may instruct the Contractor to examine the cause of any Defect in the Works or part thereof before the expiry of the Defects Liability Period.

17.5.2 In the event any Defect identified under Clause 17.5.1 is attributable to the Contractor, the Contractor shall rectify such Defect within the period specified by the Authority's Engineer, and shall bear the cost of the examination and rectification of such Defect.

17.5.3 In the event such Defect is not attributable to the Contractor, the Authority's Engineer shall, after due consultation with the Authority and the Contractor, determine the costs incurred by the Contractor on such examination and notify the same to the Contractor, with a copy to the Authority, and the Contractor shall be entitled to payment of such costs by the Authority.

17.6. Extension of Defects Liability Period

The Defects Liability Period shall be deemed to be extended till the identified Defects under Clause 17.2 have been remedied.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 18

AUTHORITY'S ENGINEER

18.1 Appointment of the Authority's Engineer

18.1.1 The Authority shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in Schedule-N, to be the engineer under this Agreement (the "**Authority's Engineer**").

18.1.2 The appointment of the Authority's Engineer shall be made no later than 15 (fifteen) days from the date of this Agreement. The Authority shall notify the appointment or replacement of the Authority's Engineer to the Contractor.

18.1.3 The staff of the Authority's Engineer shall include suitably qualified engineers and other professionals who are competent to assist the Authority's Engineer to carry out its duties.

18.2 Duties and authority of the Authority's Engineer

18.2.1 The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, and substantially in accordance with the terms of reference ("**Terms of Reference" or "TOR")** set forth in Annex 1 of Schedule N, but subject to obtaining prior written approval of the Authority before determining:

(a) any Time Extension;

(b) any additional cost to be paid by the Authority to the Contractor;

(c) the Termination Payment; or

(d) any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding **Rs. 50,00,000/- (Rs. fifty lakh)**.

18.2.2 No decision or communication of the Authority's Engineer shall be effective or valid unless it is accompanied by an attested true copy of the approval of the Authority for and in respect of any matter specified in Clause 18.2.1.

18.2.3 The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month. For the avoidance of doubt, the Authority's Engineer shall include in its report, compliance of the recommendations of the Safety Consultant.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneswar

18.3 Delegation by the Authority's Engineer

18.3.1 The Authority's Engineer may, by order in writing, delegate any of his duties and responsibilities to suitably qualified and experienced personnel who are accountable to Authority's Engineer, or may revoke any such delegation, under intimation to the Authority and the Contractor. Provided, however, that the Authority's Engineer shall be responsible and liable for all actions and omissions of such personnel.

18.3.2 Any failure of the Authority's Engineer to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Authority to reject the work, Plant or Materials, which is not in accordance with the provisions of this Agreement and the Specifications and Standards.

18.3.3 Notwithstanding anything stated in Clause 18.3.1 above, the Authority's Engineer shall not delegate the authority to refer any matter for the Authority's prior approval wherever required in accordance with the provisions of Clause 18.2.

18.4 Instructions of the Authority's Engineer

18.4.1 The Authority's Engineer may issue to the Contractor instructions for remedying any Defect. The Contractor shall take such instructions from the Authority's Engineer, or from an assistant to whom appropriate authority has been delegated under Clause 18.3.

18.4.2 The instructions issued by the Authority's Engineer shall be in writing. However, if the Authority's Engineer issues any oral instructions to the Contractor, it shall confirm in writing the oral instructions within 2 (two) working days of issuing them.

18.4.3 In case the Contractor does not receive the confirmation of the oral instruction within the time specified in Clause 18.4.2, the Contractor shall seek the written confirmation of the oral instructions from the Authority's Engineer. The Contractor shall obtain acknowledgement from the Authority's Engineer of the communication seeking written confirmation. In case of failure of the Authority's Engineer or its delegated assistant to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor may not carry out the instruction.

18.4.4 In case of any dispute on any of the instructions issued by the delegated assistant, the Contractor may refer the dispute to the Authority's Engineer, who shall then confirm, reverse or vary the instructions within [3 (three)] business days of the dispute being referred.

General Manager Projects-I
O.B. & C.C.

18.5 Determination by the Authority's Engineer

18.5.1 The Authority's Engineer shall consult with each Party in an endeavour to reach agreement wherever this Agreement provides for the determination of any matter by the Authority's Engineer. If such agreement is not achieved, the Authority's Engineer shall make a fair determination in accordance with this Agreement having due regard to all relevant circumstances. The Authority's Engineer shall give notice to both the Parties of each agreement or determination, with supporting particulars.

18.5.2 Each Party shall give effect to each agreement or determination made by the Authority's Engineer in accordance with the provisions of this Agreement. Provided, however, that if any Party disputes any instruction, decision, direction or determination of the Authority's Engineer, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

18.6 Remuneration of the Authority's Engineer

The remuneration, cost and expenses of the Authority's Engineer shall be paid by the Authority.

18.7 Termination of the Authority's Engineer

18.7.1 The Authority may, in its discretion, replace the Authority's Engineer at any time, but only after appointment of another Authority's Engineer in accordance with Clause 18.1.

18.7.2 If the Contractor has reasons to believe that the Authority's Engineer is not discharging its duties and functions in accordance with the provisions of this Agreement, it may make a written representation to the Authority and seek termination of the appointment of the Authority's Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Contractor and Authority's Engineer and make best efforts for an amicable resolution of their presentation. In the event that the appointment of the Authority's Engineer is terminated hereunder, the Authority shall appoint forthwith another Authority's Engineer in accordance with Clause 18.1.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Part IV

Financial Covenants

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 19

PAYMENTS

19.1 Contract Price

19.1.1 The Authority shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Authority in consideration of the obligations specified in this Agreement for an amount of Rs. **144,11,00,000.00 (Rupees one hundred forty four crore Eleven lakhs only)** (the "**Contract Price**"), which shall be subject to adjustments in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties expressly agree that the Contract Price shall not include the cost of Maintenance which shall be paid separately in accordance with the provisions of Clause 19.7. The Parties further agree that save and except as provided in this Agreement, the Contract Price shall be valid and effective until issue of Completion Certificate.

19.1.2 The Contract Price includes all duties, taxes, royalty, and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials and supplies acquired for the purpose of this Agreement and on the services performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of this Agreement.

19.1.3 The Contract Price shall not be adjusted for any change in costs stated in Clause 19.1.2 above, except as stated in Clauses 19.10 and 19.17.

19.1.4 The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, unless otherwise provided for in this Agreement.

19.1.5 Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor's obligations for the Works under this Agreement and all things necessary for the Construction and the remedying of any Defects in the Project Highway.

19.1.6 All payments under this Agreement shall be made in Indian Rupees.

19.2 Advance Payment

19.2.1 The Authority shall make an interest-bearing advance payment @10% per Annum (the "**Advance Payment**"), equal in amount to 10 (ten) percent of the Contract Price, for mobilization expenses and for acquisition of equipment. The Advance Payment shall be made in four instalments. The first instalment shall be an amount equal to 2% (two percent) of the Contract Price, the second instalment shall be equal to 3% (three percent) of the Contract Price, the third instalment shall be equal to 3% (three percent) of the Contract Price and the fourth instalment shall be equal to 2% (two percent) of the Contract Price.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

19.2.2 The Contractor may apply to the Authority for the first instalment of Advance Payment at any time after the Appointed Date, along with an irrevocable and unconditional guarantee from a **Public sector** Bank, counter guaranteed by its branch at Bhubaneswar for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.

19.2.3 At any time after 30 (thirty) days from the Appointed Date, the Contractor may apply for the second instalment of the Advance Payment along with an irrevocable and unconditional guarantee from a **Public sector** Bank, counter guaranteed by its branch at Bhubaneswar for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.

19.2.4 At any time, after 60 (sixty) days from the Appointed Date, the Contractor may apply to the Authority for the third instalment of the Advance Payment along with an irrevocable and unconditional guarantee from a **Public sector** Bank, counter guaranteed by its branch at Bhubaneswar for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.

19.2.4.1 At any time, after 90 (Ninety) days from the Appointed Date on verification of Plant and Machineries by S.E., Mechanical (R&B) , the Contractor may apply to the Authority for the fourth instalment of the Advance Payment along with an irrevocable and unconditional guarantee from a **Public sector** Bank, counter guaranteed by its branch at Bhubaneswar for an amount equivalent to 110% (one hundred and ten per cent) of such instalment, substantially in the form provided at Annex-III of Schedule-G, to remain effective till the complete and full repayment thereof.

19.2.5 The first, second, third and the fourth instalments shall be paid by the Authority to the Contractor within 15 (fifteen) days of the receipt of its respective requests in accordance with the provisions of this Clause 19.2.

19.2.6 Each instalment of Advance Payment shall be repaid by the Contractor to the Authority no later than 365 (three hundred and sixty-five) days from the respective date of Advance Payment.

19.2.7 The Contractor shall repay each instalment of the Advance Payment on or before the due date of repayment. In the event of the Contractor's failure to make the repayment on time, the Authority shall be entitled to encash the Bank guarantee for Advance Payment. The Parties expressly agree that for any delay in repayment of the Advance Payment, the Contractor shall pay interest to the Authority for each day of delay, such interest to be calculated at the rate of 18% (eighteen per cent) per annum.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

19.2.8 If the Advance Payment has not been fully repaid prior to Termination under Clause 21.7 or Article 23, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Authority. Without prejudice to the provisions of Clause 19.2.7, in the event of Termination for Contractor Default, the Advance Payment shall be deemed to carry interest at the rate of 10% (ten per cent) per annum from the date of Advance Payment to the date of recovery by encashment of the Bank Guarantee for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on each instalment of the Advance Payment, regardless of whether the instalment or any part thereof has been repaid to the Authority prior to Termination.

19.3 Procedure for estimating the payment for the Works

19.3.1 The Authority shall make interim payments to the Contractor as certified by the Authority's Engineer on completion of a stage, in a length, number or areas specified, and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in Schedule-H.

19.3.2 The Contractor shall base its claim for interim payment for the stages completed till the end of the month for which the payment is claimed, valued in accordance with Clause 19.3.1, supported with necessary particulars and documents in accordance with this Agreement.

19.3.3 Any reduction in the Contract Price arising out of Change of Scope or the works withdrawn under Clause 8.3 shall not affect the amounts payable for the items or stage payments thereof which are not affected by such Change of Scope or withdrawal. For avoidance of doubt and by way of illustration, the Parties agree that if the amount assigned to Major Bridges is reduced from Rs.100 crore to Rs.80 crore owing to Change of Scope or withdrawal of work, the reduction in payment shall be restricted to relevant payments for Major Bridges only and the payment due in respect of all other stage payments under the item Major Bridges shall not be affected in any manner. The Parties further agree that the adjustments arising out of the aforesaid modifications shall be carried out in a manner that the impact of such modifications is restricted to the said Change of Scope or withdrawal, as the case may be, and does not alter the payments due for and in respect of items or stage payments which do not form part of such Change of Scope or withdrawal.

19.4 Stage Payment Statement for Works

The Contractor shall submit a statement (the **"Stage Payment Statement"**), in 3 copies, by the 7th(seventh) day of the month to the Authority's Engineer in the form set forth in Schedule-O, showing the amount calculated in accordance with Clause 19.3 to which the Contractor considers himself entitled for completed stage(s) of the Works. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

19.5 Stage Payment for Works

19.5.1 Within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, the Authority's Engineer shall broadly determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment against the Stage Payment Statement, pending issue of the Interim Payment Certificate by the Authority's Engineer. Within 10 (ten) days of the receipt of recommendation of the Authority's Engineer, the Authority shall make electronic payment directly to the Contractor's bank account.

19.5.2 Within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, the Authority's Engineer shall determine and shall deliver to the Authority and the Contractor an IPC certifying the amount due and payable to the Contractor, after adjusting the payments already released to the Contractor against the said statement. For the avoidance of doubt, the Parties agree that the IPC shall specify all the amounts that have been deducted from the Stage Payment Statement and the reasons therefore.

19.5.3 In cases where there is a difference of opinion as to the value of any stage, the Authority's Engineer's view shall prevail and interim payments shall be made to the Contractor on this basis; provided that the foregoing shall be without prejudice to the Contractor's right to raise a Dispute.

19.5.4 The Authority's Engineer may, for reasons to be recorded, withhold from payment:

(a) the estimated value of work or obligation that the Contractor has failed to perform in accordance with this Agreement and the Authority's Engineer had notified the Contractor; and

(b) the estimated cost of rectification of work done being not in accordance with this Agreement.

19.5.5 Payment by the Authority shall not be deemed to indicate the Authority's acceptance, approval, consent or satisfaction with the work done.

19.6 Monthly Maintenance Statement of the Project Highway

19.6.1 The Contractor shall submit to the Authority's Engineer a monthly maintenance statement (**"Monthly Maintenance Statement"**) in 3 (three) copies by the7th(seventh) day of each month in the format set forth in Schedule-O for the Maintenance of the Project Highway during the previous month.

19.6.2 The monthly lump sum amount payable for Maintenance shall be 1/12th (one-twelfth) of the annual cost of Maintenance as specified in Clause 14.1.1.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

19.7 Payment for Maintenance of the Project Highway

19.7.1 Within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, the Authority's Engineer shall verify the Contractor's monthly maintenance statement and certify the amount to be paid to the Contractor taking into account:

(a) Compliance with the Maintenance Requirements; and

(b) reduction for non-compliance with the Maintenance Requirement in accordance with Clause 19.7.2.

The Authority's Engineer shall deliver to the Authority an IPC approving or amending the monthly maintenance statement to reflect the amount due to the Contractor in accordance with this Agreement.

19.7.2 Maintenance shall be measured in units of one kilometre each; provided, however, that payment thereof shall be made in fixed monthly amounts in accordance with this Agreement. If the Maintenance Requirements set forth in Schedule-E are not met, reduction in payments shall be made in accordance with the provisions of Schedule-M. The reductions for non-compliance with the Maintenance Requirements shall be applied on the basis of monthly inspections by the Authority's Engineer.

19.7.3 The deduction made on account of non-compliance with the Maintenance Requirements shall not be subsequently considered for payment after the compliance is achieved by repair or rectification.

19.7.4 The Authority shall pay to the Contractor every quarter any amount due under any IPC under this Clause 19.7. The payment shall be made no later than 30 (thirty) days from the date of submission of the last IPC for the relevant quarter.

19.8 Payment of Damages

19.8.1 The Contractor may claim Damages due and payable to it in accordance with the provisions of this Agreement.

19.8.2 The Authority's Engineer shall issue the IPC within 15 (fifteen) days of the receipt of the claim under Clause 19.8.1, after making adjustments in accordance with the provisions of this Agreement. The Authority shall pay to the Contractor the amount due under any IPC within a period of 30 (thirty) days from the date of the submission of the claim under this Clause 19.8. In the event of the failure of the Authority to make payment to the Contractor within the specified time, the Authority shall be liable to pay to the Contractor interest thereon and the provisions of Clause 19.9 shall apply *mutatis mutandis* thereto.

General Manager (Projects)
O.B.&C.C. Ltd., Bhubaneshwar

19.9 Time of payment and interest

19.9.1 The Authority shall pay to the Contractor any amount due under any payment certificate issued by the Authority's Engineer in accordance with the provisions of this Article 19, or in accordance with any other clause of this Agreement as follows:

(a) payment shall be made no later than 30 (thirty) days from the date of submission of the Stage Payment Statement by the Contractor to the Authority's Engineer for certification in accordance with the provisions of Clause 19.4 for an IPC; provided that, in the event the IPC is not issued by the Authority's Engineer within the aforesaid period of 30 (thirty) days, the Authority shall pay the amount shown in the Contractor's Stage Payment Statement and any discrepancy therein shall be added to, or deducted from, the next payment certificate issued to the Contractor; and

(b) payment shall be made no later than30 (thirty) days from the date of submission of the Final Payment Certificate for Works along with the discharge submitted to the Authority's Engineer in accordance with the provisions of Clause 19.15 for certification.

19.9.2 In the event of the failure of the Authority to make payment to the Contractor within the time period stated in this Clause 19.9, the Authority shall be liable to pay to the Contractor interest at the Base Rate plus 2% (two percent), calculated at quarterly rests, on all sums remaining unpaid from the date on which the same should have been paid, calculated in accordance with the provisions of Clause 19.9.1(a) and (b) and till the date of actual payment.

19.10. Price adjustment for the Works

19.10.1 The amounts payable to the Contractor for Works shall be adjusted in accordance with the provisions of this Clause 19.10.

19.10.2 Subject to the provisions of Clause 19.10.3, the amounts payable to the Contractor for Works, shall be adjusted in the IPC issued by the Authority's Engineer for the increase or decrease in the index cost of inputs for the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in Clause 19.10.4.

19.10.3 To the extent that full compensation for any increase or decrease in costs to the Contractor is not covered by the provisions of this or other Clauses in this Agreement, the costs and prices payable under this Agreement shall be deemed to include the amounts required to cover the contingency of such other increase or decrease of costs and prices.

19.10.4 The Contract Price shall be adjusted for increase or decrease in rates and price of labour, cement, steel, Plant, machinery and spares, bitumen, fuel and lubricants, and other material inputs in accordance with the principles, procedures and formulae specified in Clause 19.10.5 & 19.10.6 below **(as per OM No. 15847 dated 19.11.2019 of Works Department, Govt. of Odisha):**

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(a) Price adjustment shall be applied on completion of the specified stage of the respective item of work in accordance with Schedule-H;

(b) Adjustment for each item of work/stage shall be made separately.

(c) Deleted

(d) Deleted

(e) Deleted

(f) In case an IPC relates to a month which is within 3 (three) months from the Base Date, no price adjustment shall be applicable.

19.10.5 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in following Paras.

(a) The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each month from the formula given in following Paras

(c) Following expressions and meanings are assigned to the work done during each month:

R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed for extra items under variations.

19.10.6 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs

The formula (e) for adjustment of prices are:

19.10.6 (a)(i): Adjustment of Other Materials Component

Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen, pipe and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_m/100 \times R \times (M_1 - M_o)/M_o$$

V_M = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_o = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Commerce and Industry Government of India, New Delhi.

M_1= The all India wholesale price index (all commodities) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

19.10.6 (a) (ii): Adjustment for Cement Component

Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

V_c = $0.85 \times P_c/100 \times R \times (C_1-C_0)/C_0$

V_c = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement

C_0 = The all India wholesale price index for Ordinary Portland Cement (OPC) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

C_1 = The all India wholesale price index for Ordinary Portland Cement (OPC) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_c = Percentage of Cement Component of the work

19.10.6 (a) (iii): Adjustment for Steel Component

Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula:

V_s = $0.85 \times Ps/100 \times R \times (S1 - So)/So$

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

S_0 = The all India wholesale price index for steel (Mild Steel long products) on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

S1 = The all India wholesale price index for steel (Mild Steel long products) for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_s = Percentage of steel component of the work.

Note: For the application of this clause, index of (Mile Steel long products) has been chosen to represent steel group.

19.10.6 (a) (iv): Adjustment of Bitumen Component

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

V_b = $0.85 \times P_b/100 \times R \times (B_1 - B_0)/B_0$

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen.

B_0 = The official retail price of bulk bitumen at the IOCL / BPCL depot at nearest center on the day 28 days prior to date of opening of Bids.

B_1 = The official retail price of bulk bitumen at IOCL / BPCL depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

19.10.6 (a)(v): Adjustment towards differential cost of Pipes

Price adjustment for increase or decrease in the cost of pipe shall be paid in accordance with the following formula:

$V_{pi} = 0.85 \times P_{pi}/100 \times R \times (P_{I1} - P_{I0})/P_{I0}$

V_{pi} = Differential cost of pipe i.e. amount of increase or decrease in rupees to be paid or recovered during the month under consideration.

P_{pi} = Percentage of pipe component of the work.

P_{I1} = All India Whole sale price index of pipe for the period under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_{I0} = All India Whole sale price index of pipe on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

19.10.6 (b): Adjustment of Labour Component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_l/100 \times R \times (L_1 - L_0)/L_0$

V_L = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

L_0 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.

L_1 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.

P_l = Percentage of labour component of the work.

19.10.6 (c): *Adjustment of POL (fuel and lubricant) Component*

Price adjustment for increase or decrease in cost POL(fuel and lubricant) shall be paid in accordance with the following formula:

$V_f = 0.85 \times P_f/100 \times R \times (F_1 - F_0)/F_0$

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.

F_0 = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOCL/BPCL/ HPCL at nearest center on the day 28 days prior to the date of opening of Bids.

F_1 = The official retail price of HSD at the existing consumer pumps of IOCL/ BPCL/ HPCL at nearest center for the 15th day of the month under consideration .

P_f = Percentage of fuel and lubricants component of the work

Note : For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

19.10.6 (d): Adjustment for Plant and Machinery Spares Component

Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

V_{p^*}- 0.85 x P_p/100 x R x $(P_1 - P_0)/P_0$

V_{p^*} Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares

P_0- The all India wholesale price index for manufacture of machinery for mining , quarrying and construction on 28 days preceding the date of opening of Bids as published by the Ministry of Commerce and Industry. , Government of India, New Delhi.

P_1- The all India wholesale price index for manufacture of machinery for mining, quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry, Government of India, New Delhi.

P_{p^*} Percentage of plant and machinery spares component of the work

Note: For the application of this clause, index of manufacturing of machinery for mining, quarrying and construction has *been chosen to represent the Plant and machinery Spares group.*

Regarding wholesale price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993-94 to 2004-05 & 2011-12, it is observed that, the commodity 'Bars and Rod', 'Cement', 'Heavy machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 & 2011-12 series . Therefore, the following items in the WPI 2004-05 & 2011-12 series shall be considered corresponding to items in WPI 1993-94 series:

Sl. No	Item in WPI 1993-94 Series	Item in WPI 2004-05 series	Item in WPI 2011-12 series
1.	Cement	Grey Cement	Ordinary Port land cement
2.	Bars & rods	Rebars	Mild steel long products
3.	Heavy Machinery & parts	Construction Machinery	Manufacture of machinery for mining, quarrying & construction.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

19.10.6 (e): APPLICATION OF ESCALATION CLAUSE:

The contractor shall for the purpose of availing reimbursement/refund of differential cost of steel, bitumen, cement, pipe, POL and wages, keep such books of account and other documents as are necessary to show that the amount of increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further, shall at the request of the Engineer-in-Charge, furnish documents to be verified in such a manner as the Engineer-in-Charge may require any document and information kept. The contractor shall within a reasonable time of 15 days of his becoming aware of any alteration in the price of such material, wages of labour and /or price of P.O.L. give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition along with information relating to there to which he may be in a position to supply.

Sl No	Category of Works		% Component (Cost wise)		
			Labour (P_l)	POL (P_f)	Steel (P_s) + Cement (P_c) + Bitumen (P_b)+ Pipes (P_p)+ Plant & Machinery Spare & Component (P_p) + Other Materials*
1.	R&B works (%) of Component	Road Works	5	5	90
		Bridge Works	**5**	**5**	**90**
		Building Works	5	5	90
2.	Irrigation works (%) of Component	Structural work	5	5	90
		Earth, Canal & Embankment work	5	5	90
3.	P.H. Work	Structural work	5	5	90
		Pipeline Work	5	5	Pipe-70% *Machinery+ Other material-20%
		Sewer Line	5	5	Pipe-70% *Machinery+ Other material-20%

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Appendix to Bid

Schedule of Adjustment Data

[For all works, adjustment factor for Labour and POL shall be considered @ 5% each, Steel, Cement, Pipes, Other materials and Machinery shall contribute to 90% of Price Adjustment and shall be calculated for each work separately during preparation of estimate, shall be approved by the authority during technical sanction as a " Schedule of Adjustment Data" and shall form part of the Bid Document]

Ref Cl. No	Index description	Source of Index	Base value*	Base Date*	Weightage of Item**
19.10.6 (a) (i)	Other materials	All India Whole sale price index (all commodities) as published by the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry			*22.45%*
19.10.6 (a) (ii)	Cement	Whole sale price index for Cement (Ordinary Portland Cement) as published by the office the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			*8.29%*
19.10.6 (a) (iii)	(a) Steel (TMT Bar)	Wholes sale price index for Steel (Mild Steel-Long Products) as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			*29.38%*
	(b) Structural Steel	Wholes sale price index for Steel (Structural Steel-Long Products) as published by the Office of the Economic Advisor to the Govt. of India, Ministry of Commerce and Industry.			*22.70%*
19.10.6 (a) (iv)	Bitumen (VG-30)	Official retail price of bulk bitumen at the nearest IOCL/HPCL depot			*0.09%*
19.10.6 (a) (v)	Pipes	Whole sale price index for the type of pipe under consideration, as published by the office the Economic Advisor to the Govt. of India, Mistry of Commerce and Industry			*0.03%*
19.10.6 (b)	Labour	Minimum wages notified by the Labour and Employee's State Insurance Department of Government of Odisha, India.			*5.00%*
19.10.6 (c)	POL	Official retail price of HSD at nearest IOCL/HPCL/BPCL Consumer pump depot			*5.00%*
19.10.6 (d)	Plant & Machinery	Whole sale price index for Manufacture and machinery for Mining, Quarrying and Construction as published by the office the Economic Advisor to the Govt. of India, Mistry of Commerce and Industry			*7.06%*
			Total		**100.00%**

*Values to be filled up at the time of drawal of contract.

** Values to be filled up in the bid document.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

19.11 Restrictions on price adjustment

Price adjustment shall be due and payable only in respect of the stages of Works for which the Stage Payment Statement has been submitted by the Contractor no later than 30 (thirty) days from the date of the applicable Project Milestone or the Scheduled Completion Date, as the case may be, including any Time Extension granted therefore in accordance with the provisions of this Agreement. For the avoidance of doubt, in the event of submission of any Stage Payment Statement after the period specified herein, price adjustment shall be applicable until the date of the respective Project Milestone or the Scheduled Completion Date, as the case may be.

19.12. Price adjustment for Maintenance of Project Highway

Lump sum payment for Maintenance shall be adjusted every quarter for changes in rates and prices of various inputs in accordance with the formula given below:

$$V = P \times (W^{I} - W^{O}) / W^{O}$$

V = Increase or decrease in the quarterly lump sum payment

P = Quarterly lump sum payment due to the Contractor after adjusting any reduction in payment for noncompliance of the Maintenance Requirements

W^{O} = The wholesale price index (all commodities) for the month of the Base Date.

W^{I} = The wholesale price index (all commodities) for the first day of the quarter under consideration for determining the price adjustment.

19.13 Final Payment Statement

19.13.1 Within 60 (sixty) days after receiving the Completion Certificate under Clause 12.4, the Contractor shall submit to the Authority's Engineer for consideration six copies of a Final Payment Statement (the "**Final Payment Statement**") for Works, with supporting documents showing in detail, in the form prescribed by the Authority's Engineer:

(a) the summary of Contractor's Stage Payment claims for Works as submitted in accordance with Clause 19.4;

(b) the amounts received from the Authority against each claim; and

(c) any further sums which the Contractor considers due to it from the Authority.

If the Authority's Engineer disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as the Authority's Engineer may reasonably require. The Authority's Engineer shall deliver to the Authority:

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(i) an IPC for those parts of the Final Payment Statement which are not in dispute, along with a list of disputed items which shall then be settled in accordance with the provisions of Article 26; or

(ii) a Final Payment Certificate in accordance with Clause 19.15 if there are no disputed items.

19.13.2 If the Authority's Engineer does not prescribe the form referred to in Clause 19.13.1 within 15 (fifteen) of the date of issue of the Completion Certificate, the Contractor shall submit the statement in such form as it deems fit.

19.14 Discharge

Upon submission of the Final Payment Statement for Works under Clause 19.13, the Contractor shall give to the Authority, with a copy to the Authority's Engineer, a written discharge confirming that the total of the Final Payment Statement represents full and final settlement of all monies due to the Contractor in respect of this Agreement for all the Works arising out of this Agreement, except for any monies due to either Party on account of any Defect. Provided that such discharge shall become effective only after the payment due has been made in accordance with the Final Payment Certificate issued pursuant to Clause 19.15.

19.15 Final Payment Certificate

19.15.1 Within 30 (thirty) days after receipt of the Final Payment Statement for Works under Clause 19.13, and the written discharge under Clause 19.14, and there being no disputed items of claim, the Authority's Engineer shall deliver to the Authority, with a copy to the Contractor, a final payment certificate (the **"Final Payment Certificate"**) stating the amount which, in the opinion of the Authority's Engineer, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the Authority's Engineer shall ascertain from the Authority all amounts previously paid by the Authority and for all sums to which the Authority is entitled, the balance, if any, due from the Authority to the Contractor or from the Contractor to the Authority, as the case may be.

19.15.2 The Authority shall, in accordance with the provisions of Clause 19.9, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate.

19.16 Final payment statement for Maintenance

19.16.1 Within 30 (thirty) days after completion of the Maintenance Period, the Contractor shall submit to the Authority's Engineer six copies of the final payment statement for Maintenance of the Project Highway, with supporting documents showing the details set forth below in the form prescribed by the Authority's Engineer :

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(a) the total amount claimed in accordance with the monthly statement for Maintenance of Project Highway;

(b) the amount paid in accordance with the Interim Payment Certificates; and

(c) any sums which the Contractor considers to be due to it, with supporting documents.

19.16.2 The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance under Clause 19.16.1, segregating the items of amount payable from the items of amount disallowed. The Authority shall make payment on the basis of the final payment authorised by the Authority's Engineer within a period of 30 (thirty) days of the receipt of the Final Payment Statement from the Authority's Engineer.

19.16.3 If the Authority's Engineer does not prescribe the form within 15 (fifteen) days of the date of issue of the Completion Certificate, the Contractor shall submit the statement in such form as it deems fit.

19.17 Change in law

19.17.1 If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Authority with a copy to the Authority's Engineer of such additional cost due to Change in Law.

19.17.2 If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions of this Agreement, either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of such reduction in cost, notify the other Party with a copy to the Authority's Engineer of such reduction in cost due to Change in Law.

19.17.3 The Authority's Engineer shall, within15 (fifteen) days from the date of receipt of the notice from the Contractor or the Authority, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law.

19.18 Correction of Interim Payment Certificates

The Authority's Engineer may by an Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate issued by the Authority's Engineer.

General Manager Projects-I
O.E. & C.C. Ltd., Bhubaneshwar

19.19 Authority's claims

If the Authority considers itself to be entitled to any payment from the Contractor under any Clause of this Agreement, it shall give notice and particulars to the Contractor 20 (twenty) days before making the recovery from any amount due to the Contractor, and shall take into consideration the representation, if any, made by the Contractor in this behalf, before making such recovery.

19.20 Bonus for early completion

In the event that the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment of bonus equivalent to 0.03% (zero point zero three percent) of the Contract Price for each day by which the Project Completion Date precedes the Scheduled Completion Date, but subject to a maximum of 3% (three percent) of the Contract Price. Provided, however, that the payment of bonus, if any, shall be made only after the issue of the Completion Certificate. For the avoidance of the doubt, the Parties agree that for the purpose of determining the bonus payable hereunder, the Contract Price shall always be deemed to be the amount specified in Clause 19.1.1, and shall exclude any revision thereof for any reason. The Parties also agree that bonus shall be payable only if each work for which Extension of Time has been granted is completed within respective Extended Time.

19.21 Royalty on Minor Minerals

The contractor is required to pay royalty to Government towards use of minor minerals and produce such documents in support of their payment to the concerned Authority with their bills, failing which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the Government Revenue. This is as per the Gazette Notification No.2280 dtd.15.12.2016 of Steel & Mines Department, Government of Odisha.

Any change in rate of royalty as notified by Government from time to time shall also be applicable.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 20

INSURANCE

20.1 Insurance for Works and Maintenance

20.1.1 The Contractor shall effect and maintain at its own cost the insurances specified in Schedule-P and as per the requirements under the Applicable Laws.

20.1.2 Subject to the provisions of Clause 21.6, the Authority and the Contractor shall, in accordance with its obligations as provided for in this Agreement, be liable to bear the cost of any loss or damage that does not fall within the scope of this Article 20 or cannot be recovered from the insurers.

20.1.3 Subject to the exceptions specified in Clause 20.1.4 below, the Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the Authority from and against any and all losses, damages, costs, charges and/or claims with respect to:

(a) the death of or injury to any person; or

(b) the loss of or damage to any property (other than the Works);

that may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of the Works or the remedying of any Defects therein.

20.1.4 Notwithstanding anything stated above in Clause 20.1.3, the Authority shall fully indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to

(a) the use or occupation of land or any part thereof by the Authority;

(b) the right of the Authority to execute the Works, or any part thereof, on, over, under, in or through any land;

(c) the damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any Defects therein, in accordance with this Agreement; and

(d) the death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Authority, its agents, servants or other contractors, not being employed by the Contractor.

Provided that, in the event of any injury or damage as a result of the contributory negligence of the Contractor, the Authority shall be liable to indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims to the extent as may be

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

proportionately determined to be the liability of the Authority, its servants or agents or other contractors not associated with the Contractor in such injury or damage.

20.1.5 Without prejudice to the obligations of the Parties as specified under Clauses 20.1.3 and 20.1.4, the Contractor shall maintain or effect such third party insurances as may be required under the Applicable Laws.

20.1.6 The Contractor shall provide to the Authority, within 30 days of the Appointed Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability coverage shall be for a sum of not less than 3% (three per cent) of the Contract Price and shall be maintained until the end of the Defects Liability Period.

20.2 Notice to the Authority

No later than 15 (fifteen) days after the date of this Agreement, the Contractor shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 20. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Contractor to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

20.3 Evidence of Insurance Cover

20.3.1 All insurances obtained by the Contractor in accordance with this Article 20 shall be maintained with insurers on terms consistent with Good Industry Practice. Within10 (ten) days from the Appointed Date, the Contractor shall furnish to the Authority notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the Authority. The Contractor shall act in accordance with the directions of the Authority. Provided that the Contractor shall produce to the Authority the insurance policies in force and the receipts for payment of the current premia.

20.3.2 The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement.

20.4 Remedy for failure to insure

If the Contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Contractor, or in the event of computation of a Termination

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Contractor.

20.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Contractor pursuant to this Article 20 shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

20.6 Contractor's waiver

The Contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

20.7 Cross liabilities

Any such insurance maintained or effected in pursuance of this Article 20 shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Authority as separately insured.

20.8 Accident or injury to workmen

Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the Authority shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting from any act, omission or default of the Authority, its agents or servants. The Contractor shall indemnify and keep indemnified the Authority from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or defaults for which the Authority shall be liable.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

20.9 Insurance against accident to workmen

The Contractor shall effect and maintain during the Agreement such insurances as may be required to insure the Contractor's personnel and any other persons employed by it on the Project Highway from and against any liability incurred in pursuance of this Article 20. Provided that for the purposes of this Clause 20.9, the Contractor's personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel. It is further provided that, in respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure as aforesaid under this Clause 20.9 shall be discharged if the Sub-contractor shall have insured against any liability in respect of such persons in such manner that the Authority is indemnified under the policy. The Contractor shall require such Sub-contractor to produce before the Authority, when required, such policy of insurance and the receipt for payment of the current premium within 10 (ten) days of such demand being made by the Authority.

20.10 Application of insurance proceeds

The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Highway and the provisions of this Agreement in respect of construction of works shall apply mutatis mutandis to the works undertaken out of the proceeds of insurance.

20.11 Compliance with policy conditions

Each Party hereby expressly agrees to fully indemnify the other Party from and against all losses and claims arising from its failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Part V

Force Majeure and Termination

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 21

FORCE MAJEURE

21.1 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 21.2, 21.3 and 21.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

21.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

(b) strikes or boycotts (other than those involving the Contractor, Sub-contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Highway for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 30 (thirty) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 21.3;

(c) any failure or delay of a Sub-contractor but only to the extent caused by another Non-Political Event;

(d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(f) any event or circumstances of a nature analogous to any of the foregoing.

21.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 30 (thirty) days in an Accounting Year;

(c) any civil commotion, boycott or political agitation which prevents construction of the Project Highway by the Contractor for an aggregate period exceeding 30 (thirty) days in an Accounting Year;

(d) any failure or delay of a Sub-contractor to the extent caused by any Indirect Political Event;

(e) any Indirect Political Event that causes a Non-Political Event; or

(f) any event or circumstances of a nature analogous to any of the foregoing.

21.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause 19.17;

(b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Contractor or of the Sub-Contractors;

(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Contractor or any of the Sub-contractors to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's or any Sub-contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

General Manager Projects-I
O.R. & C.C. Ltd., Bhubaneshwar

(d) any failure or delay of a Sub-contractor but only to the extent caused by another Political Event; or

(e) any event or circumstances of a nature analogous to any of the foregoing.

21.5 Duty to report Force Majeure Event

21.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 21 with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim.

21.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 10 (ten) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

21.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 21.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

21.6 Effect of Force Majeure Event on the Agreement

21.6.1 Upon the occurrence of any Force Majeure after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "**Force Majeure costs**") shall be allocated and paid as follows:

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;

General Manager Projects-I
O.R. & C.C. Ltd., Bhubaneshwar

(b) upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and

(c) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.

For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.

21.6.2 Save and except as expressly provided in this Article 21, 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 occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

21.6.3 Upon the occurrence of any Force Majeure Event during the Construction Period, the Project Completion Schedule for and in respect of the affected Works shall be extended on a day for day basis for such period as performance of the Contractor's obligations is affected on account of the Force Majeure Event or its subsisting effects.

21.7 Termination Notice for Force Majeure Event

21.7.1 If a Force Majeure Event subsists for a period of 60 (sixty) days or more within a continuous period of 120 (one hundred and twenty) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 21, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

21.8 Termination Payment for Force Majeure Event

21.8.1 In the event of this Agreement being terminated on account of a Non-Political Event, the Termination Payment shall be an amount equal to the sum payable under Clause 23.5.

General Manager Projects-I
O.E. & C.C. Ltd., Bhubaneshwar

Provided that in the event Termination occurs during the Maintenance Period, the Authority's Engineer shall only determine the value of Works associated with Maintenance.

21.8.2 If Termination is on account of an Indirect Political Event, the Termination Payment shall include:

(a) any sums due and payable under Clause 23.5; and

(b) the reasonable cost, as determined by the Authority's Engineer, of the Plant and Materials procured by the Contractor and transferred to the Authority for use in Construction or Maintenance, only if such Plant and Materials are in conformity with the Specifications and Standards;

Provided that in the event Termination occurs during the Maintenance Period, the Authority's Engineer shall only determine the value of Works associated with Maintenance.

21.8.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Contractor in an amount that would be payable under Clause 23.6.2 as if it were an Authority Default.

21.9 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

21.10 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

General Manager Projects-I
O.P. & C.C. Ltd., Bhubaneshwar

ARTICLE 22

SUSPENSION OF CONTRACTOR'S RIGHTS

22.1 Suspension upon Contractor Default

Upon occurrence of a Contractor Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend carrying out of the Works or Maintenance or any part thereof, and (ii) carry out such Works or Maintenance itself or authorise any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

22.2 Authority to act on behalf of Contractor

During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the Authority for all costs incurred during such period. The Contractor hereby licences and sub-licences respectively, the Authority or any other person authorised by it under Clause 22.1 to use during Suspension, all Intellectual Property belonging to or licence to the Contractor with respect to the Project Highway and its design, engineering, construction and maintenance, and which is used or created by the Contractor in performing its obligations under the Agreement.

22.3 Revocation of Suspension

22.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

22.3.2 Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

22.4 Termination

22.4.1 At any time during the period of Suspension under this Article 22, the Contractor may by notice require the Authority to revoke the Suspension and issue a Termination Notice. The Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 23.

22.4.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 90 (ninety) days from the date of Suspension hereunder, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Contractor Default.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwa

ARTICLE 23

TERMINATION

23.1 Termination for Contractor Default

23.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Contractor shall be deemed to be in default of this Agreement (the "**Contractor Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

(a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 7.3, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;

(c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-J, subject to any Time Extension, and continues to be in default for 45 (forty five) days;

(d) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Highway without the prior written consent of the Authority;

(e) the Contractor fails to proceed with the Works in accordance with the provisions of Clause 10.1 or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorised by the Authority's Engineer;

(f) the Project Completion Date does not occur within the period specified in Schedule-J for the Scheduled Completion Date, or any extension thereof;

(g) failure to complete the Punch List items within the periods stipulated therefore in Clause 12.2.1;

(h) the Contractor fails to rectify any Defect, the non-rectification of

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority's Engineer;

(i) the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works or the Maintenance without the prior approval of the Authority;

(j) the Contractor creates any Encumbrance in breach of this Agreement;

(k) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect ;

(l) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Project;

(m) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(n) a resolution for winding up of the Contractor is passed, or any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:

    (i) the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and

    (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Contractor as at the Appointed Date;

(o) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(p) the Contractor submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

(q) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or

(r) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Authority.

23.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Contractor Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

23.1.3 After termination of this Agreement for Contractor Default, the Authority may complete the Works and/or arrange for any other entities to do so. The Authority and these entities may then use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor.

23.2 Termination for Authority Default

23.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Contractor or due to Force Majeure. The defaults referred to herein shall include:

(a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Contractor;

(b) the Authority has failed to make payment of any amount due and payable to the Contractor within the period specified in this Agreement;

(c) the Authority has failed to provide, within a period of 180 (one hundred and eighty) days from the Appointed Date, the environmental clearances required for construction of the Project Highway;

General Manager Projects-I
O.B. & C.C. Ltd. Bhubaneshwar

(d) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or

(e) the Authority's Engineer fails to issue the relevant Interim Payment Certificate within 60 (sixty) days after receiving a statement and supporting documents.

23.2.2 Without prejudice to any other right or remedy which the Contractor may have under this Agreement, upon occurrence of an Authority Default, the Contractor shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

If on the consideration of the Authority's representation or otherwise, the contractor does not issue the Termination Notice on such 15th day and prefers to continue with the project, it is deemed that the cause of action of the Termination Notice has been condoned by the Contractor. Hence, he forfeits his right to any other remedy on that count.

23.3 Termination for Authority's convenience

Notwithstanding anything stated hereinabove, the Authority may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice hereunder.

23.4 Requirements after Termination

Upon Termination of this Agreement in accordance with the terms of this Article 23, the Contractor shall comply with and conform to the following:

(a) deliver to the Authority all Plant and Materials which shall have become the property of the Authority under this Article 23;

(b) deliver all relevant records, reports, Intellectual Property and other licences pertaining to the Works, Maintenance, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "as built' Drawings for the Works;

(c) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and

(d) vacate the Site within 15 (fifteen) days.

23.5 Valuation of Unpaid Works

23.5.1 Within a period of 45 (forty-five) days after Termination under Clause 23.1, 23.2 or 23.3, as the case may be, has taken effect, the Authority's Engineer

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

shall proceed in accordance with Clause 18.5 to determine as follows the valuation of unpaid Works (the "**Valuation of Unpaid Works**"):

(a) value of the completed stage of the Works, less payments already made;

(b) reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards; and

(c) value of Maintenance, if any, for completed months, less payments already made,

and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement; and (ii) all taxes due to be deducted at source.

23.5.2 The Valuation of Unpaid Works shall be communicated to the Authority, with a copy to the Contractor, within a period of 30 (thirty) days from the date of Termination.

23.6 Termination Payment

23.6.1 Upon Termination on account of Contractor's Default under Clause 23.1, the Authority shall:

(a) encash and appropriate the Performance Security and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security, claim the amount stipulated in Clause 7.1.1, as agreed pre-determined compensation to the Authority for any losses, delays andcost of completing the Works and Maintenance, if any;

(b) encash and appropriate the bank guarantee, if any, for and in respect of the outstanding Advance Payment and interest thereon; and

(c) pay to the Contractor, by way of Termination Payment, an amount equivalent to the Valuation of Unpaid Works after adjusting any other sums payable or recoverable, as the case may be,in accordance with the provisions of this Agreement.

23.6.2 Upon Termination on account of an Authority Default under Clause 23.2 or for Authority's convenience under Clause 23.3, the Authority shall:

(a) return the Performance Security and Retention Money forthwith;

(b) encash and appropriate the bank guarantee, if any, for and in respect of the outstanding Advance Payment; and

(c) pay to the Contractor, by way of Termination Payment, an amount equal to:

(i) Valuation of Unpaid Works;

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(ii) the reasonable cost, as determined by the Authority's Engineer, of the Plant and Materials procured by the Contractor and transferred to the Authority for its use, only if such Plant and Materials are in conformity with the Specifications and Standards;

(iii) the reasonable cost of temporary works, as determined by the Authority's Engineer; and

(iv) 10% (ten percent) of the cost of the Works and Maintenance that are not commenced or not completed,

and shall adjust from the sum thereof(i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement, and (ii) all taxes due to be deducted at source.

23.6.3 Termination Payment shall become due and payable to the Contractor within 30 (thirty) days of a demand being made by the Contractor to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at the Base Rate plus 2% (two percent), calculated at quarterly rests, on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

23.6.4 The Contractor expressly agrees that Termination Payment under this Article 23 shall constitute a full and final settlement of all claims of the Contractor on account of Termination of this Agreement and that it shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

23.7 Other rights and obligations of the Parties

Upon Termination for any reason whatsoever

(a) property and ownership in all Materials, Plant and Works and the Project Highway shall, as between the Contractor and the Authority, vest in the Authority in whole; provided that the foregoing shall be without prejudice to Clause 23.6

(b) risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the Authority; and

(c) the Authority shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project except for taking possession of materials, stores, implements, construction plants and equipment of the Contractor, which have not been vested in the Authority in accordance with the provisions of this Agreement.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

23.8 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or Agreement. All rights and obligations of either Party under this Agreement, including Termination Payments, shall survive the Termination up to a period of 3 (three) years for giving effect to such rights and obligations.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Part VI

Other Provisions

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 24

ASSIGNMENT AND CHARGES

24.1 Restrictions on assignment and charges

This Agreement shall not be assigned by the Contractor to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

24.2 Hypothecation of Materials or Plant

Notwithstanding the provisions of Clause 24.1, the Contractor may pledge or hypothecate to its lenders, any Materials or Plant prior to their incorporation in the Works. Further, the Contractor may, by written notice to the Authority, assign its right to receive payments under this Agreement either absolutely or by way of charge, to any person providing financing to the Contractor in connection with the performance of the Contractor's obligations under this Agreement. The Contractor acknowledges that any such assignment by the Contractor shall not relieve the Contractor from any obligations, duty or responsibility under this Agreement.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 25

LIABILITY AND INDEMNITY

25.1 General Indemnity

25.1.1 The Contractor will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

25.2 Indemnity by the Contractor

25.2.1 Without limiting the generality of Clause 25.1, the Contractor shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Contractor to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.

25.2.2 Without limiting the generality of the provisions of this Article 25, the Contractor shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Sub-contractors in performing the Contractor's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make

General Manager Projects-I
O.R. & C.C. Ltd., Bhubaneswar

every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Highway, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Contractor is unable to secure such licence within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

25.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 25 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

25.4 Defence of claims

25.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 25, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneswar

25.4.2 If the Indemnifying Party has exercised its rights under Clause 25.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

25.4.3 If the Indemnifying Party exercises its rights under Clause 25.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 25.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

25.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 25, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

25.6 Survival on Termination

The provisions of this Article 25 shall survive Termination.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 26

DISPUTE RESOLUTION

26.1 Dispute Resolution

26.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 26.2.

26.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

26.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority's Engineer, or such other person as the Parties may mutually agree upon (the "**Conciliator**") to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Chairman OB & CC Ltd. and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) business day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 26.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 26.3.

26.3 Arbitration

26.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 26.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 26.3.2. Such arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 of India. The venue of such arbitration shall be Bhubaneswar, and the language of arbitration proceedings shall be English.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

26.3.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

26.3.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Article 26 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

26.3.4 The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

26.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

26.3.6 In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance.

26.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 26.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 27

MISCELLANEOUS

27.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of Odisha/ India, and the courts at Bhubaneswar shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

27.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

27.3 Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to Base Rate plus 2 (two) percent, calculated at quarterly rests, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

27.4 Waiver

27.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

(a) 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;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

27.4.2 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 there under 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.

27.5 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the Authority or the Authority's Engineer of any Document or Drawing submitted by the Contractor nor any observation or inspection of the construction, or maintenance of the Project Highway nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and

(b) the Authority shall not be liable to the Contractor by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

27.6 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

27.7 Survival

27.7.1 Termination shall:

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneswar

(a) not relieve the Contractor or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

27.7.2 All obligations surviving Termination/ final settlements shall only survive for a period of **3 (three) years** following the date of such Termination / final settlements.

27.8 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

27.9 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

27.10 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

27.11 Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

27.12 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

27.13 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Contractor, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Contractor may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address within Odisha may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the person as the Contractor may from time to time designate by notice to the Authority;

[***]

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Contractor; provided that if the Contractor does not have an office in Bhubaneswar it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

27.14 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 language.

27.15 Counterparts

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

27.16 Confidentiality

The Parties shall treat the details of this Agreement as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Authority.

27.17 Copyright and Intellectual Property rights

27.17.1 As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing this Agreement) to give to the Authority a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

(a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,

(b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and

(c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Contractor:

27.17.2 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Authority for purposes other than those permitted under this Clause 27.17.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

27.17.3 As between the Parties, the Authority shall retain the copyright and other intellectual property rights in this Agreement and other documents made by (or on behalf of) the Authority. The Contractor may, at its cost, copy, use, and obtain communication of these documents for the purposes of this Agreement. They shall not, without the Authority's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the contract.

27.18 Limitation of Liability

27.18.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement, save and except as provided under Articles 23 and 25.

27.18.2 The total liability of one Party to the other Party under and in accordance with the provisions of this Agreement, save and except as provided in Articles 23 and 25, shall not exceed the Contract Price. For the avoidance of doubt, this Clause shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

ARTICLE 28

DEFINITIONS

28.1 Definitions

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:

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Advance Payment**" shall have the meaning set forth in Clause 19.2;

"**Affected Party**" shall have the meaning set forth in Clause 21.1;

"**Affiliate**" means, in relation to either Party {and/or Members}, a person who controls, is controlled by, or is under the common control with such Party {or Member} (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"Agreement" means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project Highway during the subsistence of this Agreement;

"**Appointed Date**" means that date which is later of the 15th day of the date of this Agreement, the date on which the Contractor has delivered the Performance Security in accordance with the provisions of Article 7 and the

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

date on which the Authority has provided the Right of Way on no less than 90% (Ninety per cent) of the total length of Project Highway;

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"Authority" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"Authority Default" shall have the meaning set forth in Clause 23.2;

"Authority's Engineer" shall have the meaning set forth in Clause 18.1;

"Authority Representative" means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

"Bank" means a Public Sector Bank in India;

"Base Rate" means the floor rate of interest announced by the State Bank of India for all its lending operations;

"Base Date" means the last date of that calender month, which date precedes the Bid Due Date by at least 28 (twenty eight) days;

"Bid" means the documents in their entirety comprised in the bid submitted by the [selected bidder/Consortium] in response to the Request for Proposals in accordance with the provisions thereof;

"**Bid Security**" means the bid security provided by the Contractor to the Authority in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

"Change in Law" means the occurrence of any of the following after the Base Date:

(a) the enactment of any new Indian law;

(b) the repeal, modification or re-enactment of any existing Indian law;

(c) the commencement of any Indian law which has not entered into effect until the Base Date;

(d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date; or

General Manager Projects-I
O.S. & C.C. Ltd., Bhubaneshwar

(e) Deleted

"Change of Scope" shall have the meaning set forth in Article 13;

"Change of Scope Notice" shall have the meaning set forth in Clause 13.2.1;

"Change of Scope Order" shall have the meaning set forth in Clause 13.2.4;

"Completion Certificate" shall have the meaning set forth in Clause 12.4;

{**"Consortium"** means the consortium of entities which have formed a joint venture for implementation of this Project;}[1]

"Construction" shall have the meaning set forth in Clause 1.2.1 (f);

"Construction Period" means the period commencing from the Appointed Date and ending on the date of the Completion Certificate;

"Contract Price" means the amount specified in Clause 19.1.1;

"Contractor" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"Contractor Default" shall have the meaning set forth in Clause 23.1;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by the Authority or the Authority's Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Authority's Engineer to accord their approval;

[1] This definition may be omitted if the Contractor is not a Consortium.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

"Damages" shall have the meaning set forth in paragraph (w) of Clause 1.2.1;

"Defect" means any defect or deficiency in Construction of the Works or any part thereof, which does not conform with the Specifications and Standards, and in the case of Maintenance, means any defect or deficiency which is specified in Schedule-E;

"Defects Liability Period"shall have the meaning set forthin Clause 17.1;

"Dispute" shall have the meaning set forth in Clause 26.1.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 26;

"Drawings" means all of the drawings, calculations and documents pertaining to the Project Highway as set forth in Schedule-I, and shall include 'as built' drawings of the Project Highway;

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Emergency" means a condition or situation that is likely to endanger the safety or security of the individuals on or about the Project Highway, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrances" means, in relation to the Project Highway, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Highway, where applicable herein but excluding utilities referred to in Clause 9.1;

"EPC" means engineering, procurement and construction;

"Final Payment Certificate" shall have the meaning set forth in Clause 19.15.1;

"**Final Payment Statement**" shall have the meaning set forth in Clause 19.13.1;

"Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 21.1;

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

"GAD" or "General Arrangement Drawings" shall have the meaning set forth in Clause 4.1.3 (b);

"GOI" or "Government" means the Government of India;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"Government Instrumentality" means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Highway or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement;

"IRC" means the Indian Roads Congress;

"Indemnified Party" means the Party entitled to the benefit of an indemnity pursuant to Article 25;

"Indemnifying Party" means the Party obligated to indemnify the other Party pursuant to Article 25;

"Indirect Political Event" shall have the meaning set forth in Clause 21.3;

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Contractor pursuant to Article 20, and includes all insurances required to be taken out by the Contractor under Clauses 20.1 and 20.9 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"Intellectual Property" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

"**Interim Payment Certificate**" or "**IPC**" means the interim payment certificate issued by the Authority's Engineer for payment to the Contractor in respect of Contractor's claims for payment raised in accordance with the provisions of this Agreement;

[**"Lead Member"** shall, in the case of a consortium, mean the member of such consortium who shall have the authority to bind the contractor and each member of the Consortium; and shall be deemed to be the Contractor for the purposes of this Agreement;]§

"LOA" or "Letter of Acceptance" means the letter of acceptance referred to in Recital (E);

"Maintenance" means the maintenance of the Project Highway as set forth in Article 14 for the period specified therein;

"**Maintenance Inspection Report**" shall have the meaning set forth in Clause 15.2.1;

"Maintenance Manual" shall have the meaning ascribed to it in Clause 10.7;

"Maintenance Programme" shall have the meaning set forth in Clause 14.3;

"Maintenance Period" shall have the meaning set forth in Clause 14.1.1;

"Maintenance Requirements" shall have the meaning set forth in Clause 14.2;

"Major Bridge" means a bridge having a total length of more than 60 (sixty) metres between the inner faces of the dirt walls as specified in IRC:5-1998;

"**Manual**" shall mean the Manual of Standards and Specifications for Two Laning of Highways (IRC: SP:73-2018);

"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"Materials" are all the supplies used by the Contractor for incorporation in the Works or for the maintenance of the Project Highway;

"Monthly Maintenance Statement shall have the meaning set forth in Clause 19.6.1;

§This definition may be omitted if the Contractor is not a Consortium.

General Manager Projects-I
O.B. & C.C. Ltd. Bhubaneshwar

"**MORTH**" means the Ministry of Road Transport and Highways or any substitute thereof dealing with Highways;

"**Non-Political Event**" shall have the meaning set forth in Clause 21.2;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually;

"Performance Security" shall have the meaning set forth in Clause 7.1;

"Plant" means the apparatus and machinery intended to form or forming part of the Works;

"Political Event" shall have the meaning set forth in Clause 21.4;

"Programme" shall have the meaning set forth in Clause 10.1.3;

"Project" means the construction and maintenance of the Project Highway in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

"Project Assets" means all physical and other assets relating to (a) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road over-bridges, drainage works, traffic signals, sign boards, kilometre-stones, [toll plaza(s)], electrical systems, communication systems, rest areas, relief centres, maintenance depots and administrative offices; and (b) Project Facilities situated on the Site;

"Project Completion Date" means the date on which the Provisional Certificate is issued and in the event no Provisional Certificate is issued, the date on which the Completion Certificate is issued;

"Project Completion Schedule" means the progressive Project Milestones set forth in Schedule-J for completion of the Project Highway on or before the Scheduled Completion Date;

"Project Facilities" means all the amenities and facilities situated on the Site, as described in Schedule-C;

"**Project Highway**" means the proposed Bridge Site Annex-I of Schedule-A and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

"Project Milestone" means the project milestone set forth in Schedule-J;

"**Proof Consultant**" shall have the meaning set forth in Clause 10.2.2;

"Provisional Certificate" shall have the meaning set forth in Clause 12.2;

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

"Punch List" shall have the meaning set forth in Clause 12.2.1;

"Quality Assurance Plan" or **"QAP"** shall have the meaning set forth in Clause 11.2;

"Re.", "Rs." or "Rupees" or "Indian Rupees" means the lawful currency of the Republic of India;

"**Request for Proposals**" *or* "**RFP**" shall have the meaning set forth in Recital 'D';

"Request for Qualification" or "RFQ" shall have the meaning set forth in Recital 'C';

"Retention Money" shall have the meaning set forth in Clause 7.5.1;

"Right of Way" means the constructive possession of the Site free from encroachments and encumbrances, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction and maintenance of the Project Highway in accordance with this Agreement;

"**Safety Consultant**" shall have the meaning set forth in Clause 10.1.5;

"Scheduled Completion Date" shall be the date set forth in Clause

10.3.1; **"Scope of the Project"** shall have the meaning set forth in Clause

2.1; **"Section"** means a part of the Project Highway;

"Site" shall have the meaning set forth in Clause 8.1;

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Highway, as set forth in Schedule-D, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project Highway submitted by the Contractor to, and expressly approved by, the Authority;

"**Stage Payment Statement**" shall have the meaning set forth in Clause 19.4;

"**Structures**" means an elevated road or a flyover, as the case may be;

"Sub-contractor" means any person or persons to whom a part of the Works or the Maintenance has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

"Suspension" shall have the meaning set forth in Article 22;

"Taxes" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, Materials, equipment and services incorporated in and forming part of the Project Highway charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"Termination" means the expiry or termination of this Agreement;

"Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"Termination Payment" means the amount payable by either Party to the other upon Termination in accordance with Article 23;

"Terms of Reference" or "TOR" shall have the meaning set forth in Clause 18.2.1;

"Tests" means the tests set forth in Schedule-K to determine the completion of Works in accordance with the provisions of this Agreement;

"Time Extension" shall have the meaning set forth in Clause 10.5.1;

"User" means a person who travels or intends to travel on the Project Highway or any part thereof in/on any vehicle;

"Valuation of Unpaid works" shall have the meaning set forth in Clause 23.5.1;

"Works" means all works including survey and investigation, design, engineering, procurement, construction, Plant, Materials, maintenance, temporary works and other things necessary to complete the Project Highway in accordance with this Agreement; and

"WPI" means the wholesale price index for various commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

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SCHEDULES

General Manager Projects-I
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SCHEDULE – A

(See Clause 10.1)

SITE OF THE PROJECT

1 The Site

1.1 Site of the Project Highway shall include the land, buildings, structures, and road works as described in Annex-I of this Schedule-A.

1.2 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Concessionaire, and such inventory shall form part of the memorandum referred to in Clause 10.3.1 of the Agreement.

1.3 Additional land required for Toll Plaza, Traffic Aid Posts, Medical Aid Posts and vehicle rescue posts or for construction of works specified in the Change of Scope Order issued under Clause 16.2.3 of this Agreement shall be acquired in accordance with the provisions of Clause 10.3.6 of this Agreement. Upon acquisition, such land shall form part of the Site and vest in the Government.

1.4 The dates of handing over the Right of Way to the Concessionaire are specified in Annex-IV of this Schedule-A.

1.5 The alignment plans of the Project Highway are specified in Annex-V. In the case of sections where no modification in the existing alignment of the Project Highway is contemplated, the alignment plan has not been provided. Alignment plans have only been given for sections where the existing alignment is proposed to be modified.

1.6 The status of the environment clearances obtained or awaited is given in Annex-VI.

2 Deleted

3 Deleted.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Annex - I
(Schedule-A)

Site for Project Highway

1. Site

The Site of the Project Highway (11.00m Carriageway-Elevated) shall include service/slip road (5.50m both sides) and strengthening of the Project Highway from existing & proposed km 0.000 to existing & proposed km 4.875 (Length-4.875Km) in the State of Odisha" i.e. the Joda-Bamberi Section in the State of Odisha. The land, carriageway and structures comprising the Site are described below.

2. Land

The Site of the Project Highway comprises the land described below:

S No	Proposed Chainage (Km)		Existing RoW from Proposed Centre line		Total E RoW (m)
	From	To	LHS	RHS	LHS+RHS
1	0.000	0.050	23.710	32.840	56.550
2	0.050	0.100	16.380	46.360	62.740
3	0.100	0.150	10.370	42.100	52.470
4	0.150	0.200	10.140	33.600	43.740
5	0.200	0.250	12.180	27.120	39.300
6	0.250	0.300	22.570	7.990	30.560
7	0.300	0.350	18.280	11.400	29.680
8	0.350	0.400	26.290	12.670	38.960
9	0.400	0.450	15.400	22.700	38.100
10	0.450	0.500	14.720	22.920	37.640
11	0.500	0.550	22.270	12.450	34.720
12	0.550	0.600	11.930	17.810	29.740
13	0.600	0.650	8.810	21.440	30.250
14	0.650	0.700	12.750	21.850	34.600
15	0.700	0.750	17.980	21.610	39.590
16	0.750	0.800	17.750	16.130	33.880
17	0.800	0.850	23.650	12.080	35.730
18	0.850	0.900	22.020	14.060	36.080
19	0.900	0.950	12.050	31.170	43.220
20	0.950	1.000	12.090	31.680	43.770
21	1.000	1.050	13.610	29.280	42.890
22	1.050	1.100	15.790	27.370	43.160
23	1.100	1.150	17.320	20.800	38.120
24	1.150	1.200	16.430	20.390	36.820

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S No	Proposed Chainage (Km)		Existing RoW from Proposed Centre line		Total ERoW(m)
	From	To	LHS	RHS	LHS+RHS
25	1.200	1.250	19.640	16.670	36.310
26	1.250	1.300	13.000	18.110	31.110
27	1.300	1.350	15.270	22.140	37.410
28	1.350	1.400	12.650	23.160	35.810
29	1.400	1.450	13.840	19.770	33.610
30	1.450	1.500	20.090	10.470	30.560
31	1.500	1.550	20.170	10.610	30.780
32	1.550	1.600	10.060	13.570	23.630
33	1.600	1.650	9.180	14.170	23.350
34	1.650	1.700	11.340	11.410	22.750
35	1.700	1.750	13.720	10.090	23.810
36	1.750	1.800	16.170	2.150	18.320
37	1.800	1.850	5.210	7.390	12.600
38	1.850	1.900	13.510	11.820	25.330
39	1.900	1.950	15.880	6.370	22.250
40	1.950	2.000	17.690	6.380	24.070
41	2.000	2.050	5.440	14.120	19.560
42	2.050	2.100	2.630	5.620	8.250
43	2.100	2.150	9.760	3.100	12.860
44	2.150	2.200	15.900	2.030	17.930
45	2.200	2.250	5.560	13.610	19.170
46	2.250	2.300	16.780	17.240	34.020
47	2.300	2.350	12.090	22.310	34.400
48	2.350	2.400	10.340	28.660	39.000
49	2.400	2.450	8.740	32.130	40.870
50	2.450	2.500	9.740	33.570	43.310
51	2.500	2.550	12.190	30.150	42.340
52	2.550	2.600	15.650	26.820	42.470
53	2.600	2.650	19.170	22.960	42.130
54	2.650	2.700	21.670	19.200	40.870
55	2.700	2.750	24.410	14.410	38.820
56	2.750	2.800	13.520	16.730	30.250
57	2.800	2.850	10.530	19.050	29.580
58	2.850	2.900	10.480	19.430	29.910
59	2.900	2.950	10.600	20.460	31.060
60	2.950	3.000	14.300	20.830	35.130
61	3.000	3.050	11.480	21.690	33.170
62	3.050	3.100	10.340	22.370	32.710
63	3.100	3.150	8.420	22.270	30.690
64	3.150	3.200	13.200	22.560	35.760

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S No	Proposed Chainage (Km)		Existing RoW from Proposed Centre line		Total ERoW(m)
	From	To	LHS	RHS	LHS+RHS
65	3.200	3.250	12.150	24.580	36.730
66	3.250	3.300	13.910	20.820	34.730
67	3.300	3.350	20.860	16.210	37.070
68	3.350	3.400	26.540	11.810	38.350
69	3.400	3.450	23.130	14.380	37.510
70	3.450	3.500	18.250	18.990	37.240
71	3.500	3.550	14.500	21.080	35.580
72	3.550	3.600	16.790	21.910	38.700
73	3.600	3.650	17.270	21.530	38.800
74	3.650	3.700	17.220	21.310	38.530
75	3.700	3.750	17.720	20.270	37.990
76	3.750	3.800	20.570	20.490	41.060
77	3.800	3.850	22.390	18.770	41.160
78	3.850	3.900	23.940	16.750	40.690
79	3.900	3.950	24.960	13.000	37.960
80	3.950	4.000	22.140	19.790	41.930
81	4.000	4.050	19.070	21.340	40.410
82	4.050	4.100	17.590	22.600	40.190
83	4.100	4.150	15.460	23.220	38.680
84	4.150	4.200	18.110	25.800	43.910
85	4.200	4.250	18.900	23.700	42.600
86	4.250	4.300	20.380	21.810	42.190
87	4.300	4.350	20.840	20.300	41.140
88	4.350	4.400	22.070	19.820	41.890
89	4.400	4.450	22.550	19.880	42.430
90	4.450	4.500	23.530	17.740	41.270
91	4.500	4.550	25.830	15.220	41.050
92	4.550	4.600	12.370	8.370	20.740
93	4.600	4.650	4.800	10.020	14.820
94	4.650	4.700	4.750	9.000	13.750
95	4.700	4.750	4.550	11.060	15.610
96	4.750	4.800	4.820	8.560	13.380
97	4.800	4.875	9.820	8.220	18.040

3. **Carriageway**

The present carriageway of the Project Highway is Two Lane without Paved shoulder on both sides in its entire length. The type of the existing pavement is flexible.

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4. **Major Bridges**

The Site includes the following Major Bridges:

Sl. No	Existing Chainage (Km)	Proposed Chainage (Km)	Type of Structure			No. of Spans with span length (m)	Width (m)
			Foundation	Sub-structure	Super structure		
NIL							

5. **Road over-bridges (ROB)/ Road under-bridges (RUB)**

The Site includes the following ROB (road over railway line)/RUB (road under railway line):

Sl. No	Chainage (Km)	Type of Structure	No. of Spans with span length (m)	Width (m)	ROB/ RUB
Nil					

6. **Grade separators**

The Site includes the following grade separators:

Sl. No	Chainage (Km)	Type of Structure	No. of Spans with span length (m)	Width (m)
Nil				

7. **Minor bridges**

The Site includes the following minor bridges:

Sl. No	Existing Chainage (Km)	Proposed Chainage (Km)	Type of Structure			No. of Spans with span length (m)	Width (m)
			Foundation	Sub-structure	Super structure		
1	2.281	2.281	Open	RCC	RCC Deck slab over RCC Girder	(2x11m)+(1x10m)	8.10

8. **Railway level crossings**

The Site includes the following railway level crossings:

Sl. No.	Location (km)	Remarks
Nil		

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9. **Underpasses (vehicular, non vehicular)**

The Site includes the following underpasses:

Sl. No	Chainage (Km)	Type of Structure	No. of Spans with span length (m)	Width (m)
Nil				

10. **Culverts**

The Site has the following culverts:

Sl. No.	Ex. Chainage (Km)	Prop. Chainage (Km)	Type of Culverts	Spans / Opening	Width of Culvert (m)
1	1.730	1.730	Pipe	1 x 0.9Φ	12.00m
2	1.933	1.933	Pipe	1 x 0.9Φ	12.00m
3	2.667	2.667	Pipe	1 x 0.9Φ	12.00m
4	3.690	3.690	Slab	1x1.8x1.8	12.00m

11. **Bus bays**

The details of bus bays on the Site are as follows:

Sl. No.	Chainage (Km)	Side
Nil		

12. **Truck Lay byes**

The details of truck lay byes are as follows:

Sl. No.	Chainage (Km)	Length (m)	Left Hand Side	Right Hand Side
Nil				

13. **Road side drains**

The details of the roadside drains are as follows:

Sl. No.	Location		Type		LHS/ RHS
	From (Km)	To (km)	Masonary / CC (Pucca)	Earthen (Kutcha)	
1	1.165	4.145	CC		LHS+RHS

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14. Major junctions

The details of major junctions are as follows:

Sl. No.	Location (Km)	LHS/ RHS	Atgrade/ Separated	Cross Road Type			
				NH	SH	MDR	Others
Nil							

(NH: National Highway, SH: State Highway, MDR: Major District Road)

15. Minor junctions

The details of the minor junctions are as follows:

Sl. No.	Location (Km)	LHS/ RHS	Type	
			T-Junction	Road Cross
Nil				

16. Bypasses

The details of the bypasses are as follows:

Sl. No	Name of bypass (town)	Chainage		Length (Km)	Carriageway	
		From (Km)	To (Km)		Width (m)	Type
Nil						

17. Detail of any other structures

Nil

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Annex - II

(Schedule-A)

Dates for providing Right of Way

The dates on which the Authority shall provide Right of Way to the Concessionaire on different stretches of the Site are stated below:

S No		From KM To KM	Length (Km)	Width(m)	Date of Providing ROW
1	2		3	4	5
i	Full Right of way (Full Width)	0.000 to 1.791 1.813 to 1.863 1.890 to 1.926 1.985 to 2.035 2.058 to 2.084 2.112 to 2.239 2.142 to 2.248 2.260 to 4.713 4.753 to 4.875	1.791 0.050 0.036 0.050 0.026 0.127 0.106 2.451 0.122	As per Annexure-I – Schedule-A	Within 10days from the agreement
ii	Part Right of way (Part Width)	1.791 to 1.813 1.866 to 1.890 1.927 to 1.985 2.035 to 2.085 2.058 to 2.238 2.112 to 2.142 2.248 to 2.260 4.713 to 4.753 4.715 to 4.743	0.022 0.030 0.060 0.050 0.180 0.030 0.012 0.040 0.028	As per Annexure-I – Schedule-A	Within 10days from the agreement
iii	Balance Right of way (Width)	1.791 to 1.813(LHS) 1.866 to 1.890(LHS) 1.927 to 1.985(RHS) 2.035 to 2.085(LHS) 2.058 to 2.238(RHS) 2.112 to 2.142(LHS) 2.248 to 2.260(LHS) 4.713 to 4.753(LHS) 4.715 to 4.743(RHS)	0.022 0.030 0.060 0.050 0.180 0.030 0.012 0.040 0.028	5.14 3.00 3.37 4.13 5.33 4.11 3.79 8.37 3.63	Within 90days from the agreement

* The dates specified herein shall in no case be beyond 150 (one hundred and fifty) days after the Appointed Date.

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Annex - III

(Schedule-A)

Alignment Plans

The alignment plan and profile of the Project Highway is provided below:

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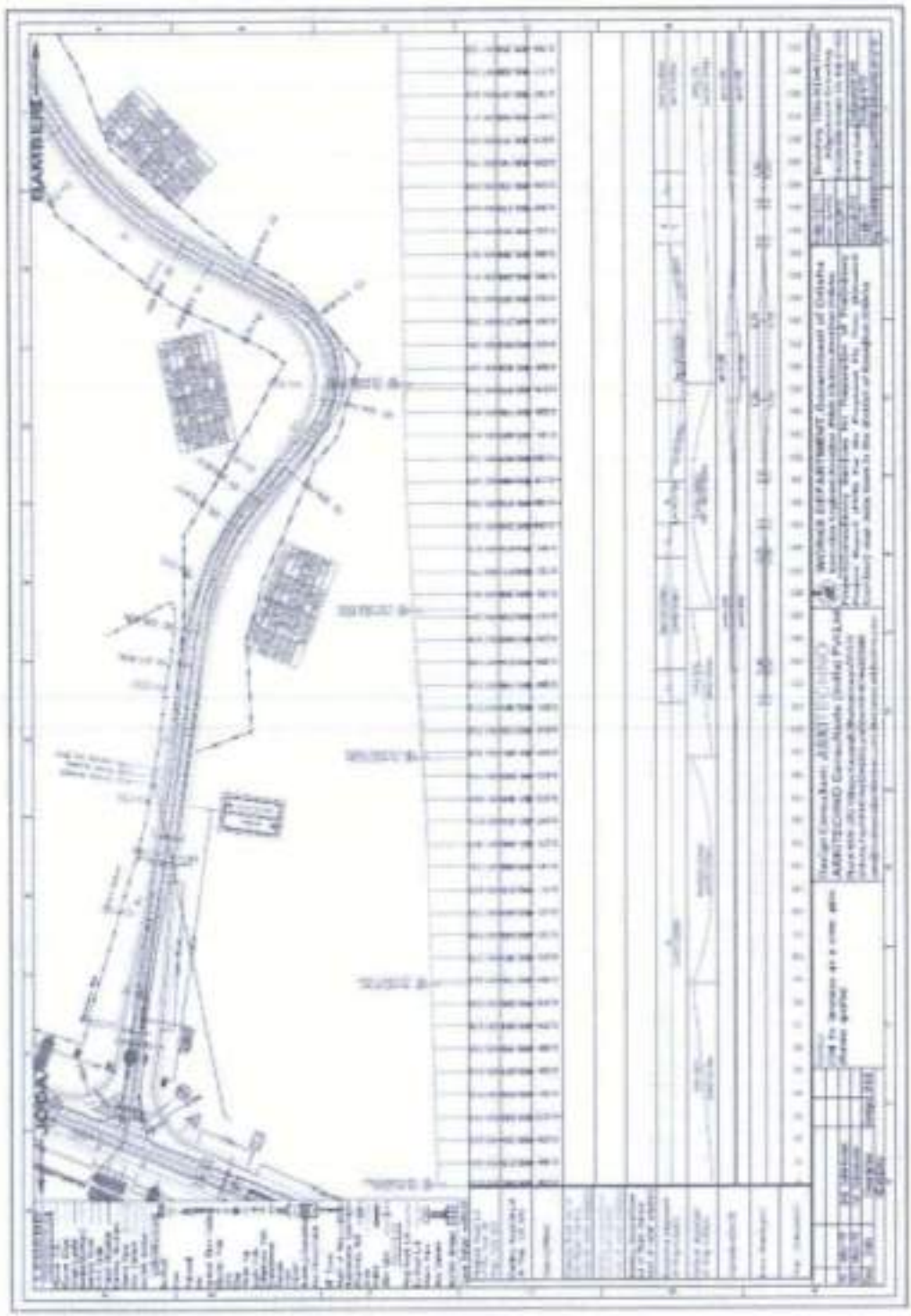

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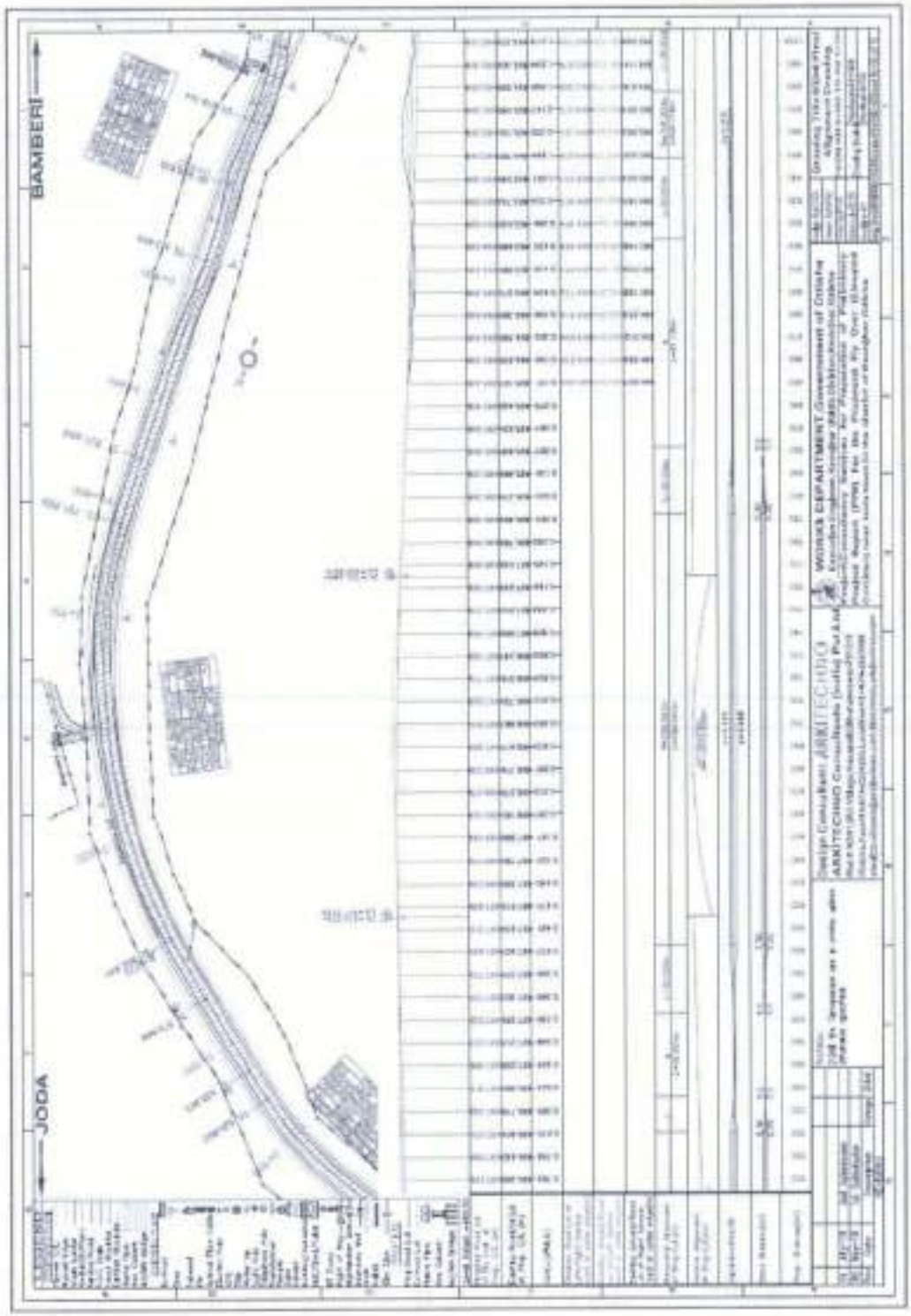

137

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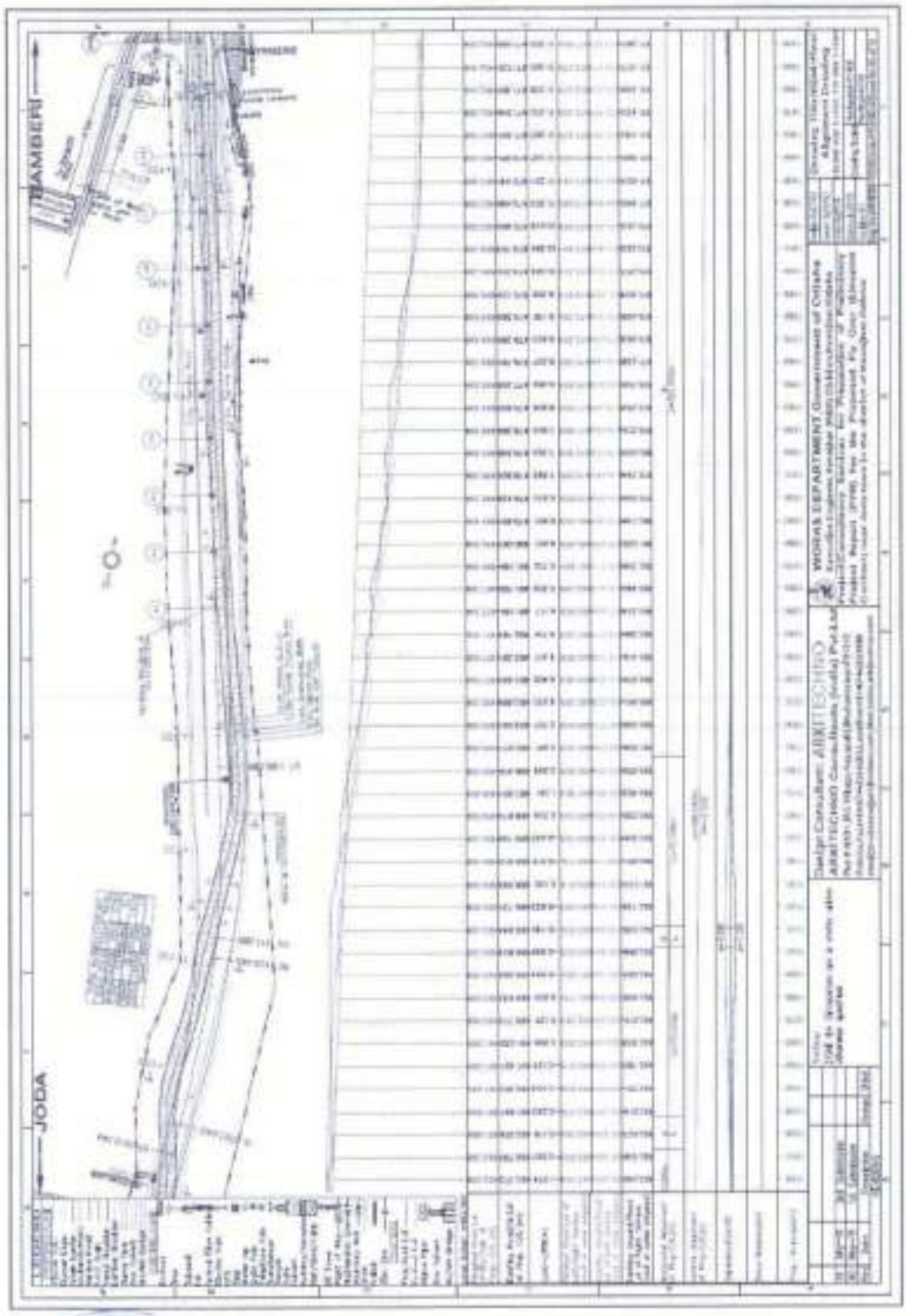

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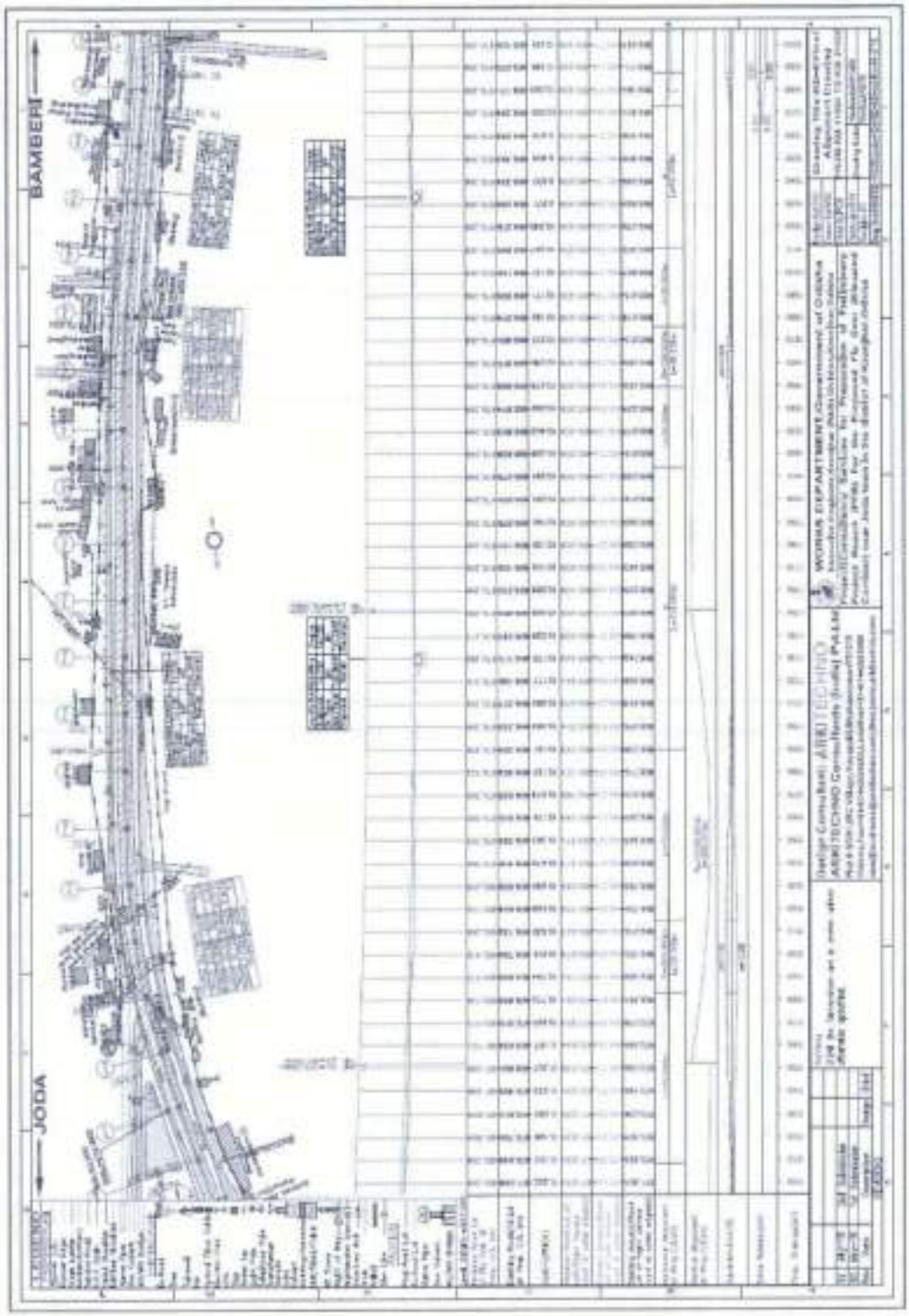

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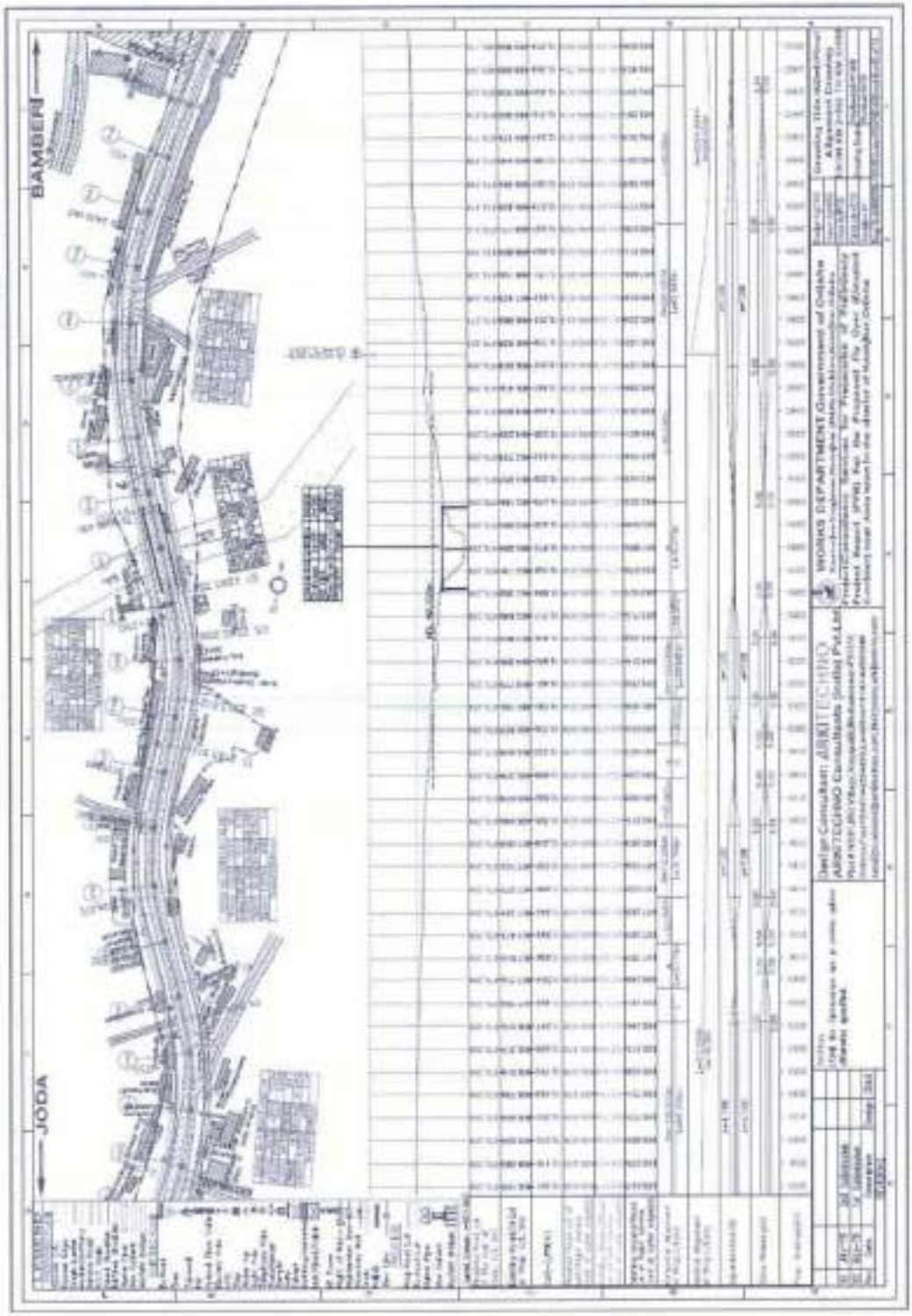

General Manager Projects-I
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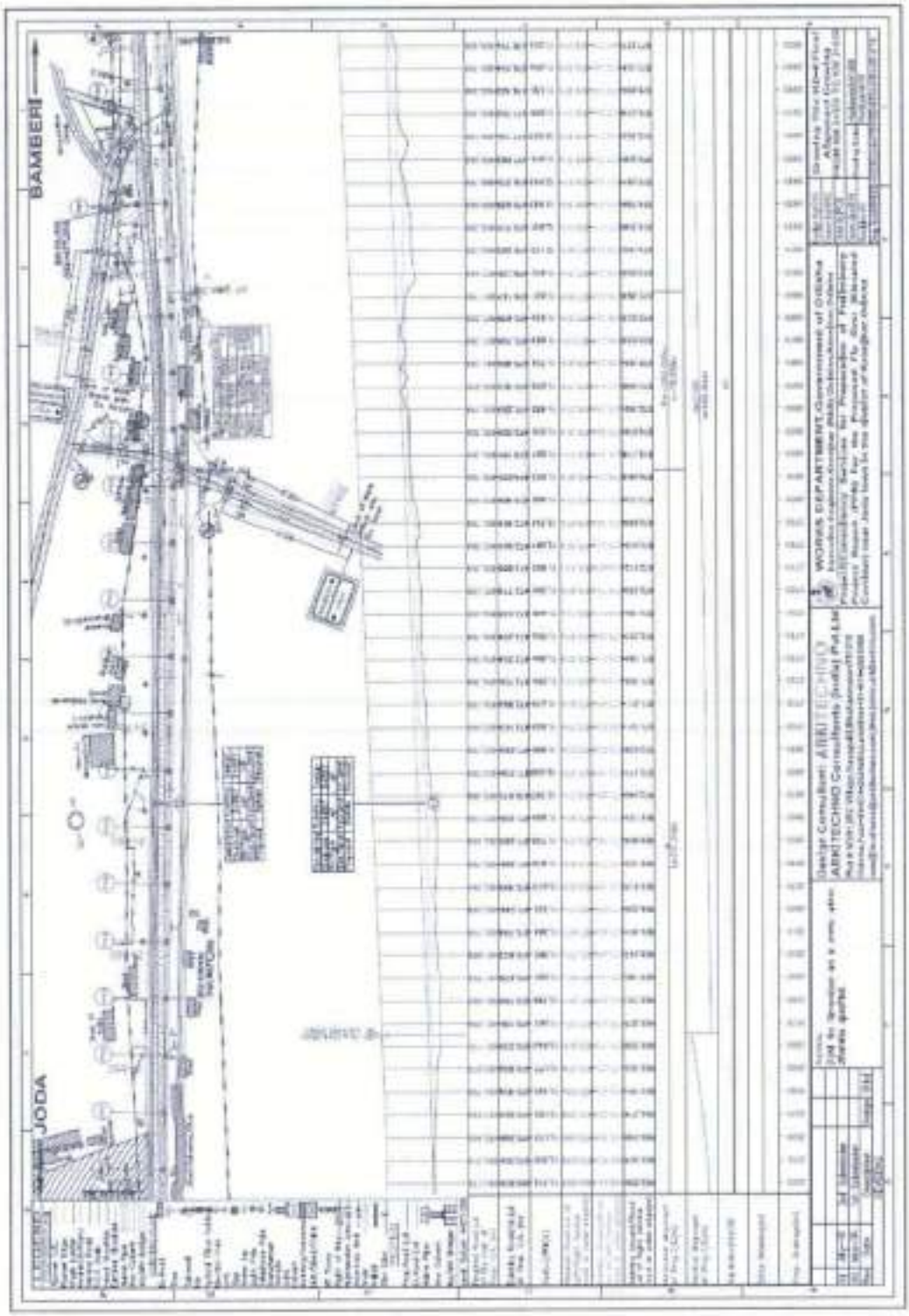

General Manager Projects-I
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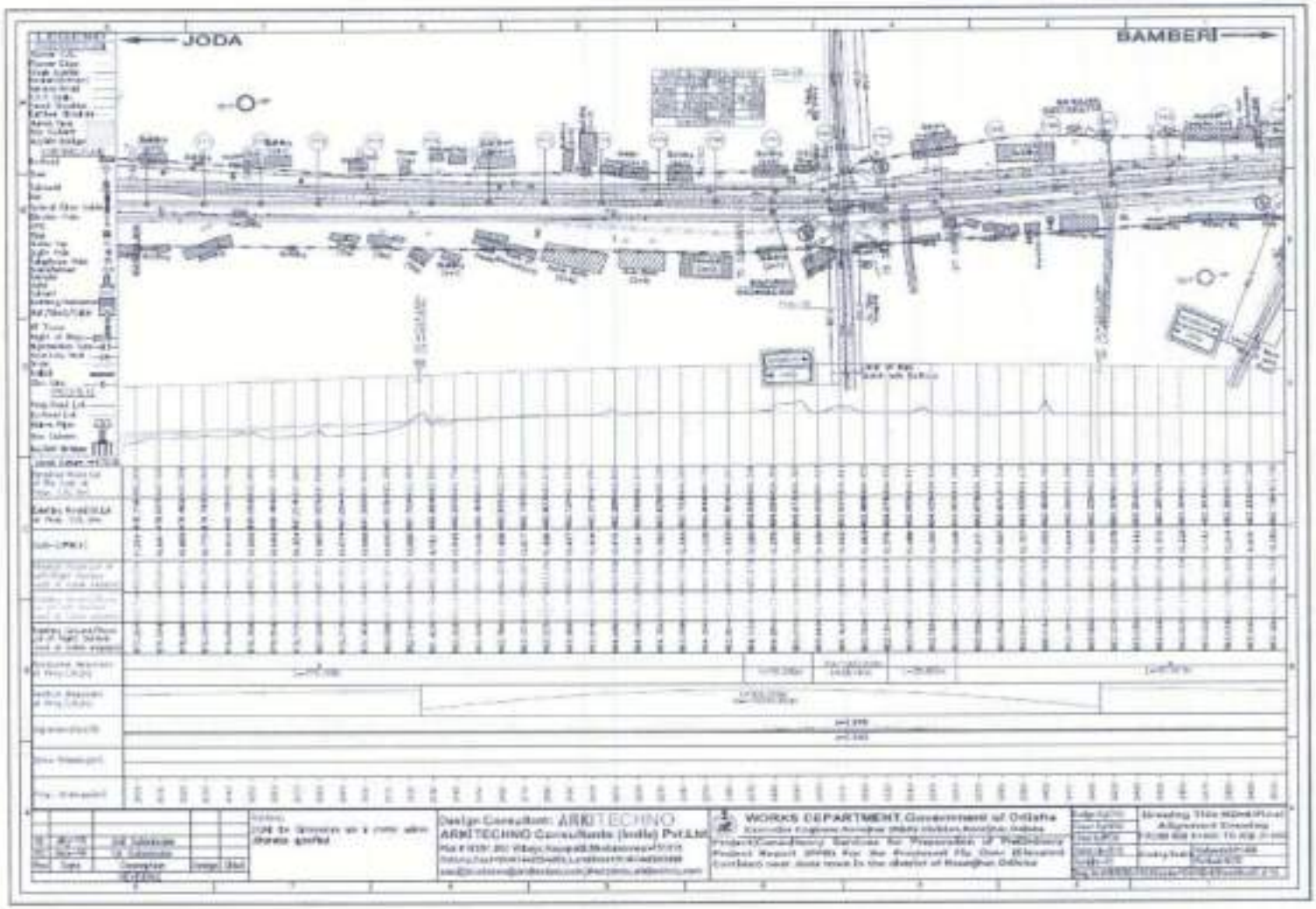

General Manager Projects-I
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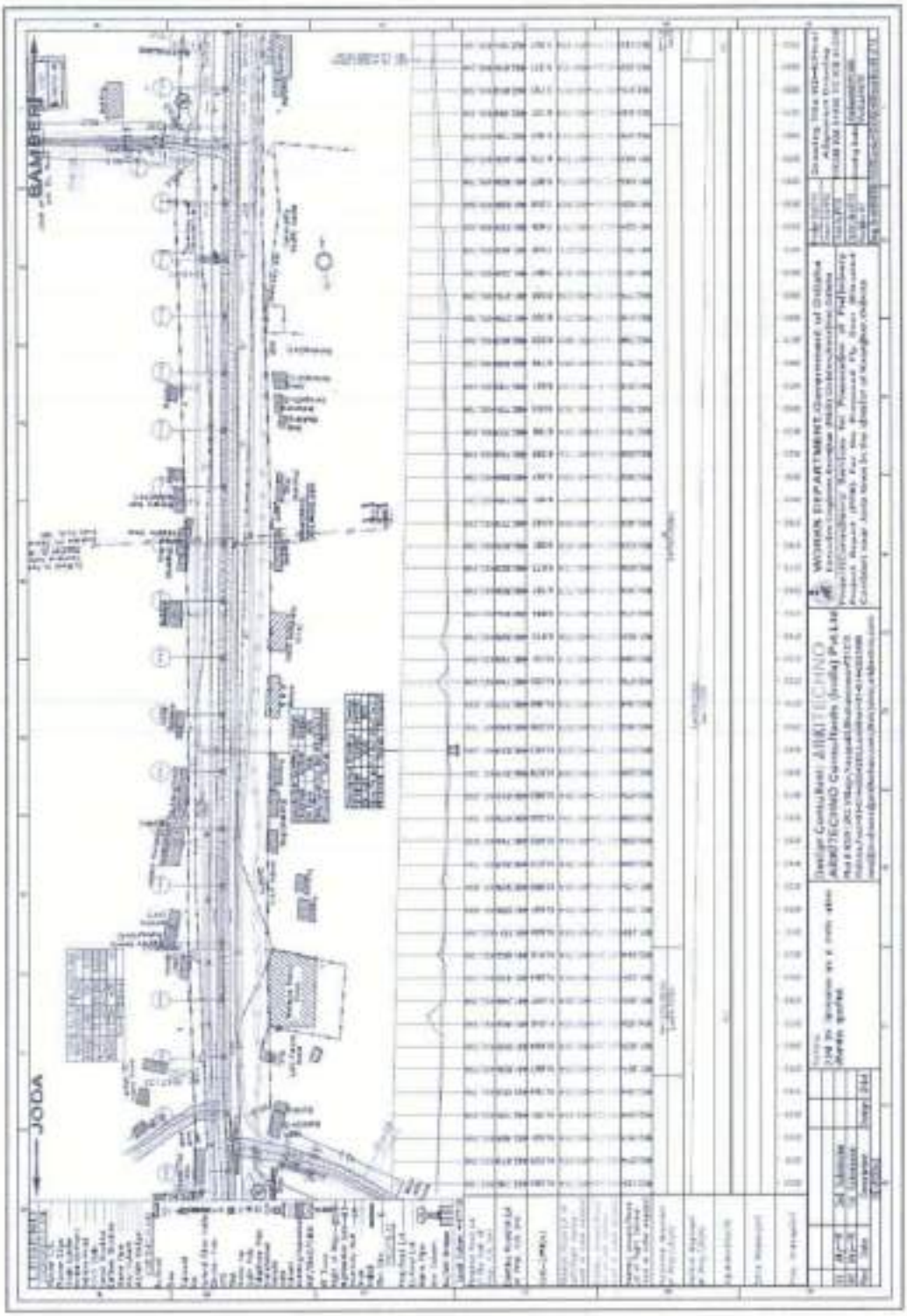

General Manager Projects-I
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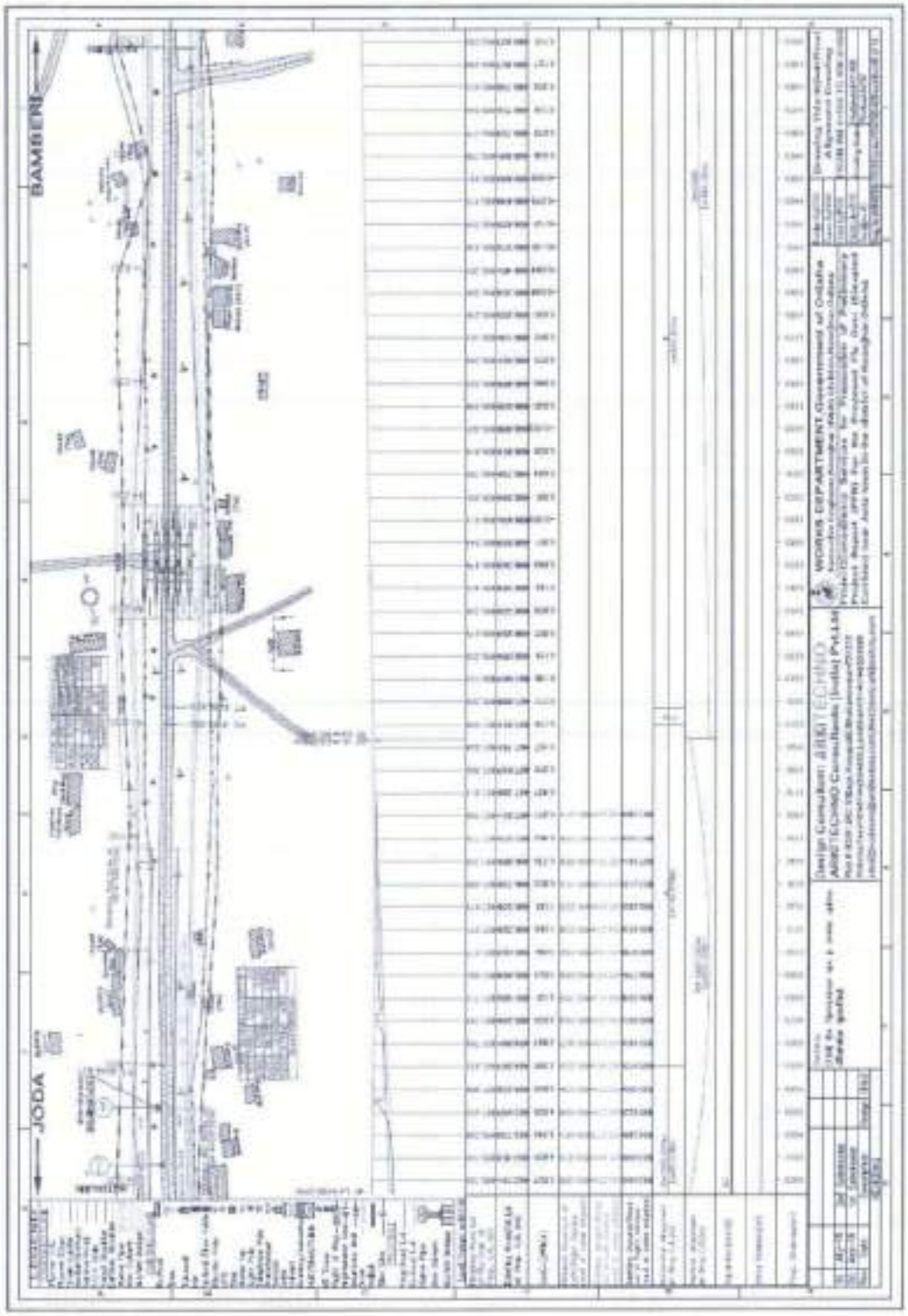

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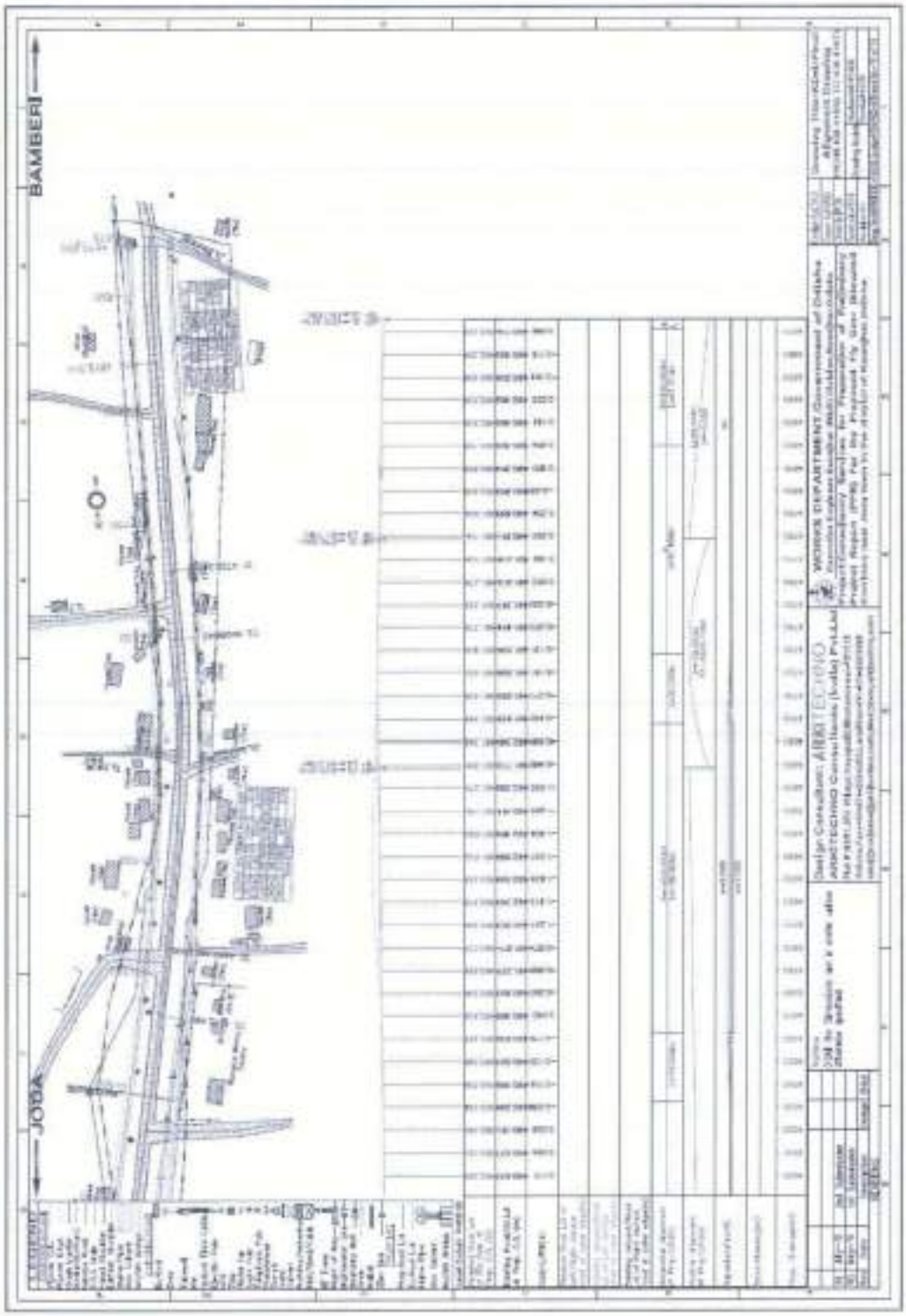

General Manager Projects-I
O.B. & C.C. Ltd.

Annex - IV

(Schedule-A)

Environmental Clearances

The Project will not attract any environment clearance.

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SCHEDULE – B
(See Clause 2.1)

DEVELOPMENT OF THE PROJECT HIGHWAY

Development of the Project Highway means Development of the Bridge Project

1 Development of the Project Highway

Development of the Project Highway shall include construction of the Project Highway as described in this Schedule-B and in Schedule-C.

2 Project Highway

2.1 Project Highway shall include the Project Highway as described in Annex-I of this Schedule-B and Annex-I of Schedule-C.

2.2 Project Highway shall be completed by the Contractor in conformity with the Specifications and Standards set forth in Annex-I of Schedule-D.

3 Rehabilitation and Augmentation

The Project Highway (11.00m Carriageway-Elevated) shall include service/slip road (5.50m both sides) and strengthening of the Project Highway from existing & proposed km 0.000 to existing & proposed km 4.875 (Length-4.875Km) as described in Annex-I of this Schedule-B and in Schedule-C.

4 Specifications and Standards

The Project Highway shall be designed and constructed in conformity with the Specifications and Standards specified in Annex-I of Schedule-D.

General Manager Projects-I
O.B. & C.C. Ltd. Bhubaneshwar

Annex - I
(Schedule-B)

Description [Three lane Bridge (11.00m width) carriageway without footpath and with Crash Barrier]

[Note: Description of the Project Highway shall be given by the Authority in detail together with explanatory drawings (where necessary) to explain the Authority's requirements precisely in order to avoid subsequent changes in the Scope of the Project. The particulars that must be specified in this Schedule-B are listed below as per the requirements of the Manual ***of IRC Specifications and Standards as specified in Scheduled – D referred to*** *as the Manual. If any standards, specifications or details are not given in the Manual, the minimum design/construction requirements shall be specified in this Schedule. In addition to these particulars, all other essential project specific details, as required, should be provided in order to define the Scope of the Project clearly and precisely.]*

A1. Construction of 3 km long flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar with three lane 11.00 m wide carriage way without footpath and with Crash Barrier, having bridge proper length of 2775.00 m (approximately).

A2. Construction of two numbers of minor bridge 11.00 m wide carriage way without footpath and with Crash Barrier along service road at km 2.281 LHS side and at km 2.281 RHS side respectively with span of 2X18 m each, besides one row of 1200 mm Dia. Hume Pipe Culverts at km 1.730, km 1.933, km 2.667 and one box culvert of size 1x2x2 at km 3.690 to cater to the discharge requirement as relief vents.

A3. Construction of approach road on both sides of proposed flyover totalling to 205.00 m (approximately), comprising of 91.060 m (approximately) on Joda side and 113.940 m (approximately) on Bamberi side, inclusive of stand alone Bridges and other C.D. structures as referred at A2. Beyond the approach road, construction of road stretch of 7.00 m carriageway with paved shoulder from Ch. 0+000 to Ch.1+165.137 and 4-lane road stretch with paved shoulder Ch. 4+145.137 to Ch.4+875.

1 Width of the Carriageway

1.1 The Project Highway (11.00m Carriageway-Elevated) shall include service/slip road (5.50m both sides) and strengthening of the Project Highway from existing & proposed km 0.000 to existing & proposed km 4.875 (Length-4.875Km) in the State of Odisha.

1.2 The Project Highway shall follow the existing alignment unless otherwise specified by the Authority and shown in the alignment plans specified in Annex-III of Schedule-A. Geometric deficiencies, if any, in the existing horizontal and vertical profiles shall be corrected as per the prescribed standards for plain/rolling terrain to the extent land is available. The Final Road Levels (FRL) mentioned in these drawings shall be minimum.

General Manager Projects-I
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1.3 The Project Highway shall be undertaken in accordance with the typical cross sections drawings in the Manual. The width of the carriageway shall be as specified in the following table:

Sl No	Type of TCS	Description	From (Km)	To (Km)	Length (Km)	Fly over Width (m)	Median (m)	Service Road (m)	Drain cum Footpath	Total Width (m)
1	Type-I	Typical Cross Section at Bottom of Fly over Inner to Inner of Pier (From Vertical Clearance 5.50m from Service Road Top Level to Bottom of Pier Cap)	1.400	3.710	2.310	-	2.5	2 x 5.5	2 x 1.5	16.83
2	Type-II	Typical Cross Section at Bottom of Fly over (From Vertical Clearance 5.50m to Start/End of Abutment)	1.256	1.400	0.144	-	12.0	2 x 5.5	2 x 1.5	26.0
			3.710	4.031	0.321					
3	Type-III	Typical Cross Section of Fly over as Approach (From Abutment to End of Retaining Wall)	1.165	1.256	0.091	12.0	-	2 x 5.5	2 x 1.5	26.0
			4.031	4.145	0.114					
4	Type-IV	Typical Cross Section of Two lane with Paved Shoulder	0.000	1.165	1.165	7.0 m to 11.0 m carriageway + (2x1.5)m Paved Shoulder + (2x2.0)m Earthen Shoulder = Total Roadway=14.0m to 26.0m (including width for service road)				
5	Type-V	Typical Cross Section of Four lane with Paved Shoulder	4.145	4.875	0.730	2.5m Median + (2x7.0) m Carriageway + (2x1.50) m Paved Shoulder + (2x2.0) m Earthen Shoulder = Total Road way = 23.5 m				
Total Length (Km)					**4.875**					

Except as otherwise provided in this Agreement, the width of the paved carriageway and cross-sectional features shall conform to the above paragraph 1.2.

2 Geometric Design and General Features

2.1 General

Geometric design and general features of the Project Highway shall be in accordance with Section 2 of the Manual.

2.2 Design speed

The design speed shall be the minimum design speed of 40/65/80Km per hr for rolling / plain terrain as per site condition and constraint.

General Manager Projects-I
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2.3 Improvement of the existing road geometrics

In the following sections, where improvement of the existing road geometrics to the prescribed standards is not possible, the existing road geometrics shall be improved to the extent possible within the given right of way and proper road signs and safety measures shall be provided:

Curve no	HIP Chainage(Km)	R (m)	LS (m)	Speed (Kmph)	Remarks
1	1+599.014	310	75	80	
2	1+862.787	700	35	80	
3	2+030.731	150	15	40	
4	2+142.067	110	20	40	
5	2+227.002	110	20	40	
6	2+391.020	200	60	65	
7	2+852.452	1200	0	80	
8	3+313.537	1000	30	80	
9	3+575.388	1200	0	80	
10	4+007.126	1200	0	80	

2.4 Right of Way

[Refer to paragraph 2.3 of the Manual]. Details of the Right of Way are given in Annex II of Schedule-A.

2.5 Type of shoulders/Drains

[Refer to paragraph 2.6, 2.14 of the Manual and specify]

(a) In built-up sections, footpaths/fully paved shoulders shall be provided in the following stretches:

Sl. No.	Stretch (from km to km)	Fully paved shoulders/ footpaths	Reference to cross section
As per TCS			

(b) In open country, [paved shoulders of 1.5 m width shall be provided and balance 1.0m width shall be covered with 150 mm thick compacted layer of granular material].

(c) Design and specifications of paved shoulders and granular material shall conform to the requirements specified in paragraphs 5.9 and 5.10 of the Manual.

2.6 Lateral and vertical clearances at underpasses

2.6.1 Lateral and vertical clearances at underpasses and provision of guardrails/crash barriers shall be as per paragraph 2.10 of the Manual.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

2.6.2 Lateral clearance: The width of the opening at the underpasses shall be as follows:

S No.	Location (Chainage) (from Km to Km)	Span length	Remarks
	Nil		

2.7 Lateral and vertical clearances at overpasses

2.7.1 Lateral and vertical clearances at overpasses shall be as per paragraph 2.11 of the Manual.

2.7.2 Lateral clearance: The width of the opening at the overpasses shall be as follows:

S No.	Location (Chainage) from Km to Km	Number and length of spans	Remarks
	Nil		

2.8 Service roads

Service roads shall be constructed at the locations and for the lengths indicated below: [Refer to paragraph 2.12 of the Manual and provide details]

S No.	Location of service road		RHS/LHS/ Both sides	Length of service road (Km)
	From (Km)	To (Km)		
1	1.165	4.145	Both sides	5.960

2.9 Grade separated structures/Fly Over (Elevated)

2.9.1 Grade separated structures shall be provided as per paragraph 2.13 of the Manual. The requisite particulars are given below:

S No	Design (Km)	Proposed type of			Span Arrangement (m)	Proposed width (m)	Approach Gradient (%)
		Superstructure	Substructure	Foundation			
1	From 1256.197m to 4031.197m (Length-2775m)	RCC Deck slab over Composite Girder	RCC	Pile	111nos x 25.00m	11.0	2%

2.9.2 In the case of grade separated structures, the type of structure and the level of the Project Highway and the cross roads shall be as follows: [Refer to paragraphs 2.13 of the Manual and specify the type of vehicular under pass/ overpass structure and whether the cross road is to be carried at the existing level, raised or lowered]

General Manager Projects-I
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S No.	Location	Type of structure Length (m)	Cross road at			Remarks if any
			Existing level	Raised level	Lowered level	

2.10 Cattle and pedestrian underpass /overpass

Cattle and pedestrian underpass/ overpass shall be constructed as follows: [Refer to paragraphs 2.13.2 of the Manual and specify the requirements of cattle and pedestrian underpass/ overpass]

Sl.No.	Location	Type of Crossing
	Nil	

2.11 Typical cross-sections of the Project Highway

The typical cross-section of the Project Highway is provided as below:

S No	Type of TCS	Description	From (Km)	To (Km)	Length (Km)
1	Type-I	Typical Cross Section at Bottom of Fly over Inner to Inner of Pier (From Vertical Clearance 5.50m from Service Road Top Level to Bottom of Pier Cap)	1.400	3.710	2.310
2	Type-II	Typical Cross Section at Bottom of Flyover (From Vertical Clearance 5.50m to Start/ End of Abutment)	1.256	1.400	0.144
			3.710	4.031	0.321
3	Type-III	Typical Cross Section of Fly over at Approach (From Abutment to End of Retaining Wall)	1.165	1.256	0.091
			4.031	4.145	0.114
4	Type-IV	Typical Cross Section of Two lane with Paved Shoulder	0.000	1.165	1.165
5	Type-V	Typical Cross Section of Four lane with Paved Shoulder	4.145	4.875	0.730
Total Length (Km)					**4.875**

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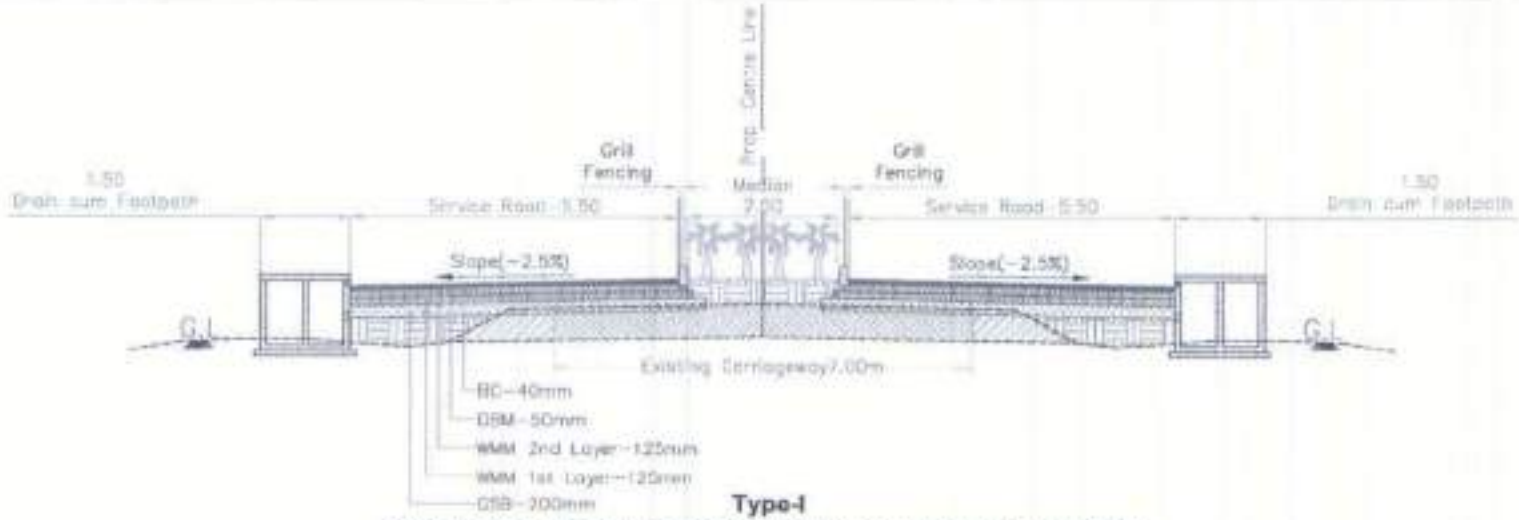
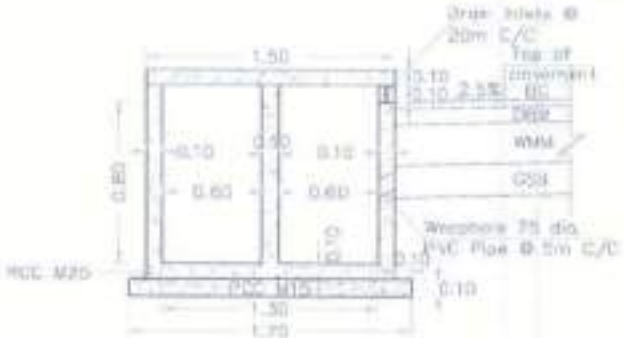
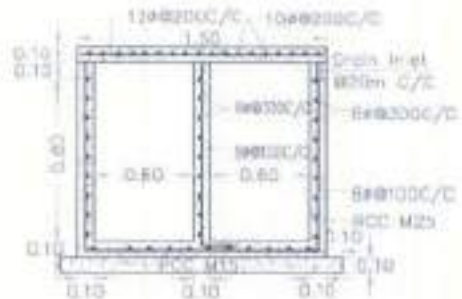


Type-I

Typical Cross Section at Bottom of Fly over Inner to Inner of Pier
(From Vertical Clearance 5.50m from Service Road Top Level to Bottom of Pier Cap)
(From Km1.400 to Km 3.710)



Details of RCC Drain



Reinforcement Details of RCC Drain

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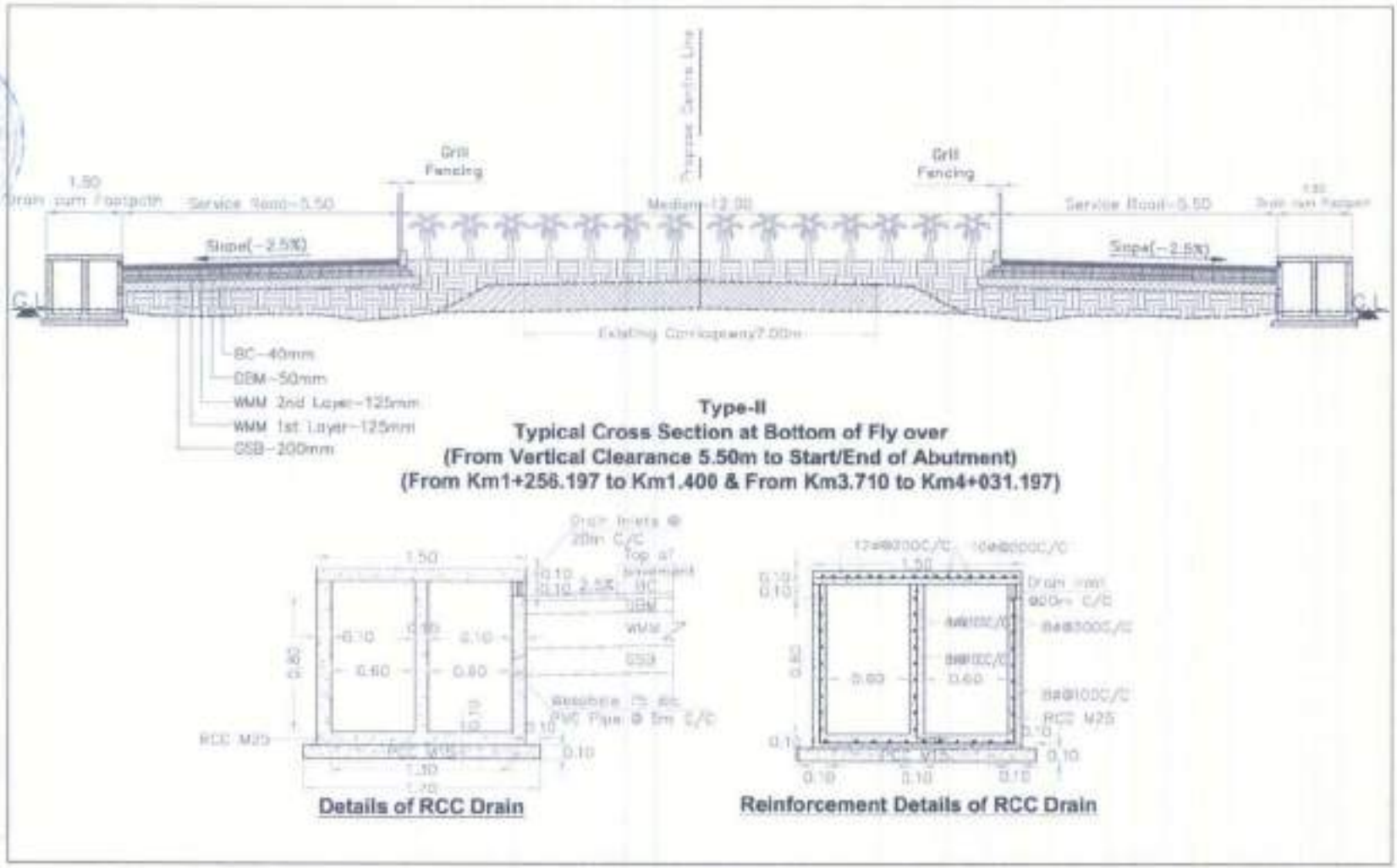
02551



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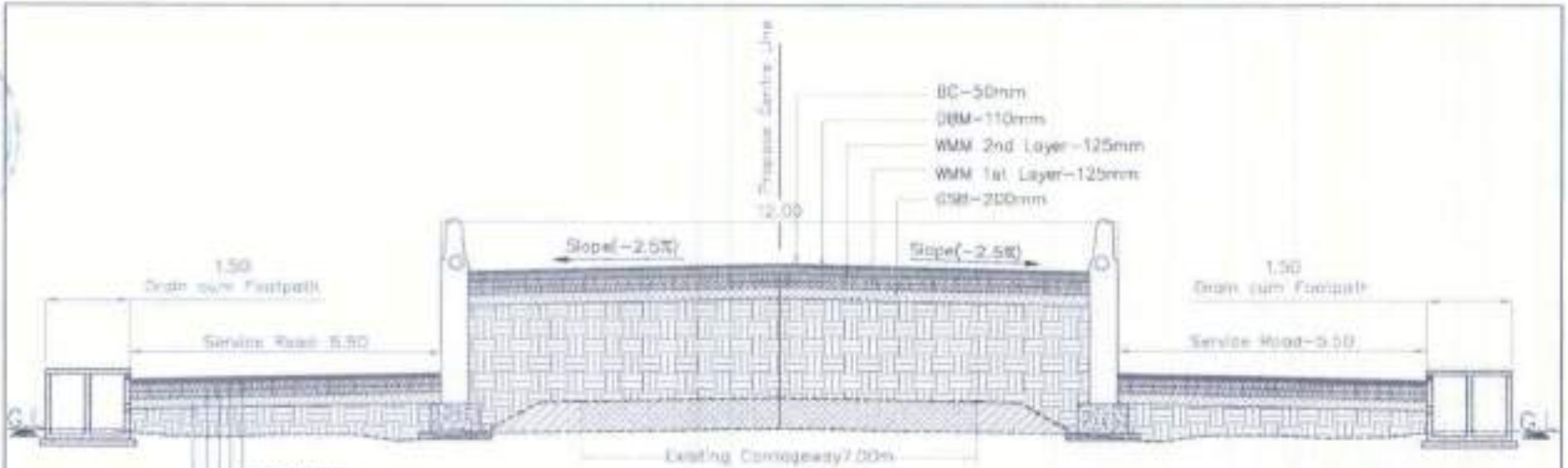
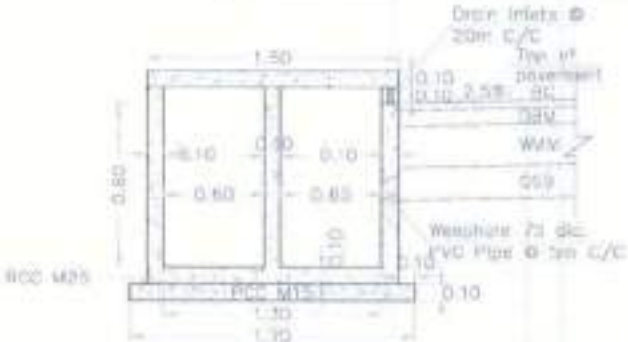
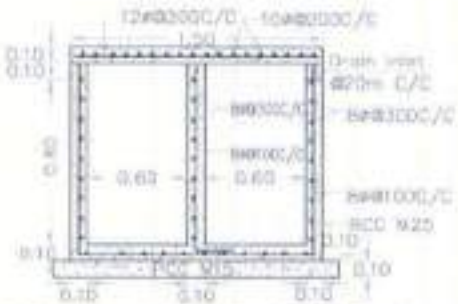


Type-III
Typical Cross Section of Fly over at Approach
(From Abutment to End of Retaining Wall)
(From Km1+165.137 to Km1+256.197 & From Km4+031.197 to Km4+145.137



Details of RCC Drain



Reinforcement Details of RCC Drain

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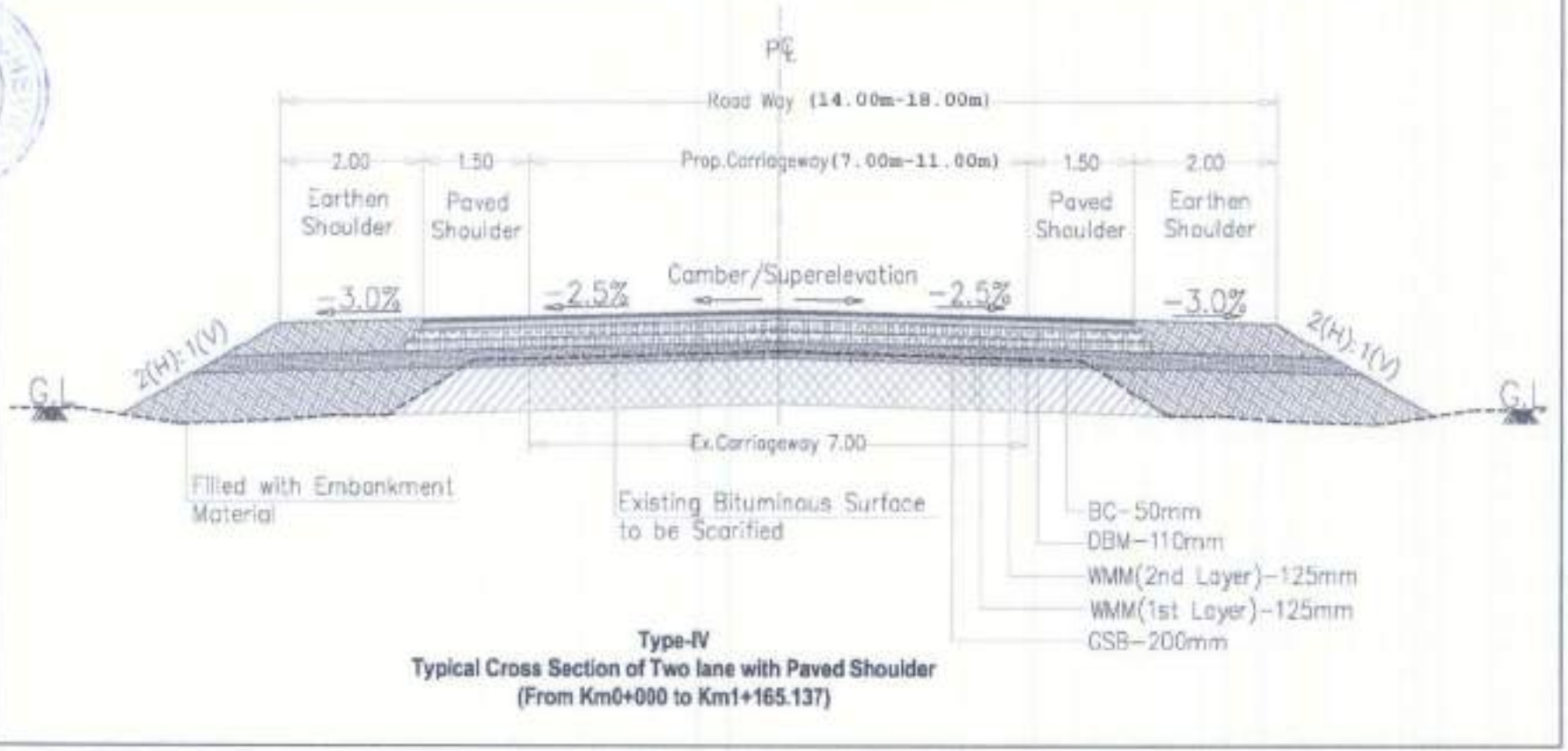

Type-IV
Typical Cross Section of Two lane with Paved Shoulder
(From Km0+000 to Km1+165.137)

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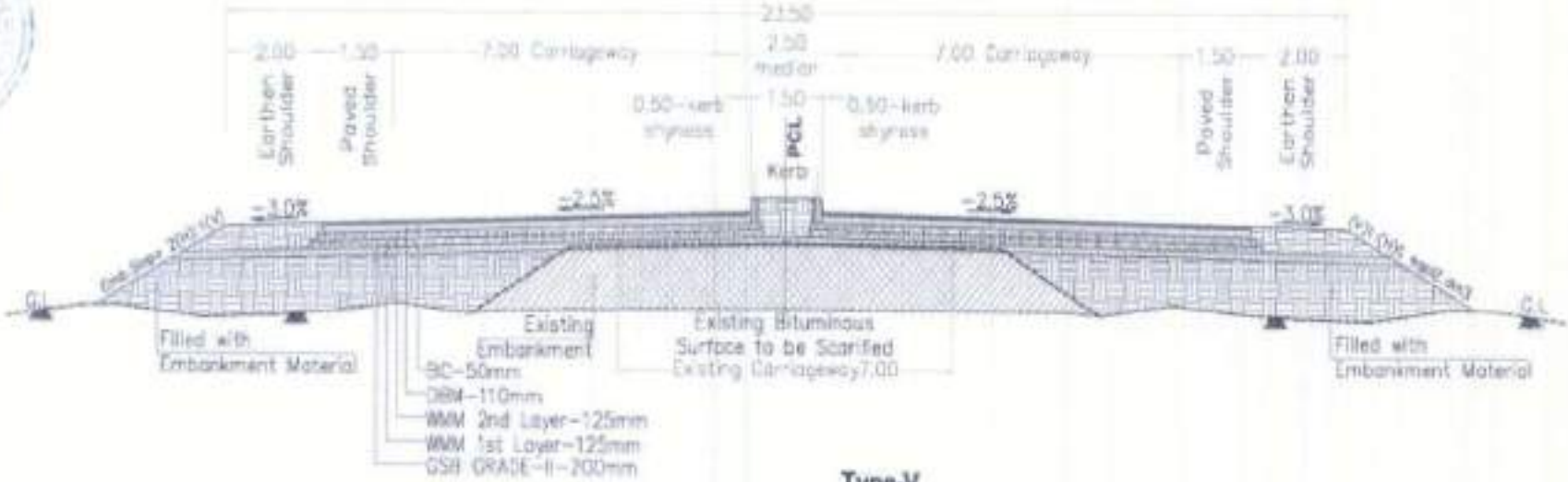
0254



Type-V

Typical Cross Section of Four lane with Paved Shoulder

(From Km4+145.137 to Km4+875)

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0255

3 Intersections and Grade Separators

All intersections and grade separators shall be as per Section 3 of the Manual. Existing intersections which are deficient shall be improved to the prescribed standards.

Properly designed intersections shall be provided at the locations and of the types and features given in the tables below:

(a) At-grade intersections

Major intersections / Junctions

S No.	Exst./Prop. Location (Km)	Side	At grade/ separated	Cross road Type	Remarks
1	0.000	LHS/RHS	At Grade	NH	

Minor intersections / Junctions

S No.	Exst./Prop. Location (Km)	LHS/ RHS	Type of Junction	Cross road Type	Destination of Cross road
1	1.570	LHS	Y	BT Road crossing	Banspani Road
2	2.815	LHS+RHS	+	BT Road crossing	Bhubaneswar
3	2.970	LHS	Y	BT Road crossing	Bhubaneswar
4	3.315	LHS+RHS	+	BT Road crossing	Tisco Hospital Tisco Rly siding
5	3.518	RHS	Y	BT Road crossing	Bichakundi
6	3.956	LHS	T	BT Road crossing	Kumarjoda

(b) Grade separated intersection with/without ramps

Sl. No.	Location	Salient features	Minimum length of viaduct to be provided	Read to be carried over / under the structures
Nil				

4 Road Embankment and Cut Section

4.1 Widening and improvement of the existing road embankment/cuttings and construction of new road embankment/ cuttings shall conform to the Specifications and Standards given in section 4 of the Manual and the specified cross sectional details. Deficiencies in the plan and profile of the existing road shall be corrected.

4.2 Raising of the existing road

The existing road shall be raised in the following sections:

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[Refer to paragraph 4.2 of the Manual and specify sections to be raised]

Sl. No.	Section (from Km to Km)	Length	Extent of raising (Top of finished road level)
Nil			

5 **Pavement Design**

5.1 Pavement design shall be carried out in accordance with the IRC specification for design of High embankment.

5.2 **Type of pavement**

Pavement shall be provided in accordance with section 5 of the Manual

5.3 **Design requirements**

Service road and approach road pavement design shall be as per paragraph 5.4, 5.9 and 5.10 of the Manual. The proposed crust compositions mentioned in typical cross sections given in this schedule-B shall be provided as the minimum.

5.3.1 **Design Period and strategy**

Flexible pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum design period of 20 Years. Stage construction shall not be permitted.

5.3.2 **Design Traffic**

Notwithstanding anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for a design traffic of 102 million standard axles for main carriageway and 10 million standard axles for Service Road.

5.4 **Reconstruction of stretches**

The following stretches of the existing road shall be reconstructed. These shall be designed as new pavement.

Sl. No.	From (Km)	To (Km)	Remarks
Nil			

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6 Roadside Drainage

Drainage system including surface and subsurface drains for the Project Highway shall be provided as per Section 6 of the Manual.

S No.	From(Km)	To(Km)	Width(m)	Remarks
1	1.165	4.145	1.5	Entire length of the both Service road

7 Design of Structures

7.1 General

7.1.1 All bridges, culverts and structures shall be designed and constructed in accordance with Section 7 of the Manual and shall conform to the cross-sectional features and other details specified therein.

7.1.2 Width of the carriageway of new bridges and structures of more than 60 metre length shall be as follows:

S No.	Bridge at Km	Width of carriageway and cross-sectional features
Nil		

7.1.3 The following structures shall be provided with footpaths:

S No.	Design (Km)	Remarks
Nil		

7.1.4 All bridges shall be high-level bridges. Yes

7.1.5 The following structures shall be designed to carry utility services specified in table below:

S No.	Bridge at (Km)	Utility service to be carried	Remarks
At least two number PVC Pipe ducts 150mm dia shall be provided in each crash barrier in all structures for utility services			

7.1.6 Cross-section of the new culverts and bridges at deck level for the Project Highway shall conform to the typical cross-sections given in section 7 of the Manual.

7.2 Culverts

7.2.1 Overall width of all culverts shall be equal to the roadway width of the approaches.

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7.2.2 Reconstruction of existing culverts:

The existing culverts at the following locations shall be re-constructed as new culverts:

S No.	Existing Chainage (Km)	Proposed Chainage (Km)	Exst. CD type	Exst span Arrangement (m)	Prop. Type	Proposed span Arrangement	Remarks
1	1.730	1.730	Pipe	1 x 0.9Φ	Pipe	1 x 1.20Φ	
2	1.933	1.933	Pipe	1 x 0.9Φ	Pipe	1 x 1.20Φ	
3	2.667	2.667	Pipe	1 x 0.9Φ	Pipe	1 x 1.20Φ	
4	3.690	3.690	Slab	1x1.8x1.8	Box	1x2x2	

7.2.3 Widening of existing culverts

All existing culverts which are not to be reconstructed shall be widened to the roadway width of the Project Highway as per the typical cross section given in section 7 of the Manual. Repairs and strengthening of existing structures where required shall be carried out.

S No.	Design Chainage (Km)	Type	Span (m)	Remarks
Nil				

7.2.4 Additional new culverts shall be constructed as per particulars given in the table below:

S No.	Location	Design Chainage (Km)	Proposed structure	Proposed span arrangement (m)	Remarks
Nil					

7.2.5 Repairs/replacements of railing/parapets, flooring and protection works of the existing culverts shall be undertaken as follows:

S No.	Location (Km)	Type of repair required
Nil		

7.2.6 Floor protection works shall be as specified in the relevant IRC Codes and Specifications.

7.3 Bridges

7.3.1 Existing bridges to be re- constructed/widened

(i)The existing bridges at the following locations shall be re-constructed as new Structures:

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O.B. & C.C. Ltd., Bhubaneshw

S No	Design/ Exst.Ch. (Km)	Proposed type of			Span Arrangement (m)	Proposed width (m)	LHS /RHS
		Superstructure	Substructure	Foundation			
1	2.281	RCC Deck slab over RCC Girder	RCC	Open	2 x 18m	11.0	LHS(D/S)
2	2.281	RCC Deck slab over RCC Girder	RCC	Open	2 x 18m	11.0	RHS(U/S)

(ii) The following narrow bridges shall be widened:

S No.	Design Chainage	Existing Width (m)	Extent of widening (m)	Cross section at deck level (m) (Total deck Width)
Nil				

7.3.2 Additional new bridges

New bridges at the following locations on the Project Highway shall be constructed. GADs for the new bridges are attached in the drawings folder.

S No	Design (Km)	Type of structure			Span Arrangement (m)	Proposed width (m)	Deck width of new-bridge (m)
		Superstructure	Sub-structure	Foundation			
Nil							

7.3.3 The railings of existing bridges shall be replaced by crash barriers at the following locations:

Sl. No.	Location at km	Remarks
Nil		

7.3.4 Repairs/replacements of railing/parapets of the existing bridges shall be undertaken as follows:

Sl. No.	Location at km	Remarks
Nil		

7.3.5 Drainage system for bridge decks

An effective drainage system for bridge decks shall be provided as specified in paragraph 7.20 of the Manual

7.3.6 Structures in marine environment

The project alignment does not lie in marine alignment.

7.4 Rail-road bridges

Design, construction and detailing of ROB/RUB shall be as specified in section 7 of the Manual.

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7.4.1 Road over-bridges

Road over -bridges (road over rail) shall be provided at the following level crossings, as per GAD drawings attached:

Sl. No	Location of Level crossing (chainage km)	Length of bridge(m)
	Nil	

7.4.2 Road under-bridges

Road under-bridges (road under railway line) shall be provided at the following level crossings, as per GAD drawings attached:

Sl. No	Location of Level crossing (chainage km)	Number and length of span
	Nil	

7.5 Grade separated structures

The grade separated structures shall be provided at the locations and of the type and length specified in paragraphs 2.9 and section 3 of this Annex-I.

Sl. No.	Location of structure		Length (m)	Number and length of spans (m)	Approach gradient (%)	Remarks if any
	From (m)	To				
1	1256.197	4031.197	2775	111 x 25.0m	2	

7.6 Repairs and strengthening of bridges and structures

The existing bridges and structures to be repaired/strengthened, and the nature and extent of repairs /strengthening required are given below:

A. Bridges

Sl. No.	Location of bridge(km)	Nature and extent of repairs /strengthening to be carried out
	Nil	

B. ROB / RUB

Sl. No.	Location of ROB/RUB (km)	Nature and extent of repairs /strengthening to be carried out
	Nil	

C. Overpasses/Underpasses and other structures

Sl. No.	Location of Structure (km)	Nature and extent of repairs /strengthening to be carried out
	Nil	

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7.7 **List of Major Bridges and Structures**

The following is the list of the Major Bridges and Structures:

Sl. No.	Location
Nil	

8 **Traffic Control Devices and Road Safety Works**

8.1 Traffic control devices and road safety works shall be provided in accordance with Section 9 of the Manual.

8.2 Specifications of the reflective sheeting shall be as per the Manual.

9 **Roadside Furniture**

9.1 Roadside furniture shall be provided in accordance with the provisions of Section 11 of the Manual.

9.2 Overhead traffic signs: location and size

As per the Manual

10 **Compulsory Afforestation**

The number of trees which are required to be planted by the Contractor as compensatory a forestation should be as per forest conservations act. Ten times the number of trees to be cut.

11 **Hazardous Locations**

The safety barriers shall also be provided at the following hazardous locations:

Sl. No	Location stretch from (km) to (km)	LHS/RHS
Nil		

12 **Special Requirements for Hill Roads**

All the requirement of hill roads including retaining wall, crash barriers, drainage work, safety arrangements etc. shall be provided as per manual.

13 **Change of Scope**

The length of Structures and bridges specified herein above shall be treated as an approximate assessment. The actual lengths as required on the basis of detailed investigations shall be determined by the Contractor in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 13.

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14 Project Facilities

Project facilities shall be constructed in conformity with Annex-I of Schedule-C.

15 Specifications and Standards

The Project Highway shall be constructed in conformity with the Specifications and Standards specified in Annex-I of Schedule-D.

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Annex-II

(Schedule –B)

The site of the Project Highway shall comprise of Land as described in the Proposed Right of Way (PROW) below:

Sl No	Proposed Chainage (Km)		Proposed RoW (PROW) from Proposed Centre line		Total PRoW(m)
	From	To	LHS (m)	RHS (m)	
1	0.000	0.050	23.710	32.840	56.550
2	0.050	0.100	16.380	46.360	62.740
3	0.100	0.150	10.370	42.100	52.470
4	0.150	0.200	10.140	33.600	43.740
5	0.200	0.250	12.180	27.120	39.300
6	0.250	0.300	22.570	7.990	30.560
7	0.300	0.350	18.280	11.400	29.680
8	0.350	0.400	26.290	12.670	38.960
9	0.400	0.450	15.400	22.700	38.100
10	0.450	0.500	14.720	22.920	37.640
11	0.500	0.550	22.270	12.450	34.720
12	0.550	0.600	11.930	17.810	29.740
13	0.600	0.650	8.810	21.440	30.250
14	0.650	0.700	12.750	21.850	34.600
15	0.700	0.750	17.980	21.610	39.590
16	0.750	0.800	17.750	16.130	33.880
17	0.800	0.850	23.650	12.080	35.730
18	0.850	0.900	22.020	14.060	36.080
19	0.900	0.950	12.050	31.170	43.220
20	0.950	1.000	12.090	31.680	43.770
21	1.000	1.050	13.610	29.280	42.890
22	1.050	1.100	15.790	27.370	43.160
23	1.100	1.150	17.320	20.800	38.120
24	1.150	1.200	16.430	20.390	36.820
25	1.200	1.250	19.640	16.670	36.310
26	1.250	1.300	13.000	18.110	31.110
27	1.300	1.350	15.270	22.140	37.410
28	1.350	1.400	13.00	23.160	36.160
29	1.400	1.450	13.840	19.770	33.610
30	1.450	1.500	20.090	10.470	30.560
31	1.500	1.550	20.170	10.610	30.780
32	1.550	1.600	10.060	13.570	23.630
33	1.600	1.650	9.180	14.170	23.350
34	1.650	1.700	11.340	11.410	22.750
35	1.700	1.750	13.720	10.090	23.810

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

36	1.750	1.800	16.170	8.42	24.585
37	1.800	1.850	8.42	8.42	16.830
38	1.850	1.900	13.510	11.820	25.330
39	1.900	1.950	15.880	8.42	24.295
40	1.950	2.000	17.690	8.42	26.105
41	2.000	2.050	8.42	14.120	22.535
42	2.050	2.100	8.42	8.42	16.830
43	2.100	2.150	9.760	8.42	18.175
44	2.150	2.200	15.900	8.42	24.315
45	2.200	2.250	8.42	13.610	22.025
46	2.250	2.300	16.780	17.240	34.020
47	2.300	2.350	12.090	22.310	34.400
48	2.350	2.400	10.340	28.660	39.000
49	2.400	2.450	8.740	32.130	40.870
50	2.450	2.500	9.740	33.570	43.310
51	2.500	2.550	12.190	30.150	42.340
52	2.550	2.600	15.650	26.820	42.470
53	2.600	2.650	19.170	22.960	42.130
54	2.650	2.700	21.670	19.200	40.870
55	2.700	2.750	24.410	14.410	38.820
56	2.750	2.800	13.520	16.730	30.250
57	2.800	2.850	10.530	19.050	29.580
58	2.850	2.900	10.480	19.430	29.910
59	2.900	2.950	10.600	20.460	31.060
60	2.950	3.000	14.300	20.830	35.130
61	3.000	3.050	11.480	21.690	33.170
62	3.050	3.100	10.340	22.370	32.710
63	3.100	3.150	8.420	22.270	30.690
64	3.150	3.200	13.200	22.560	35.760
65	3.200	3.250	12.150	24.580	36.730
66	3.250	3.300	13.910	20.820	34.730
67	3.300	3.350	20.860	16.210	37.070
68	3.350	3.400	26.540	11.810	38.350
69	3.400	3.450	23.130	14.380	37.510
70	3.450	3.500	18.250	18.990	37.240
71	3.500	3.550	14.500	21.080	35.580
72	3.550	3.600	16.790	21.910	38.700
73	3.600	3.650	17.270	21.530	38.800
74	3.650	3.700	17.220	21.310	38.530
75	3.700	3.750	17.720	20.270	37.990
76	3.750	3.800	20.570	20.490	41.060
77	3.800	3.850	22.390	18.770	41.160
78	3.850	3.900	23.940	16.750	40.690
79	3.900	3.950	24.960	13.000	37.960

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

80	3.950	4.000	22.140	19.790	41.930
81	4.000	4.050	19.070	21.340	40.410
82	4.050	4.100	17.590	22.600	40.190
83	4.100	4.150	15.460	23.220	38.680
84	4.150	4.200	18.110	25.800	43.910
85	4.200	4.250	18.900	23.700	42.600
86	4.250	4.300	20.380	21.810	42.190
87	4.300	4.350	20.840	20.300	41.140
88	4.350	4.400	22.070	19.820	41.890
89	4.400	4.450	22.550	19.880	42.430
90	4.450	4.500	23.530	17.740	41.270
91	4.500	4.550	25.830	15.220	41.050
92	4.550	4.600	15.00	15.00	30.000
93	4.600	4.650	15.00	15.00	30.000
94	4.650	4.700	15.00	15.00	30.000
95	4.700	4.750	15.00	15.00	30.000
96	4.750	4.800	15.00	15.00	30.000
97	4.800	4.875	15.00	15.00	30.000

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O.B. & C.C. Ltd., Bhubaneshwar

SCHEDULE – C
(See Clause 2.1)

PROJECT FACILITIES

1 Project Facilities

The Contractor shall construct the Project Facilities in accordance with the provisions of this Agreement. Such Project Facilities shall include:

a) toll plaza[s];
b) roadside furniture;
c) pedestrian facilities;
d) tree plantation;
e) truck lay-byes;
f) bus-bays and bus shelters;
g) rest areas; and
h) others to be specified

2 Description of Project Facilities

Each of the Project Facilities is described below:

Sl No	Project Facility	Location	Design Requirements	Other Essential Details
(a)	Toll plaza[s]	Nil		
(b)	Road side furnitures			
	i) Traffic Signs	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
	ii) Pavement Markings	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
	iii) LED Traffic Blinkers	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
	iv) Crash barrier (W-metal beam/RCC)	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
	v) Delineators	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
	vi) Road Boundary stones	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
	vii) Kilometre stones/200 m stones	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
(c)	Pedestrian Facilities	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
(d)	Landscaping and Tree plantation	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer

General Manager Projects
D.B.F.O.T. Ltd., Bhubaneswar

(e)	Road side amenities / Passenger Shelter	NIL		
(f)	Bus-bays and Bus shelters	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
(g)	Truck Lay bay	NIL		
(h)	Street Lighting	Entire Project Length (elevated portion of the Flyover, service roads, at all intersections and junctions)	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
(i)	Water harvesting structure	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer
(j)	Connecting road	Entire Project Length	As per Schedule D	Location to be finalised in consultation with Authority's Engineer

The details of above facilities shall be finalized in consultation with Authority's Engineer/Engineer-in-charge.

Note: Tentative locations identified, however, based on land availability and in consultation from concerned authority, locations may be finalized

General Manager Projects-I
O.B. & C.C. ...

SCHEDULE – D
(See Clause 2.1)

SPECIFICATIONS AND STANDARDS

1 Project Highway

The Concessionaire shall comply with the Specifications and Standards set forth in Annex-I of this Schedule-D for construction of the Project Highway.

2 Design Standards

The Project Highway including Project Facilities shall conform to design requirements set out in the following documents:

(a) Manual of Specifications and Standards for Two-Laning of Highways (IRC: SP: 73-2018), referred to herein as the Manual.
(b) Manual of Specifications and Standards for Four Laning of Highways (IRC:SP:84-2019) (the "Four-Laning Manual) referred to herein as the Manual where applicable.
(c) Manual of Specifications and Standards for Major Bridge as per IRC-78-2014, IRC – 06 – 2017, IRC – 112 – 2011, IRC – 18 – 2000, IRC – 05 – 2015, IRC – 83- 2014, referred to herein as the Manual.

Any other latest IRC manual / specification published by IRC relating to the requirement of the projects.

[Note: Specify the relevant Manual, Specifications and Standards]

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Annex - I
(Schedule-D)

Specifications and Standards for Construction

1 Specifications and Standards

1.1 All Materials, works and construction operations shall conform as follows

The Project Highway including Project Facilities shall conform to design requirements set out in the following documents:

a) Manual of Specifications and Standards for **Two Laning** of Highways (IRC: SP: 73-2018), referred to herein as the Manual.
b) Manual of Specifications and Standards for **Four Laning** of Highways (IRC:SP:84-2019) (the "Four-Laning Manual) referred to herein as the Manual where applicable.
c) Manual of Specifications and Standards for Major Bridge as per IRC-78-2014, IRC – 06 - 2017, IRC – 112 – 2011, IRC – 18 – 2000, IRC – 05 – 2015, IRC – 83 - 2014, referred to herein as the Manual

Any other latest IRC manual / specification published by IRC relating to the requirement of the projects, and MORTH Specifications for Road and Bridge Works (Latest Revision). Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

1.2 **Specification of Materials-**

(i) Steel –

Steel shall be procured from primary producers meeting the BIS Standard.

(ii) Cement-

Cement shall be procured from any 5 (five) reputed manufacturers meeting the BIS standard.

(iii) Bitumen and Emulsion-

Bitumen and Emulsion shall be procured from IOCL/ HPCL and shall be used if meet the BIS Standard.

2 Deviations from the Specifications and Standards

2.1 The terms "Concessionaire", "Independent Engineer" and "Concession Agreement" used in the Manual shall be deemed to be substituted by the terms "Contractor", "Authority's Engineer" and "Agreement" respectively.

2.2 [Notwithstanding anything to the contrary contained in Paragraph 1 above, the following Specifications and Standards shall apply to the Project Highway, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:]

[Note 1: Deviations from the aforesaid Specifications and Standards shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.]

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SCHEDULE - E

(See Clauses 2.1 and 14.2)

MAINTENANCE REQUIREMENTS

1 Maintenance Requirements

1.1 The Contractor shall, at all times maintain the Project Highway in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.

1.2 The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-E within the time limit specified therein and any failure in this behalf shall constitute non-fulfillment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in Clause 14.6 of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.

1.3 All Materials, works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where the specifications for a work are not given, Good Industry Practice shall be adopted.

[Specify all the relevant documents]

2 Repair/rectification of Defects and deficiencies

The obligations of the Contractor in respect of Maintenance Requirements shall include repair and rectification of the Defects and deficiencies specified in Annex - I of this Schedule-E within the time limit set forth therein.

3 Other Defects and deficiencies

In respect of any Defect or deficiency not specified in Annex - I of this Schedule-E, the Authority's Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the Authority's Engineer / Employer.

4 Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-E, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Authority's Engineer and conveyed to the Contractor and the Authority with reasons thereof.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

5 Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-E, if any Defect, deficiency or deterioration in the Project Highway poses a hazard to safety or risk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimizing such danger.

6 Daily inspection by the Contractor

The Contractor shall, through its engineer, undertake a daily visual inspection of the Project Highway and maintain a record thereof in a register to be kept in such form and manner as the Authority's Engineer may specify. Such record shall be kept in safe custody of the Contractor and shall be open to inspection by the Authority and the Authority's Engineer at any time during office hours.

7. Pre-monsoon inspection / Post-monsoon inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before [1st June] every year in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required on the basis of this inspection shall be sent to the Authority's Engineer before the [10th June] every year. The Contractor shall complete the required repairs before the onset of the monsoon and send to the Authority's Engineer a compliance report. Post monsoon inspection shall be done by the [30th September] and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the Authority's Engineer.

8. Repairs on account of natural calamities

All damages occurring to the Project Highway on account of a Force Majeure Event or default or neglect of the Authority shall be undertaken by the Authority at its own cost. The Authority may instruct the Contractor to undertake the repairs at the rates agreed between the Parties.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Annex - I

(Schedule-E)

Repair/rectification of Defects and deficiencies

The Contractor shall repair and rectify the Defects and deficiencies specified in this Annex-I of Schedule-E within the time limit set forth in the table below.

Nature of Defect or deficiency		Time limit for repair/ rectification
ROADS		
(a)	**Carriageway and paved shoulders**	
(i)	Breach or blockade	Temporary restoration of traffic within 24 hours; permanent restoration within 15 (fifteen) days
(ii)	Roughness value exceeding 2,000 mm in a stretch of 1 km (as measured by a calibrated bump integrator)	120 (one hundred and twenty) days
(iii)	Pot holes	24 hours
(iv)	Any cracks in road surface	15 (fifteen) days
(v)	Any depressions, rutting exceeding 10 mm in road surface	30 (thirty) days
(vi)	Bleeding/skidding	7 (seven) days
(vii)	Any other defect/distress on the road	15 (fifteen) days
(viii)	Damage to pavement edges	15 (fifteen) days
(ix)	Removal of debris, dead animals	6 hours
(b)	**Granular earth shoulders, side slopes, drains and culverts**	
(i)	Variation by more than 1 % in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (seven) days

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Nature of Defect or deficiency		Time limit for repair/ rectification
(ii)	Edge drop at shoulders exceeding 40 mm	7 (seven) days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 (thirty) days
(iv)	Rain cuts/gullies in slope	7 (seven) days
(v)	Damage to or silting of culverts and side drains	7 (seven) days
(vi)	Desilting of drains in urban/semi-urban areas	24 hours
(vii)	Railing, parapets, crash barriers	7 (seven) days (Restore immediately if causing safety hazard)
(c)	**Road side furniture including road sign and pavement marking**	
(i)	Damage to shape or position, poor visibility or loss of retro-reflectivity	48 hours
(ii)	Painting of km stone, railing, parapets, crash barriers	As and when required/Once every year
(iii)	Damaged/missing road signs requiring replacement	7 (seven) days
(iv)	Damage to road mark ups	7 (seven) days
(d)	**Road lighting**	
(i)	Any major failure of the system	24 hours
(ii)	Faults and minor failures	8 hours
(e)	**Trees and plantation**	
(i)	Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs	24 hours
(ii)	Removal of fallen trees from carriageway	4 hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Nature of Defect or deficiency		Time limit for repair/rectification
(iv)	Trees and bushes requiring replacement	30(thirty) days
(v)	Removal of vegetation affecting sight line and road structures	15(fifteen) days
(f)	**Rest area**	
(i)	Cleaning of toilets	Every 4 hours
(ii)	Defects in electrical, water and sanitary installations	24 hours
(g)	**[Toll Plaza]**	
(h)	**Other Project Facilities and Approach roads**	
(i)	Damage in approach roads, pedestrian facilities, truck lay-byes, bus-bays, bus-shelters, cattle crossings, [Traffic Aid Posts, Medical Aid Posts] and service roads	15 (fifteen) days
(ii)	Damaged vehicles or debris on the road	4 (four) hours
(iii)	Malfunctioning of the mobile crane	4 (four) hours
Bridges		
(a)	**Superstructure**	
(i)	Any damage, cracks, spalling/ scaling Temporary measures Permanent measures	within 48 hours within 15 (fifteen) days or as specified by the Authority's Engineer
(b)	**Foundations**	
(i)	Scouring and/or cavitations	15 (fifteen) days
(c)	**Piers, abutments, return walls and wing walls**	
(i)	Cracks and damages including settlement and tilting, spalling, scaling	30 (thirty) days

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Nature of Defect or deficiency		Time limit for repair/rectification
(d)	**Bearings (metallic) of bridges**	
(i)	Deformation, damages, tilting or shifting of bearings	15 (fifteen) days Greasing of metallic bearings once in a year
(e)	**Joints**	
(i)	Malfunctioning of joints	15 (fifteen) days
(f)	**Other items**	
(i)	Deforming of pads in elastomeric bearings	7 (seven) days
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes	3 (three) days
(iii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days (immediately within 24 hours if posing danger to safety)
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	7 (seven) days
(v)	Damage to wearing coat	15 (fifteen) days
(vi)	Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds	30 (thirty) days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
(g)	**Hill Roads**	
(i)	Damage to retaining wall/breast wall	7 (seven) days
(ii)	Landslides requiring clearance	12 (twelve) hours
(iii)	Snow requiring clearance	24 (twenty four) hours

[Note: Where necessary, the Authority may modify the time limit for repair/rectification, or add to the nature of Defect or deficiency before issuing the bidding document, with the approval of the competent authority.]

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwa

SCHEDULE - F

(See Clause 3.1.7(a))

APPLICABLE PERMITS

1 Applicable Permits

1.1 The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits:

(a) Permission of the State Government for extraction of boulders from quarry;

(b) Permission of Village Panchayats and Pollution Control Board for installation of crushers;

(c) License for use of explosives;

(d) Permission of the State Government for drawing water from river/reservoir;

(e) License from inspector of factories or other competent Authority for setting up batching plant;

(f) Clearance of Pollution Control Board for setting up batching plant;

(g) Clearance of Village Panchayats and Pollution Control Board for setting up asphalt plant;

(h) Permission of Village Panchayats and State Government for borrow earth; and

(i) Any other permits or clearances required under Applicable Laws.

1.2 Applicable Permits, as required, relating to environmental protection and conservation shall have been procured by the Authority in accordance with the provisions of this Agreement.

1.3 The Contractor shall be solely responsible for obtaining the above permits and the Authority will not be liable for payment of compensation on any account for failure in the part of the Contractor to obtain any such permits.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SCHEDULE-G

(See Clauses 7.1.1, 7.5.3 and 19.2)

FORM OF BANK GUARANTEE

Annex-I

(See Clause 7.1.1)

Performance Security

[Managing Director,
O.B.&C.C. Ltd, Setu Bhavan,
Bhubaneswar,]

WHEREAS:

(A) _____[name and address of contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "Agreement") with the [Managing Director, O.B.&C.C. Ltd, Setu Bhavan Bhubaneswar, Odisha], (hereinafter called the "**Authority**") for the construction of the ***** section of [State Highway No. **] on Engineering, Procurement and Construction (the "**EPC**") basis, subject to and in accordance with the provisions of the Agreement

(B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period}(as defined in the Agreement) in a sum of Rs..... cr. (Rupees .....crore) (the "**Guarantee Amount**").

(C) We, ... through our branch at ..... (the "**Bank**") have agreed to furnish this bank guarantee (*hereinafter called the* "**Guarantee**") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of **[Sr. Project Manager, OB & CC Ltd]**, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive,

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

[5]Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 7.2 of the Agreement).

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Annex – II
(Schedule - G)
(See Clause 7.5.3)

Form for Guarantee for Withdrawal of Retention Money

[MD, O B & C C Ltd
Bhubaneswar]

WHEREAS:

(A) [name and address of contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "Agreement") with the [Managing Director, O.B.&C.C. Ltd, Setu Bhavan, Bhubaneswar, Odisha], (hereinafter called the "**Authority**") for the construction of the ***** section of [State Highway No. **] on Engineering, Procurement and Construction (the "**EPC**") basis, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 7.5.3 of the Agreement, the Contractor may withdraw the retention money (hereinafter called the "**Retention Money**") after furnishing to the Authority a bank guarantee for an amount equal to the proposed withdrawal.

(C) We, ... through our branch at ..... (the "**Bank**") have agreed to furnish this bank guarantee (hereinafter called the "**Guarantee**") for the amount of Rs. --------- cr. (Rs.----------crore) (the "**Guarantee Amount**").

NOW, THEREFORE, the Bank hereby unconditionally and irrevocably guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [Sr. Project Manager, OB & CC Ltd], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Retention Money and any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Retention Money.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect 90 (ninety) days after the date of the Completion Certificate specified in Clause 12.4 of the Agreement.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Annex-III
(Schedule - G)
(See Clause 19.2)

Form for Guarantee for Advance Payment

[MD, O B & C C Ltd
Bhubaneswar]

WHEREAS:

(A) [name and address of contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "Agreement") with the Managing Director, O.B.&C.C. Ltd, Setu Bhavan, Bhubaneswar, Odisha], (hereinafter called the "**Authority**") for the **Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha** on Engineering, Procurement and Construction (the "**EPC**") basis, subject to and in accordance with the provisions of the Agreement.

(B) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest-bearing advance payment @10% per Annum (herein after called "**Advance Payment**") equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in four instalments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a **Public sector** Bank, counter guaranteed by its branch at Bhubaneswar for an amount equivalent to 110% (one hundred and ten percent) of such instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second/third/fourth} instalment of the Advance Payment is Rs. ------ cr. (Rupees ------ crore) and the amount of this Guarantee is Rs. ------ cr. (Rupees ------ crore) (the **"Guarantee Amount")**[5].

(C) We, ... through our branch at ..... (the "**Bank**") have agreed to furnish this bank guarantee (*hereinafter called the* **"Guarantee"**) for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance

[5] The Guarantee Amount should be equivalent to 110% of the value of the applicable instalment.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of [Sr. Project Manager, OB & CC Ltd], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****.[$] Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

[$] Insert a date being 90 (ninety) days after the end of one year from the date of payment of the Advance payment to the Contractor (in accordance with Clause 19.2 of the Agreement).

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SCHEDULE - H

(See Clauses10.1.4 and 19.3)

Contract Price Weightages

1.1 The Contract Price for this Agreement is Rs.**144,11,00,000.00**
(As per LOA No 6800 dated 16-11-2020)

1.2 Proportions of the Contract Price for different stages of Construction of the Project shall be as specified below:

Project Phases	Completion Activity/ description of item	Payment as % of Agreement Cost
Phase-I	10% of total nos. of foundation up to cap level for flyover proper	2.5%
Phase-II	20% of total nos. of foundation up to cap level for flyover proper	2.5%
Phase-III	50% of total nos. of foundation up to cap level for flyover proper	8%
Phase-IV	80 % of total nos. of foundation up to cap level for flyover proper	8%
Phase-V	100% of total nos. of foundation up to cap level for flyover proper	6%
Phase –VI	30% of total nos of substructure including fixation of bearings for flyover proper	2.5%
Phase –VII	60% of total nos. of substructure including fixation of bearings for flyover proper	2.5%
Phase –VIII	100% of total nos of substructure including fixation of bearings for flyover proper	3%
Phase –IX	20% of total nos of superstructure including casting of deck slab for flyover proper	8.5%
Phase –X	50% of total nos of superstructure including casting of deck slab for flyover proper	12.5%
Phase –XI	75% of total nos of superstructure including casting of deck slab for flyover proper	10.5%
Phase –XII	100% of total nos of superstructure including casting of deck slab for flyover proper	10.5%
Phase –XIII	100% of wearing coat, Crash barrier, drainage spouts, expansion joints and other miscellaneous items etc for flyover proper	5.0%
Phase –XIV	100% of total highway lighting on both service roads, flyover, intersections, and junctions etc as per requirement.	1.5%
Phase –XV	100% of CD works and two minor bridges along the service road	~~1.5%~~ xxxxx 2.0 %
Phase –XV	100% approach road, service road, retaining wall, road stretches beyond approach road, road side drains, road furniture, safety devices and other miscellaneous items, etc as per the design requirement.	14.5%
	Total	**100%**

2. Procedure for payment for Maintenance

2.1 The cost for maintenance shall be as stated in Clause 14.1.1.

2.2 Payment for Maintenance shall be made in quarterly instalments in accordance with the provisions of Clause 19.7.

Corrected as per corrigendum No.4 dated 04.07.2020

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SCHEDULE-I

(See Clause 10.2.4)

DRAWINGS

1 Drawings

In compliance of the obligations set forth in Clause 10.2 of this Agreement, the Contractor shall furnish to the Authority's Engineer, free of cost, all Drawings listed in Annex-I of this Schedule-I.

2 Additional Drawings

If the Authority's Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-I, it may by notice require the Contractor to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Contractor shall promptly prepare and furnish such drawings to the Authority's Engineer, as if such drawings formed part of Annex-I of this Schedule-I.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Annex - I
(Schedule - I)

List of Drawings

The contractor is required to furnish the following drawing to the Authority Engineer free of cost under clause 10.2 including the details as attached in the Annexure herewith describing the scope of work during survey, investigation and design stage.

- Horizontal and Vertical Alignment with details of reference pillars,
- Horizontal Intersection Points, Vertical Intersection Points, elements of curves, and sight distances.
- Cross-section at 50m interval along the alignment within ROW
- Typical cross-section with details of pavement structures
- Detailed drawings of the Bridges and other structures
- Detailed drawings for individual components of bridges and culverts
- Detailed layout drawings for intersections and interchanges
- Drawings for Road sign, Markings, Bus bays.
- Traffic management drawings for safety in construction zones
- Detailed drawings of roadside furniture and safety structures
- Any other drawings for completion of work and safety of fast & slow vehicles.

In addition to the above, all the documents and drawings as mentioned in the Schedule-Q defining the scope of work during survey, investigation and design also to be provided by the Contractor free of cost.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SCHEDULE - J
(See Clause 10.3.2)

PROJECT COMPLETION SCHEDULE

1 Project Completion Schedule

During Construction period, the Contractor shall comply with the requirements set forth in this Schedule-J for each of the Project Milestones and the **Scheduled Completion Date**. Within 15 (fifteen) days of the date of each Project Milestone, the Contractor shall notify the Authority of such compliance along with necessary particulars thereof.

2 Project Milestone-I

2.1 Project Milestone-I shall occur on the date falling on the 240th* (Two hundred and Fortieth) day from the Appointed Date (the "**Project Milestone-I**").

2.2 Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 10% (ten per cent) of the Contract Price.

3 Project Milestone-II

3.1 Project Milestone-II shall occur on the date falling on the 365th* (Three hundred and sixty fifth) day from the Appointed Date (the "**Project Milestone-II**").

3.2 Prior to the occurrence of Project Milestone-II, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 30% (thirty per cent) of the Contract Price.

4 Project Milestone-III

4.1 Project Milestone-III shall occur on the date falling on the [550th* (five hundred and fiftieth)] day from the Appointed Date (the "**Project Milestone-III**").

4.2 Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 60% (sixty per cent) of the Contract Price.

* The milestone has to be proportionately fixed considering the period of completion.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

5 Scheduled Completion Date

5.1 The Scheduled Completion Date shall occur on the 915 th** (Nine hundred and Fifteenth) day from the Appointed Date.

5.2 On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.

6 Extension of time

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

** Period of completion

General Manager Projects
G.E. & C.C. Ltd., Bhubaneshwar

SCHEDULE-K

(See Clause 12.1.2)

Tests on Completion

1 Schedule for Tests

1.1 The Contractor shall, no later than 30 (thirty) days prior to the likely completion of construction, notify the Authority's Engineer and the Authority of its intent to subject the Project Highway to Tests, and no later than 10 (ten) days prior to the actual date of Tests, furnish to the Authority's Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Works.

1.2 The Contractor shall notify the Authority's Engineer of its readiness to subject the Project Highway to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Authority's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Authority's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 12 and this Schedule-K.

2 Tests

2.1 Visual and physical test: The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall be decided by the Authority Engineer in accordance with relevant Codes.

2.2 Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be [2,000 (two thousand)] mm for each kilometre.

2.3 Tests for bridges: All major and minor bridges shall be subjected to the rebound hammer and ultrasonic pulse velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Non-destructive Testing Techniques, at two spots in every span, to be chosen at random by the Authority's Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.

2.4 Other tests: The Authority's Engineer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards.

2.5 Environmental audit: The Authority's Engineer shall carry out a check to determine conformity of the Project Highway with the environmental

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

requirements set forth in Applicable Laws and Applicable Permits.

2.6 Safety Audit: The Authority's Engineer shall carry out, or cause to be carried out, a safety audit to determine conformity of the Project Highway with the safety requirements and Good Industry Practice.

3 Agency for conducting Tests

All Tests set forth in this Schedule-K shall be conducted by the Authority's Engineer or such other agency or person as it may specify in consultation with the Authority.

4 Completion Certificate

Upon successful completion of Tests, the Authority's Engineer shall issue the Completion Certificate in accordance with the provisions of Article 12.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SCHEDULE-L

(See Clause 12.2 and 12.4)

PROVISIONAL CERTIFICATE

1 I, ... (Name of the Authority's Engineer), acting as the Authority's Engineer, under and in accordance with the Agreement dated ..... (the **"Agreement"**), for construction of the [****section (km ** to km **) of State Highway No. ***] (the **"Project Highway"**) on Engineering, Procurement and Construction (EPC) basis through ..... (Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.

2 Works that are incomplete on account of Time Extension have been specified in the Punch List appended hereto, and the Contractor has agreed and accepted that it shall complete all such works in the time and manner set forth in the Agreement. In addition, certain minor works are incomplete and these are not likely to cause material inconvenience to the Users of the Project Highway or affect their safety. The Contractor has agreed and accepted that as a condition of this Provisional Certificate, it shall complete such minor works within 30 (thirty) days hereof. These minor works have also been specified in the aforesaid Punch List.

3 In view of the foregoing, I am satisfied that the Project Highway from km ** to km ** can be safely and reliably placed in service of the Users thereof, and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into operation on this the ..... day of ..... 20.....

ACCEPTED, SIGNED, SEALED	SIGNED, SEALED AND
AND DELIVERED	DELIVERED
For and on behalf of	For and on behalf of
CONTRACTOR by:	AUTHORITY'S ENGINEER by:
(Signature)	(Signature)
(Name and Designation)	(Name and Designation)
(Address)	(Address)

General Manager Projects-I
O.S. & C.C. Ltd., Bhubaneshwar

COMPLETION CERTIFICATE

1 I, ... (Name of the Authority's Engineer), acting as the Authority's Engineer, under and in accordance with the Agreement dated ..... (the "**Agreement**"), for [construction of the ****section (km ** to km **) of State Highway No. ***] (the "**Project Highway**") on Engineering, Procurement and Construction (EPC) basis through ..... (Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safely and reliably placed in service of the Users thereof.

2 It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Highway have been completed, and the Project Highway is hereby declared fit for entry into operation on this the ..... day of ..... 20.....

SIGNED, SEALED AND DELIVERED

For and on behalf of

the Authority's Engineer by:

(Signature)

(Name)

(Designation)

(Address)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SCHEDULE-M

(See Clauses 14.6, 15.2 and 19.7)

PAYMENT REDUCTION FOR NON-COMPLIANCE

1. Payment reduction for non-compliance with the Maintenance Requirements

1.1 Monthly lump sum payments for maintenance shall be reduced in the case of non-compliance with the Maintenance Requirements set forth in Schedule-E.

1.2 Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.

1.3 The Authority's Engineer shall calculate the amount of payment reduction on the basis of weightage in percentage assigned to non-conforming items as given in Paragraph 2.

2. Percentage reductions in lump sum payments

2.1 The following percentages shall govern the payment reduction:

S. No.	Item/Defect/Deficiency	Percentage
(a)	**Carriageway/Pavement**	
(i)	Potholes, cracks, other surface defects	15%
(ii)	Repairs of Edges, Rutting	5%
(b)	**Road, Embankment, Cuttings, Shoulders**	
(i)	Edge drop, inadequate cross fall, undulations, settlement, potholes, ponding, obstructions	10%
(ii)	Deficient slopes, raincuts, disturbed pitching, vegetation growth, pruning of trees	5%
(c)	**Bridges and Culverts**	
(i)	Desilting, cleaning, vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	20%
S. No.	Item/Defect/Deficiency	Percentage
(ii)	Any Defects in superstructures, bearings and sub-structures	10%

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(iii)	Painting, repairs/replacement kerbs, railings, parapets, guideposts/crash barriers	5%
(d)	**Roadside Drains**	
(i)	Cleaning and repair of drains	5%
(e)	**Road Furniture**	
(i)	Cleaning, painting, replacement of road signs, delineators, road markings, 200 m/km/5th km stones	5%
(f)	**Miscellaneous Items**	
(i)	Removal of dead animals, broken down/accidented vehicles, fallen trees, road blockades or malfunctioning of mobile crane	10%
(ii)	Any other Defects in accordance with paragraph 1.	5%
(g)	**Defects in Other Project Facilities**	5%

2.2 The amount to be deducted from monthly lump-sum payment for non-compliance of particular item shall be calculated as under:

R=P/IOO x M x L1/L

Where P = Percentage of particular item/Defect/deficiency for deduction

M = Monthly lump-sum payment in accordance with the Bid

L1 = Non-complying length

L = Total length of the road,

R = Reduction (the amount to be deducted for non-compliance for a particular item/Defect/deficiency

The total amount of reduction shall be arrived at by summation of reductions for such items/Defects/deficiency or non-compliance.

For any Defect in a part of one kilometre, the non-conforming length shall be taken as one kilometre.

RANJIT-CHEVROLET

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SCHEDULE - N

(See Clause 18.1.1)

SELECTION OF AUTHORITY'S ENGINEER

1 Selection of Authority's Engineer

1.1 The provisions of the Model Request for Proposal for Selection of Technical Consultants, issued by the Ministry of Finance in May 2009, or any substitute thereof shall apply for selection of an experienced firm to discharge the functions and duties of an Authority's Engineer.

1.2 In the event of termination of the Technical Consultants appointed in accordance with the provisions of Paragraph 1.1, the Authority shall appoint another firm of Technical Consultants forthwith and may engage a government-owned entity in accordance with the provisions of Paragraph 3 of this Schedule-N.

2 Terms of Reference

The Terms of Reference for the Authority's Engineer (the "**TOR**") shall substantially conform with Annex 1 to this Schedule N.

3 Appointment of Government entity as Authority's Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity/Government officer as the Authority's Engineer.

RAMIT-CHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Annex – I
(Schedule - N)

TERMS OF REFERENCE FOR AUTHORITY'S ENGINEER

1 Scope

1.1 These Terms of Reference (the "**TOR**") for the Authority's Engineer are being specified pursuant to the EPC Agreement dated ..... (the "**Agreement**), which has been entered into between the [name and address of the Authority] (the "**Authority**") and ..... (the "**Contractor**") for [Two-Laning] of the **** section (km ** to km **) of State Highway No. ** in the State of Odisha on Engineering, Procurement, Construction (EPC) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

1.2 The TOR shall apply to construction and maintenance of the Project Highway.

2 Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3. General

3.1 The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

3.2 The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining:

(a) any Time Extension;

(b) any additional cost to be paid by the Authority to the Contractor;

(c) the Termination Payment; or

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

(d) any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs.5,000,000 (Rs. fifty lakh).

3.3 The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month.

3.4 The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of Clause 18.2.

3.5 The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13.

3.6 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

4 Construction Period

4.1 During the Construction Period, the Authority's Engineer shall review the Drawings furnished by the Contractor along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1.6. The Authority's Engineer shall complete such review and send its observations to the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

4.2 The Authority's Engineer shall review any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.

4.3 The Authority's Engineer shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required thereto.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

4.4 The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

4.5 The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4.

4.6 The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the Contractor within 7 (seven) days of receipt of such report.

4.7 The Authority's Engineer shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.

4.8 The Authority's Engineer shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.

4.9 For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4.9, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.

4.10 The Authority's Engineer shall test check at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.

4.11 The timing of tests referred to in Paragraph 4.9, and the criteria for acceptance/ rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

4.12 In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.

4.13 The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.

4.14 In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.

4.15 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.4.

4.16 Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.

4.17 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

4.18 The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 4.18 and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

5. Maintenance Period

5.1 The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with the Contractor.

5.2 The Authority's Engineer shall undertake regular inspections, at least once every month, to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.

5.3 The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Contractor in this behalf.

5.4 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

5.5 The Authority's Engineer shall examine the request of the Contractor for closure of any lane(s) of the Project Highway for undertaking maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Contractor to the Authority under Clause 14.5.

6 Determination of costs and time

6.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

6.2 The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.

6.3 The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5.

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7. Payments

7.1 The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provisions of Clause 10.2.4 (d).

7.2 Authority's Engineer shall -

(a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and

(b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10.

7.3 The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.

7.4 The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16.

8. Other duties and functions

The Authority's Engineer shall perform all other duties and functions as specified in the Agreement.

9 Miscellaneous

9.1 A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.

9.2 The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

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9.3 Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of the buildings and structures forming part of Project Facilities; and shall hand them over to the Authority against receipt thereof.

9.4 The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.

9.5 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

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SCHEDULE-O

(See Clauses 19.4.1, 19.6.1, and 19.8.1)

Forms of Payment

Statements Stage Payment Statement for Works

The Stage Payment Statement for Works shall state:

(a) the estimated amount for the Works executed in accordance with Clause 19.3.1 subsequent to the last claim;

(b) amounts reflecting adjustments in price for the aforesaid claim;

(c) the estimated amount of each Change of Scope Order executed subsequent to the last claim;

(d) amounts reflecting adjustment in price, if any, for (c) above in accordance with the provisions of Clause 13.2.3 (a);

(e) total of (a), (b), (c) and (d) above;

(f) Deductions:

  (i) Any amount to be deducted in accordance with the provisions of the Agreement except taxes;

  (ii) Any amount towards deduction of taxes; and

  (i) Total of (i) and (ii) above.

(g) Net claim: (e) – (f) (iii);

(h) The amounts received by the Contractor upto the last claim:

  (i) For the Works executed (excluding Change of Scope orders);

  (ii) For Change of Scope Orders, and

  (iii) Taxes deducted

Monthly Maintenance Payment Statement

The monthly Statement for Maintenance Payment shall state:

(a) the monthly payment admissible in accordance with the provisions of the Agreement;

(b) the deductions for maintenance work not done;

(c) net payment for maintenance due, (a) minus (b);

(d) amounts reflecting adjustments in price under Clause 19.12; and

(e) amount towards deduction of taxes

3. Contractor's claim for Damages

Note: The Contractor shall submit its claims in a form acceptable to the Authority.

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SCHEDULE-P

(See Clause 20.1)

INSURANCE

1. Insurance during Construction Period

1.1 The Contractor shall effect and maintain at its own cost, from the Appointed Date till the date of issue of the Completion Certificate, the following insurances for any loss or damage occurring on account of Non Political Event of Force Majeure, malicious act, accidental damage, explosion, fire and terrorism:

(a) insurance of Works, Plant and Materials and an additional sum of [15 (fifteen)] per cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and

(b) insurance for the Contractor's equipment and Documents brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

1.2 The insurance under paragraph 1.1 (a) and (b) above shall cover the Authority and the Contractor against all loss or damage from any cause arising under paragraph 1.1 other than risks which are not insurable at commercial terms.

2. Insurance for Contractor's Defects Liability

The Contractor shall effect and maintain insurance cover for the Works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring prior to the issue of the Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.

3. Insurance against injury to persons and damage to property

3.1 The Contractor shall insure against its liability for any loss, damage, death or bodily injury, or damage to any property (except things insured under Paragraphs 1and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which may arise out of the Contractor's performance of this Agreement. This insurance shall be for a limit per occurrence of not less than the amount stated below with no limit on the number of occurrences.

The insurance cover shall be not less than: Rs. [*****]

3.2 The insurance shall be extended to cover liability for all loss and damage to the Authority's property arising out of the Contractor's performance of this Agreement excluding:

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(a) the Authority's right to have the construction works executed on, over, under, in or through any land, and to occupy this land for the Works; and

(b) damage which is an unavoidable result of the Contractor's obligations to execute the Works.

4. Insurance to be in joint names

The insurance under paragraphs 1 to 3 above shall be in the joint names of the Contractor and the Authority.

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SCHEDULE – Q

TERMS OF REFERENCE
Engineering aspects pertaining to
Survey, Investigation and Design to be done by the Contractor

1. BRIEF TASKS TO BE CARRIED OUT AT DESIGN STAGE

- Collect hydraulic data, undertake detailed survey & subsoil investigations;
- Prepare Detailed designs, drawings.
- Obtain approval of designs from the "Authority i.e. Managing Director, O.B.&C.C. Ltd, Odisha) Odisha" / Authority's Engineer before execution after vetting the same from any National Institute of Repute such as Indian Institute of Technology (IIT) or Central Road Research Institute (CRRI).

2. DETAIL SCOPE OF WORK

a) Conduct necessary Hydrological Surveys, collect the data required for maximum design discharge, HTL, HFL, OFL , Scour depth, discharge velocity etc. from available past records, local inquiries and visible signs, if any, on the structural components and embankments. Local inquiries shall also be made with regard to the road sections getting overtopped during heavy rains. All hydrological computations shall be as per latest IRC/ MORTH/ CWC guidelines.

b) Carry out field surveys, soil and geo-technical investigations, and prepare plans, designs, detailed drawings, etc. as per the latest IRC and MORTH guidelines.

c) Prepare Cross section (H 1:2500, V 1:100) of the river at proposed site covering full HFL / HTL spread and on U/S side and D/S side of the proposed site as per IRC guidelines.

d) Prepare Longitudinal section (H 1:2500, V 1:250) of the stream by taking levels along the flow line as per IRC guidelines.

e) Make catchment area calculations using Survey of India Topographical sheets indicating the Catchment areas.

f) Prepare Topographical Survey Plan(with a scale of 1:2500) along the centre line of the stream and the centre line of the road on either side of the proposed site for a distance of 500 m both along the stream and along the road beyond the point of HFL /FRL spread duly indicating the bed width of the river.

g) Prepare Key map (with scale 1:50,000) showing the location of the bridge and alternative sites investigated and rejected and the important structures, towns etc., in the vicinity. The reference to the position of the benchmark, location of the trial pits or bore-holes giving identification number for each bore connected to the datum and location of all nullahs, buildings, out crops

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of rocks and other obstructions if any, to the road alignment covered to a distance of 500 m on either side of the stream with a scale of 1:25,000.

h) Carryout Geotechnical Investigations and Sub-Soil Exploration at each pier and abutment location, for the proposed bridge and conduct all relevant laboratory and field tests on soil and rock samples. Soil bore particulars duly indicating the classification of soils within a bore log chart and soil test reports conducted in Govt. of Odisha approved soil testing laboratory on undisturbed and disturbed samples for all the geo-technical parameters like C, ϕ, Atterberg limits, DFS, SPT and silt factor worked out from the mean diameter of the particle size to the maximum scour level, safe bearing capacity of soils or rocks, core recovery (RQD) for rock, erodibility test for rocks, consolidation settlement parameters etc.

i) Prepare detailed designs, prepare drawings for bridge and approaches following the latest IRC codes for design and construction of bridges and MORTH specification and IS codes The scale of drawings shall be (H 1:100, V 1:50) for longitudinal sections, GAD and 1:25 for item details.

j) Carryout load testing on piles (in case of pile foundation) as per IRC/BIS guidelines and accordingly prepare the designs of foundation.

3. TIME PERIOD FOR THE DESIGN

The time period for the design stage is [180 days] from the date of commencement. This period includes time period for all types of survey & investigation as listed at Para-2, soil exploration and laboratory testing, detail design, the draft and final design reports, drawings, technical specifications, methodology of work and all other associated reports and documents.

However, the total period of contract including Survey, Investigation, Design, and Execution will be [thirty calendar months]. The defect liability period shall be Four years from the date of completion of the project.

The Contractor shall submit all designs, drawings, technical specifications and methodology to the Authority/Authority's Engineer **after vetting the same from any National Institute of Repute such as Indian Institute of Technology (IIT) or Central Road research Institute (CRRI) at its own cost.** The Authority's Engineer shall review all sketches, drawings, reports and recommendations and other matters and proposals submitted by the Contractor in such reasonable time as not to delay or disrupt the performance of the Contractor's work.

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4. SCHEDULE FOR COMPLETION OF DESIGN

Survey, investigation and design reports to be submitted in the following sequence.

Sl No	Description	Schedule for completion
4.1	Inception report*	[60 days] from the date of commencement
4.2	Details of all Survey including laboratory test report (Topography, Long Section, Cross Section, Catchment, Hydrology, Geotechnical etc)	[120 days]from the date of commencement
4.3	Draft Detailed Engineering Design and Drawings with details technical specifications & methodology	[150 days]from the date of commencement
4.4	Final Detailed Engineering Design and Drawings with details technical specifications & methodology	[180 days]from the date of commencement

Note: **Date of commencement is same as Appointed Date**

* Inception report will broadly contain Site Appreciation, Identification of Secondary Data Requirement, Detailed, Breakdown of Investigations and Surveys to be carried out and a work program.

** Draft Detailed Engineering Report: will contain Details of Design, Land Acquisition Drawings, Final L Section of Bridge and approach alignment and other drawings.

5. SERVICES TO BE PROVIDED BY The AUTHORITY

The Authority will provide the following available data to the Contractor on request.

- Available details of hydrology report and other associated data
- Available details of soil bore log and test result
- Available site plan and river cross section
- Any other relevant data to the extent available;

6. FINAL OUTPUTS (REPORTS, DRAWINGS etc.)

To be furnished by the Contractor to the Authority in number of copies;

6.1	Inception report	5 copies
6.2	Report with details of all Survey including laboratory test (Topography, Long Section, Cross Section, Catchment, Hydrology, Geotechnical etc)	5 copies
6.3	Draft detailed Engineering report	5 copies
6.4	Final detailed Engineering report	5 copies

6.5 Except inception report, all other reports as listed above shall be submitted by the Contractor to the Authority only after obtaining approval of the same from any National Institute of Repute such as Indian Institute of Technology (IIT) at Contractor's own cost.

********* **Approved for 214 (Two hundred fourteen) pages only**

Managing Director, O.B. & C.C. Ltd, Odisha

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

End of the Document

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DRAWINGS

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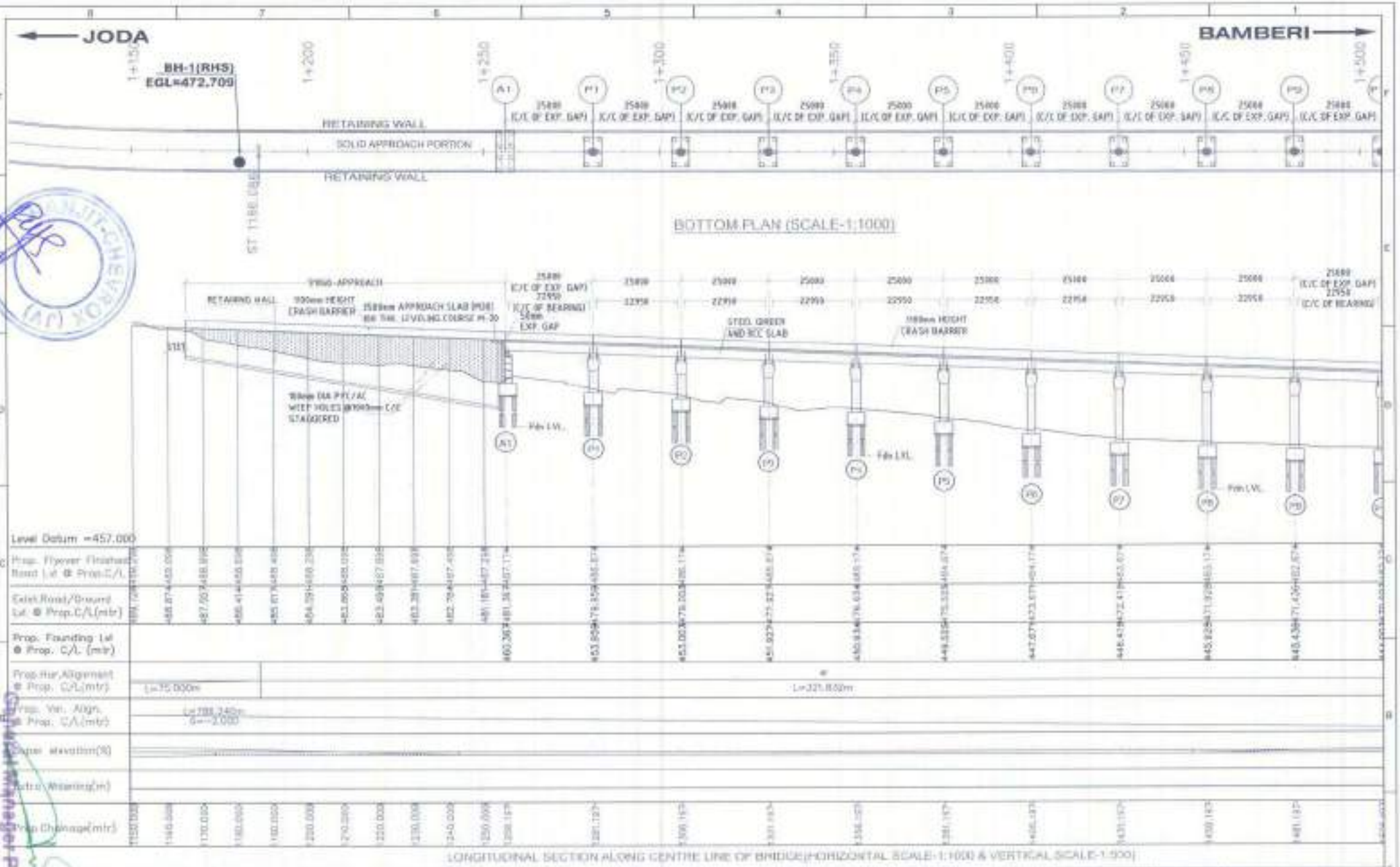
O.B. & C.C. Ltd., Bhubaneshwar



Rev	Date	Description	Design	Chkd
(1)	November-18	2nd Submission		
(0)	June-18	1st Submission		

REVISIONS

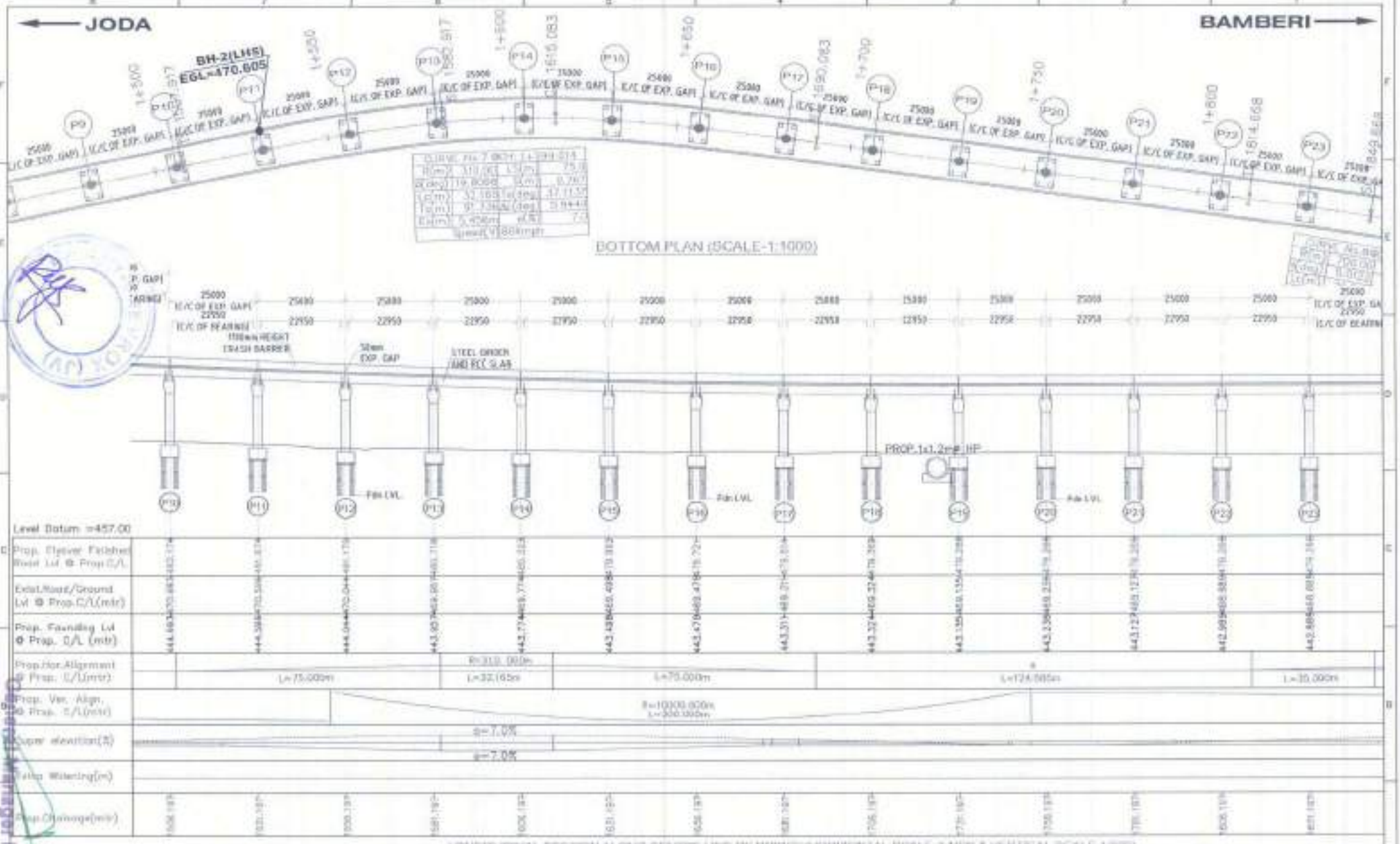
Notes:
(1)All the Dimensions are in metr unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553889
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Jodia town in the district of Keonjhar,Odisha

Design By: H Dev	KID-7:Final Project Report
Drawn By: T.M	Drawing Title:
Chkd By: A.Gosh	GAD with Supporting Calculation & Other
Date:Nov-2018	Drawings/Survey Investigation Reports
Revision-R1	Drawing Scale As Shown
Dwg No- ARK2DD-1036/Joda-FOV/02-R1/Sheet No- 1 of 12	

Chief Manager (Projects)
O.R.C.C. Ltd., Bhubaneswar



Rev	Date	Description	Design	Chkd
R1	November-18	2nd Submission		
R0	June-18	1st Submission		

REVISIONS

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Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553689
email:bhsinfo@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By: H.Das	RD-7 Final Project Report
Drawn By: T.B.	Drawing Title:
Chkd By: A.Basu	GAD with Supporting Calculation & Other
Date:Nov-2018	Drawings/Survey Investigation Reports
Revision:R1	Drawing Scale:As Shown
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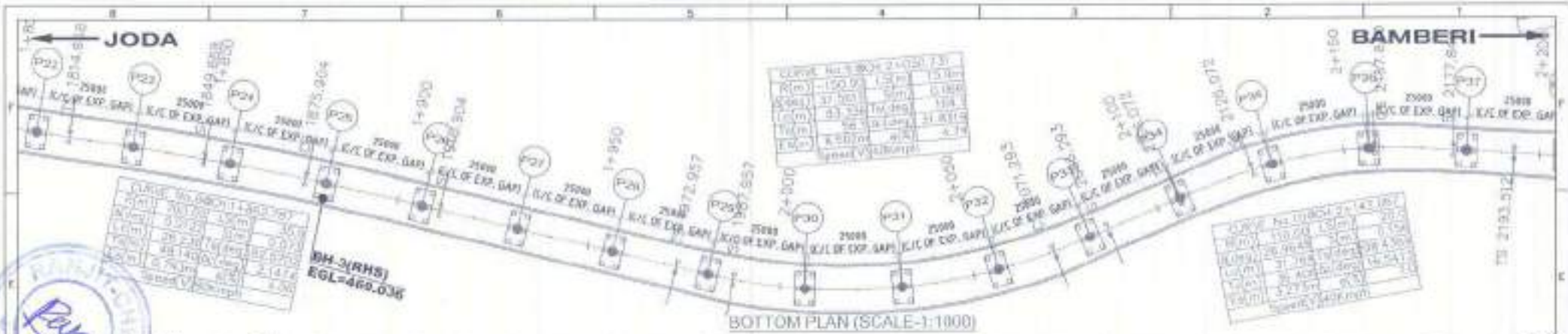
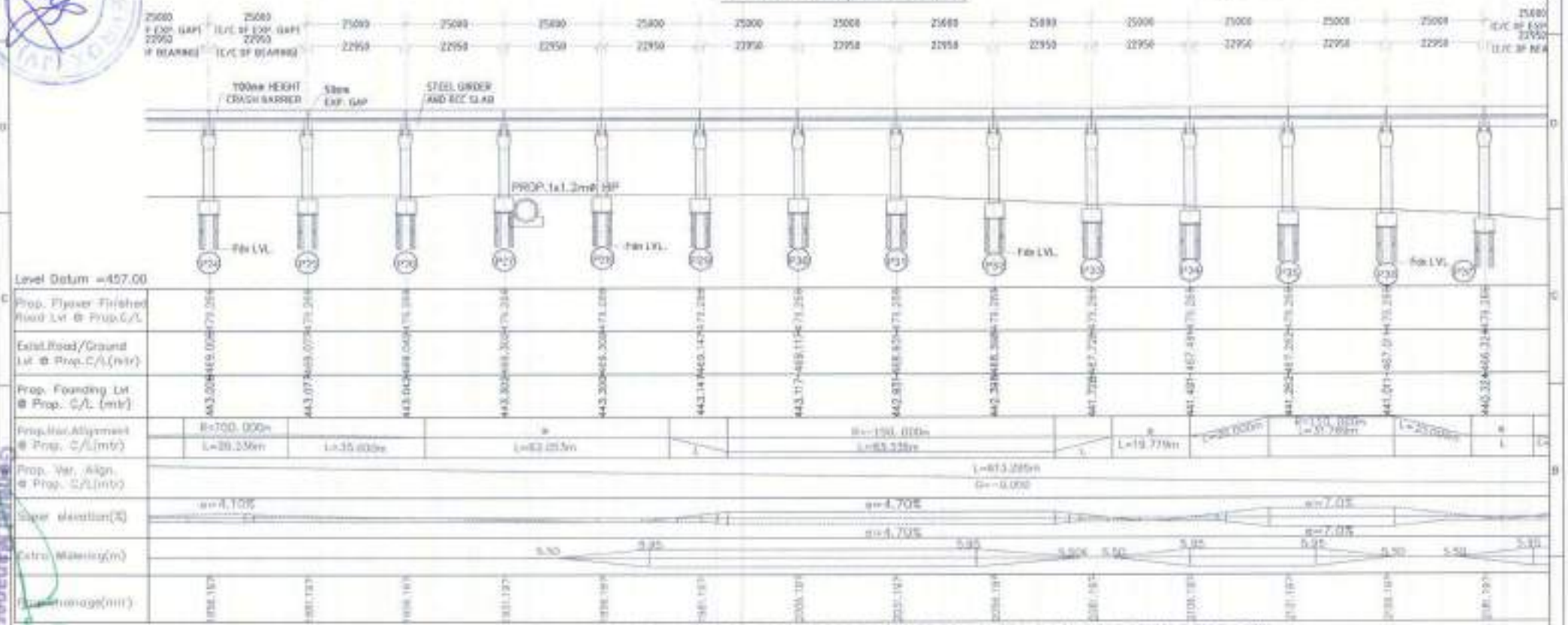
Chief Engineer (NH) & Project Director
O.R.S.D.C. Ltd., Bhubaneswar

C.319





Rev	Date	Description	Design	Chkd
R1	November-18	2nd Submission		
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REVISIONS

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ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553888
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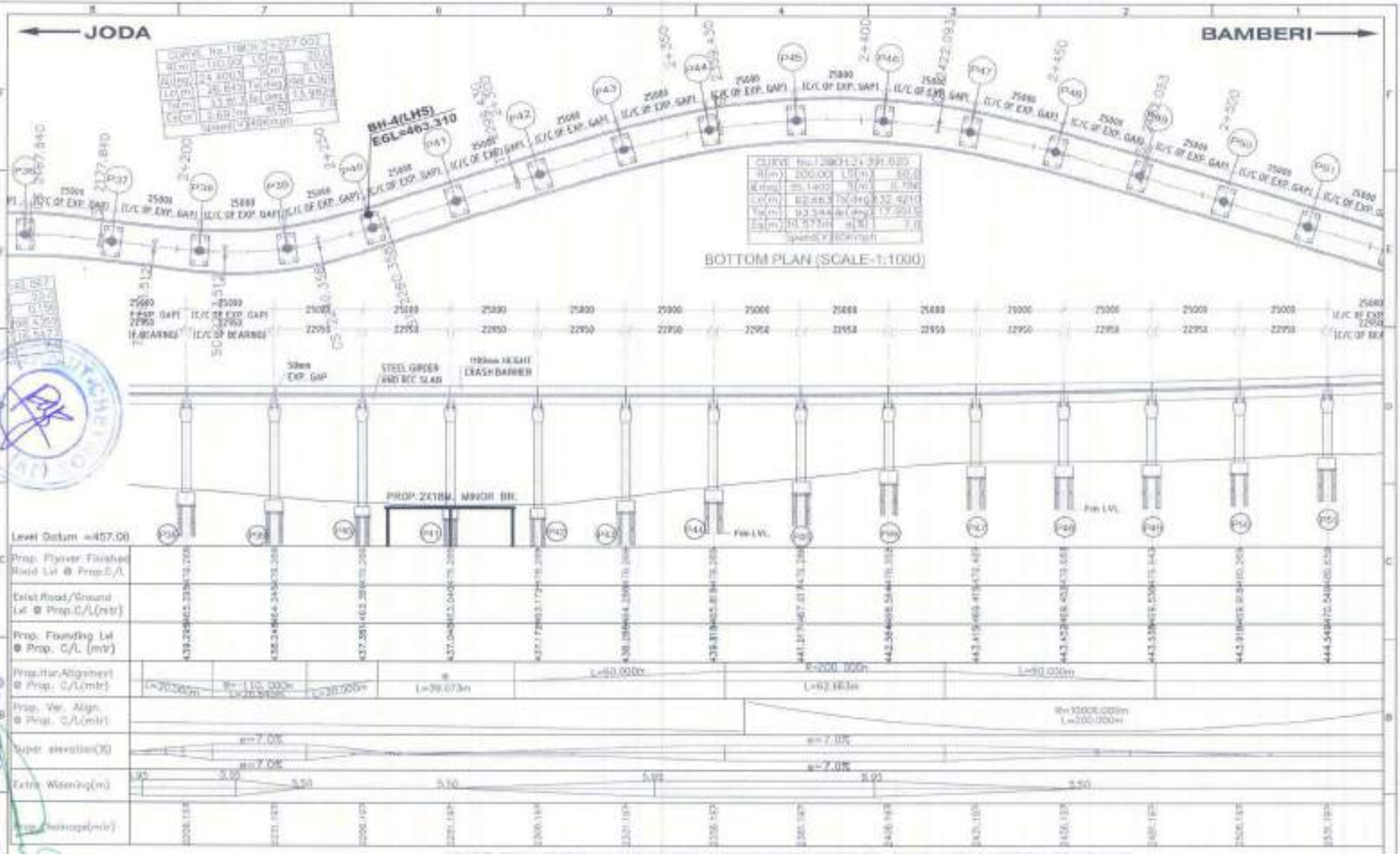
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By: H Das	KD-7:Final Project Report
Drawn By: T M	Drawing Title:
Chkd By: A Basu	GAD with Supporting Calculation & Other
Date:Nov-2018	Drawings/Survey Investigation Reports
Revision:R1	Drawing Scale:As Shown
Dwg No :ARK/05-1535/Joda/FOR/KD-7/Sheet No: 2 of 12	

Chief Manager (Projects)
O.B. & C.C. Ltd., Bhubaneswar

C.311.1



Rev	Date	Description	Design	Chkd
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REVISIONS

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ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554285,Landline:+91-674-2553889
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By: H Das	KJD-7 (Final Project Report
Drawn By: T.N.	Drawing Title:
Chkd By: A Basu	GAD with Supporting Calculation & Other
Date:Nov-2018	Drawings/Survey Investigation Reports
Revision:R1	Drawing Scale As Shown
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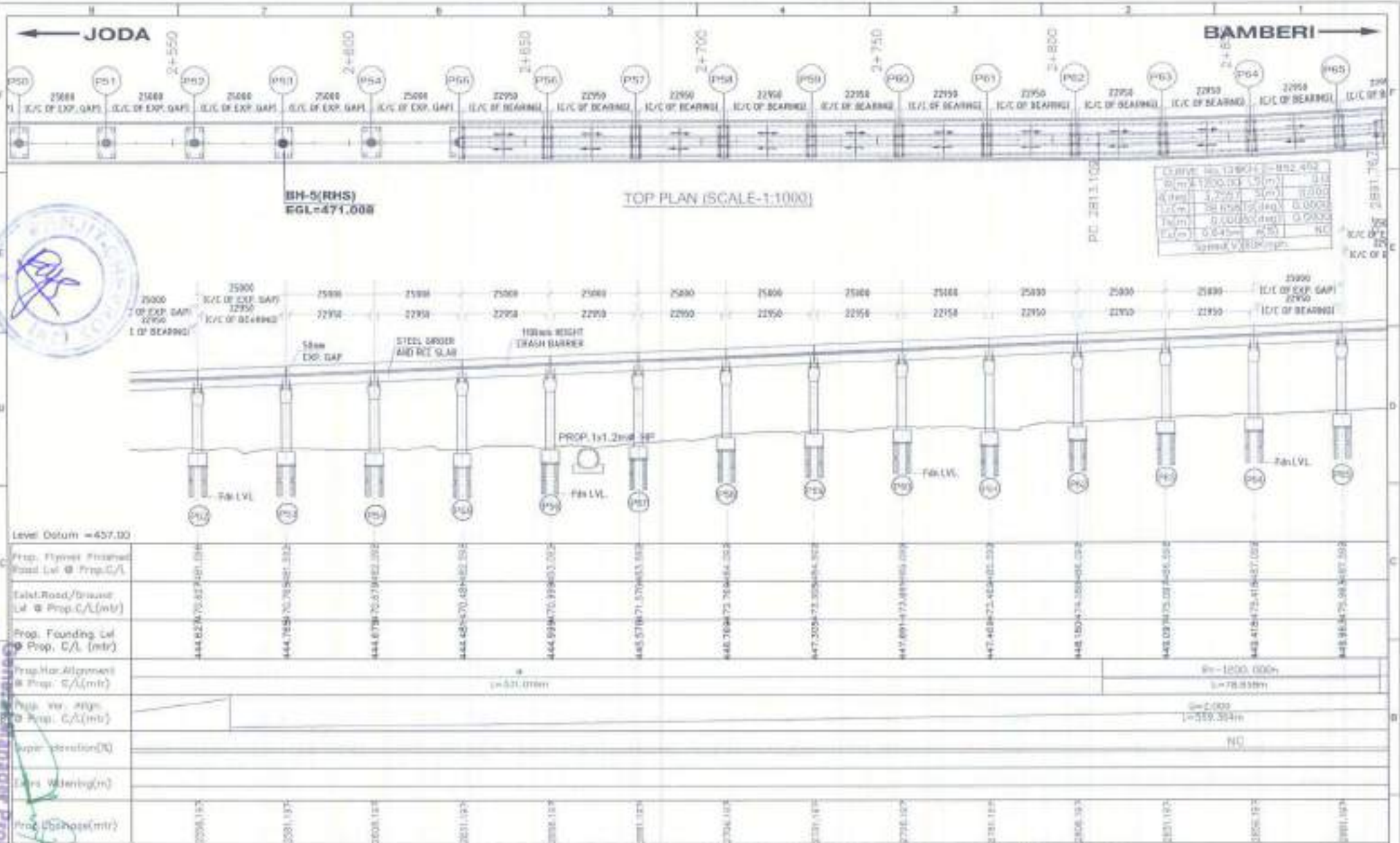
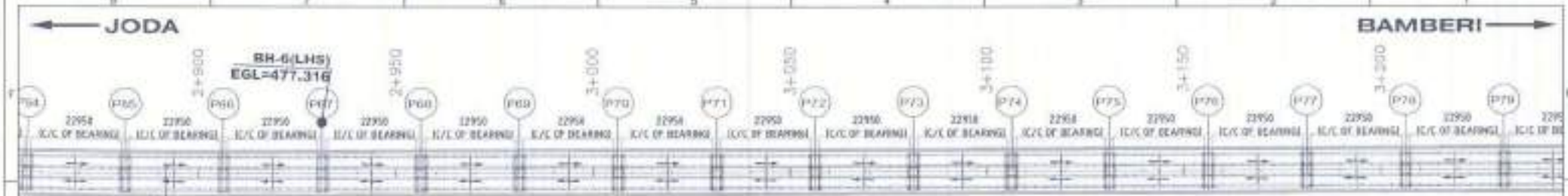
Center Manager Projects
O.B. & C.C. Ltd., Bhubaneswar

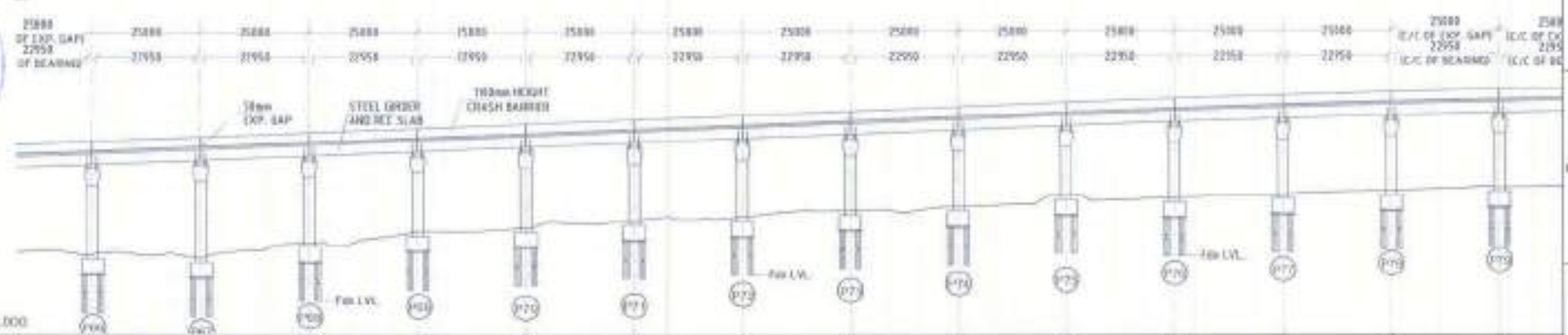
0318



O.P.S.C.C. Ltd., Bhubaneswar
Project Manager



TOP PLAN (SCALE-1:1000)



Prop. Flyover Finished Road Lvl @ Prop.C/L	
Exist.Road/Ground Lvl @ Prop.C/L(mtr)	
Prop. Founding Lvl @ Prop. C/L (mtr)	
Prop.Hor.Alignment @ Prop. C/L(mtr)	L=273.199m
Prop. Ver. Align. @ Prop. C/L(mtr)	
Super elevation(%)	
Extra Widening(m)	
Prop. Chainage(mtr)	

LONGITUDINAL SECTION ALONG CENTRE LINE OF BRIDGE(HORIZONTAL SCALE-1:1000 & VERTICAL SCALE-1:500)

Rev	Date	Description	Design	Chkd
R1	November-18	2nd Submission		
R0	June-18	1st Submission		

REVISIONS

Notes:
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Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # 63/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553669
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Designed By: H.Dev	RUD-7 (Final Project Report)
Drawn By: T.M	Drawing Title:
Chkd By: A.Basu	GAD with Supporting Calculation & Other
Date:Nov.2018	Drawings/Survey Investigation Reports
Revision-R1	Drawing Scale:As Shown
Dwg No: ARK/SOD-1/2018/Joda-FOVR/D-1/Sheet No-1 of 12	

Genral Manager Projects
D.B. & C.C. Ltd., Bhubaneshwar

JODA

BAMBERI

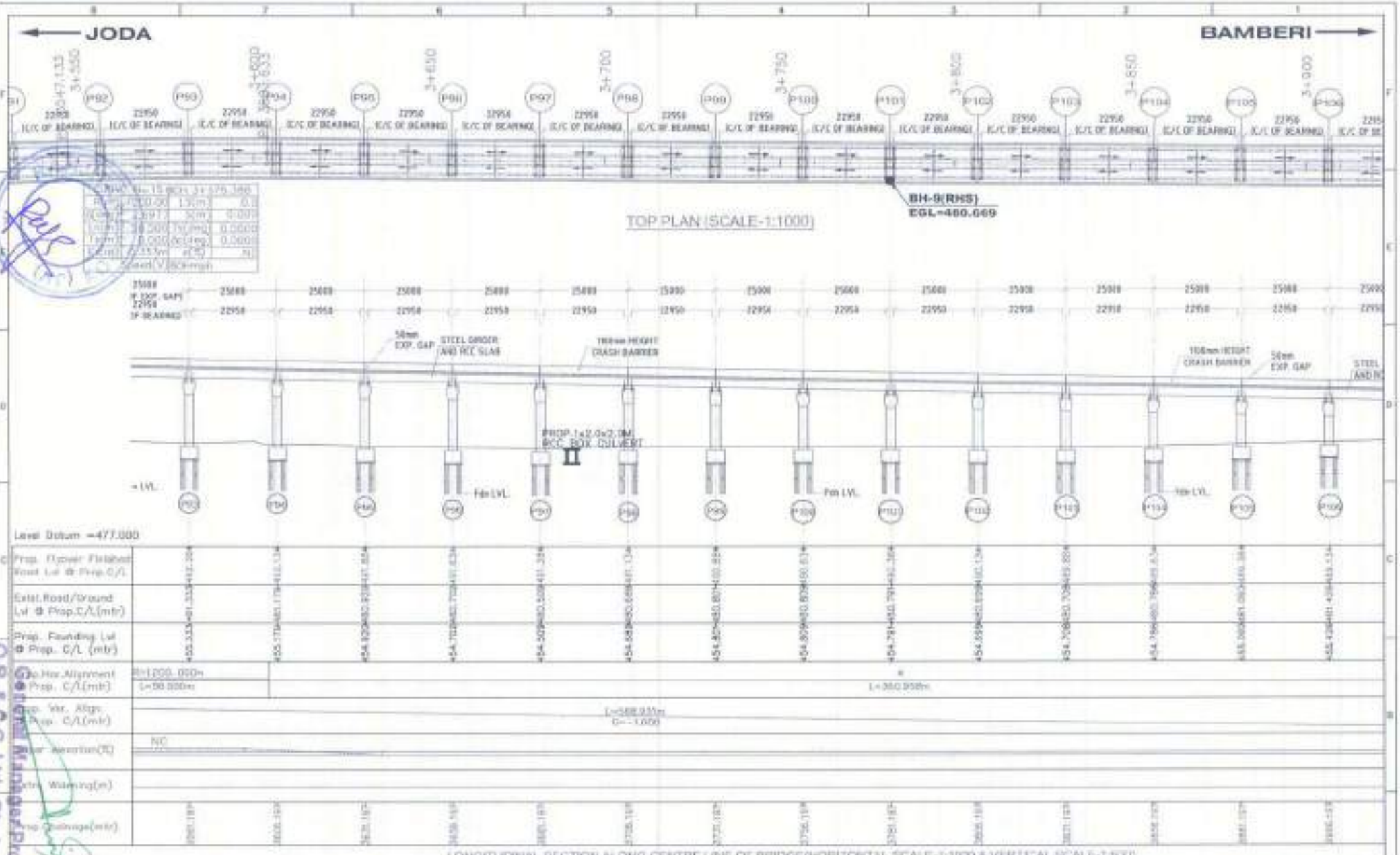
BH-8(LHS)
EGL=483.116

BH-7(RHS)
EGL=484.098

TOP PLAN (SCALE-1:1000)

Level Datum =477.000

| | | |



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ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
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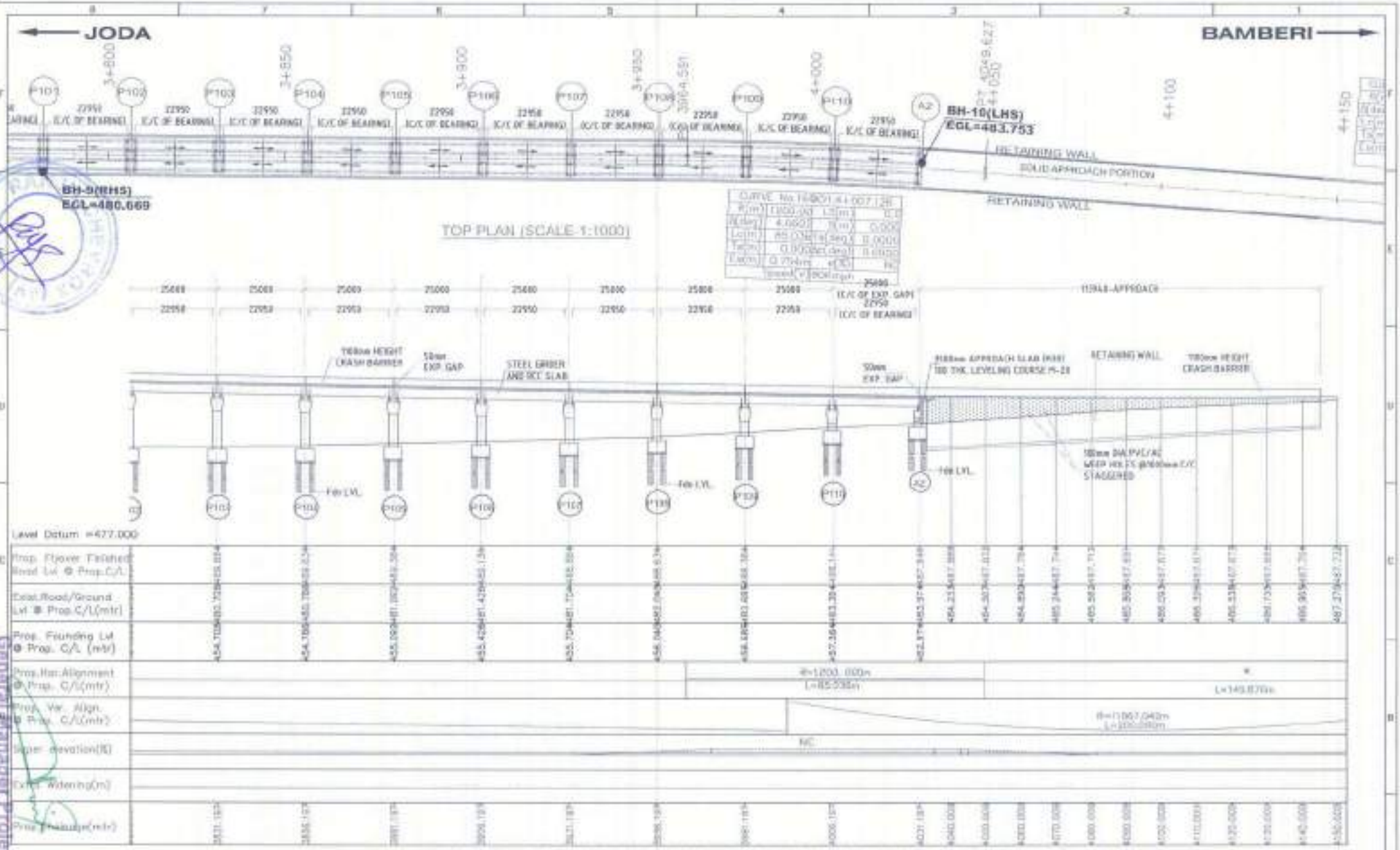
Drawn By: T.M.	Drawing Title:
Chkd By: A.Basu	GAD with Supporting Calculation & Other
Date:Nov.2018	Drawings/Survey Investigation Reports
Revision-R1	Drawing Scale:As Shown
Dwg No:ARK2020-15130,Joda-FOWKB-7(Sheet No-1 of 1)	

Rev	Date	Description	Design	Chkd
R1	November-18	2nd Submission		
R0	June-18	1st Submission		

REVISIONS

Chief Manager (Projects)
O.R.S.C. Ltd., Bhubaneswar



Rev	Date	Description	Design	Chkd
01	November-18	2nd Submission		
00	June-18	1st Submission		

REVISIONS

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ARKITECHNO Consultants (India) Pvt.Ltd
Plot # M3/31,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554285,Landline:+91-674-2553889
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha.

Design By: H.Das	KD-7:Final Project Report
Drawn By: T.M	Drawing Title:
Chkd By: A.Bose	GAD with Supporting Calculation & Other Drawings/Survey Investigation Reports
Date Nov-2018	
Revision-R1	Drawing Scale As Shown
Dwg No :ARKIEDD-0516/Joda-FOR/KD-7/Sheet No-3 of 12	

Original signed copy of project report
O.R.V.C.C. Ltd., Bhubaneswar

BH-1(CH:1+176)
E.G.L.-472.709m

SUB SOIL PROFILE

BH-2(CH:1+526)
E.G.L.-470.605m

SUB SOIL PROFILE

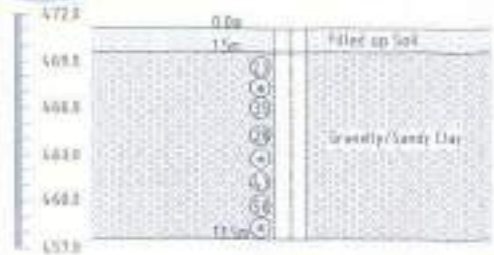
BH-3(CH:1+876)
E.G.L.-469.63m

SUB SOIL PROFILE

BH-4(CH:2+251)
E.G.L.-463.318m

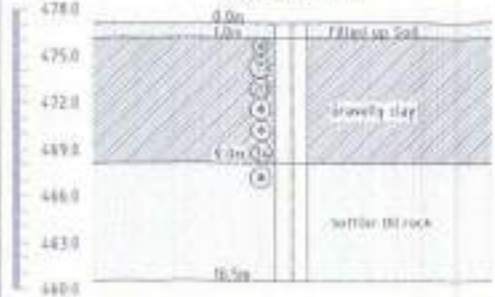
SUB SOIL PROFILE

BH-5(CH:2+576)
E.G.L.-471.006m



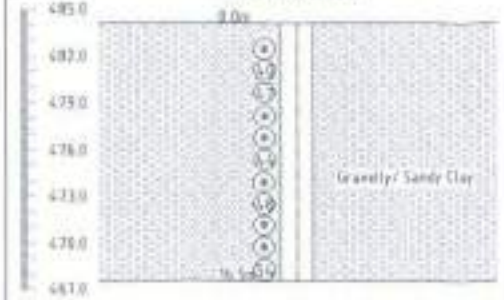
SUB SOIL PROFILE

BH-6(CH:2+926)
E.G.L.-477.316m



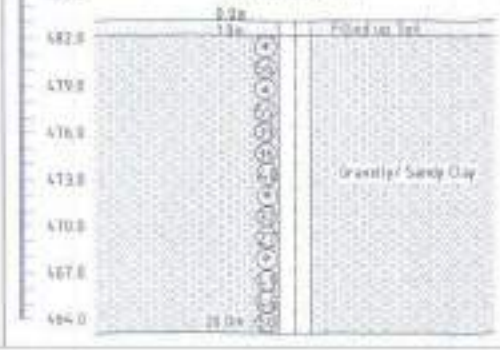
SUB SOIL PROFILE

BH-7(CH:3+276)
E.G.L.-484.098m



SUB SOIL PROFILE

BH-8(CH:3+626)
E.G.L.-483.118m

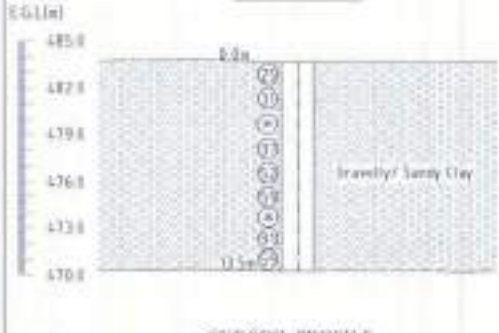


SUB SOIL PROFILE

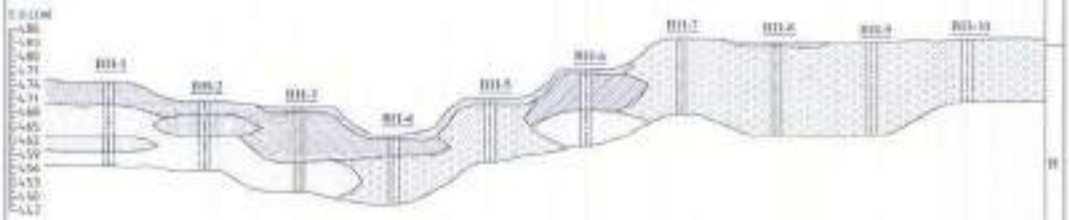
BH-9(CH:3+776)
E.G.L.-480.669m

SUB SOIL PROFILE

BH-10(CH:4+026)
E.G.L.-483.753m



SUB SOIL PROFILE



KEY PLAN OF SUB SOIL PROFILE

Notes:
1. Numbers in circles represent field S.P.T. N values
2. Star marks inside circles represent field S.P.T. N > 100

R1	November-16	3rd Submission		
R2	June-16	1st Submission		
Rev.	Date	Description	Design	Chkd

REVISIONS

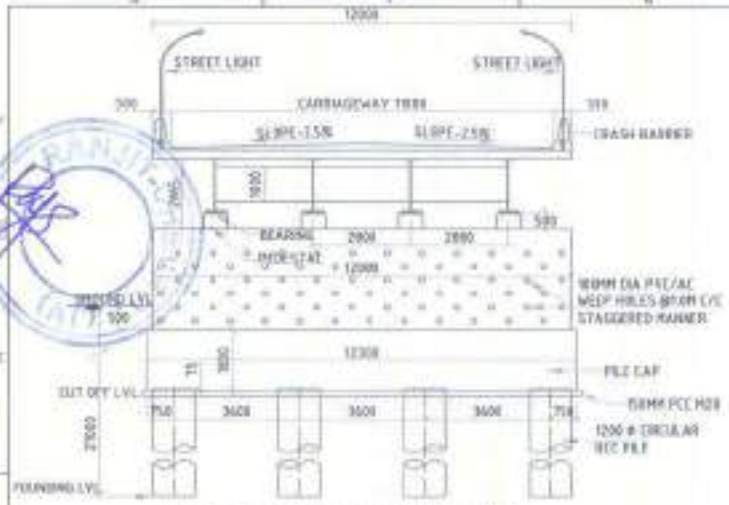
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # NI/91,PIC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554305,Landline:+91-674-2553889
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

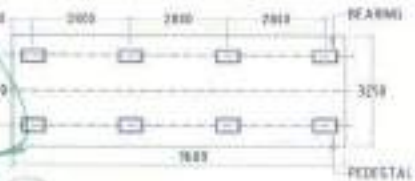
Design By: H.Das	KD-7 :Final Project Report
Drawn By: T.M.	Drawing Title:
Chkd By: A.Basu	GAD with Supporting Calculation & Other Drawings/Survey Investigation Reports
Date:Nov-2016	
Revision-R1	Drawing Scale:
Dwg No :ARK/PCD-1536/Joda-FOW/KD-7/Sheet No- 10 of 10	

Project Manager Projects-I
O.B.R.C.C. Ltd., Bhubaneswar

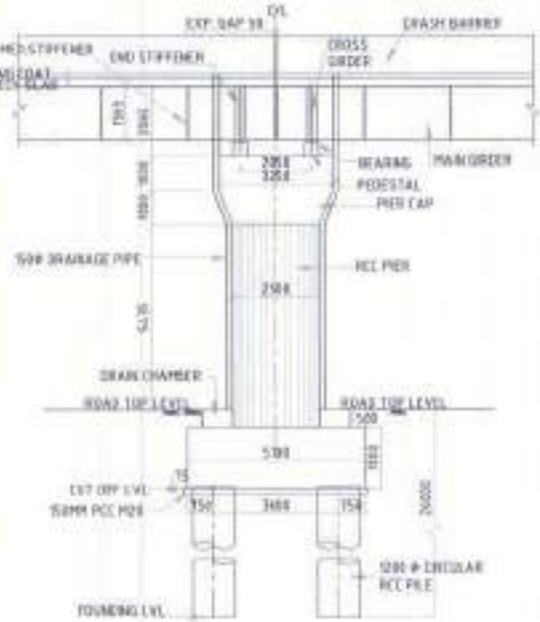


CROSS SECTION FOR ABUTMENT
SCALE-1:150

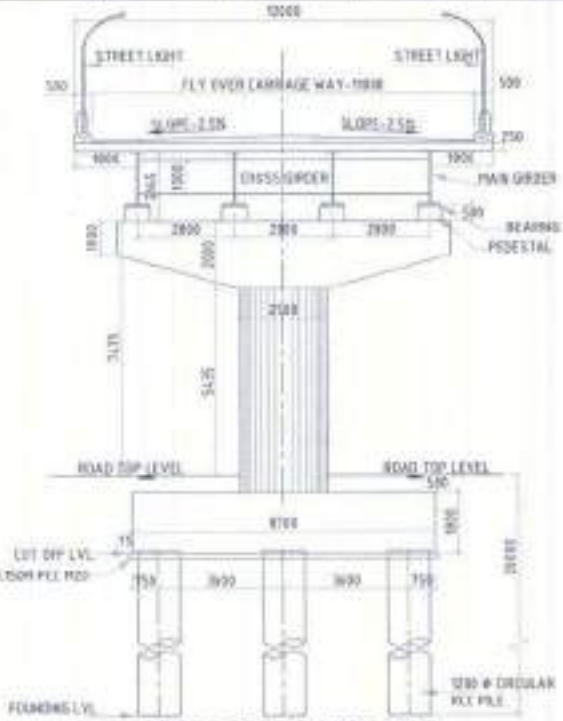
FOUNDATION PLAN OF ABUTMENT
SCALE-1:150



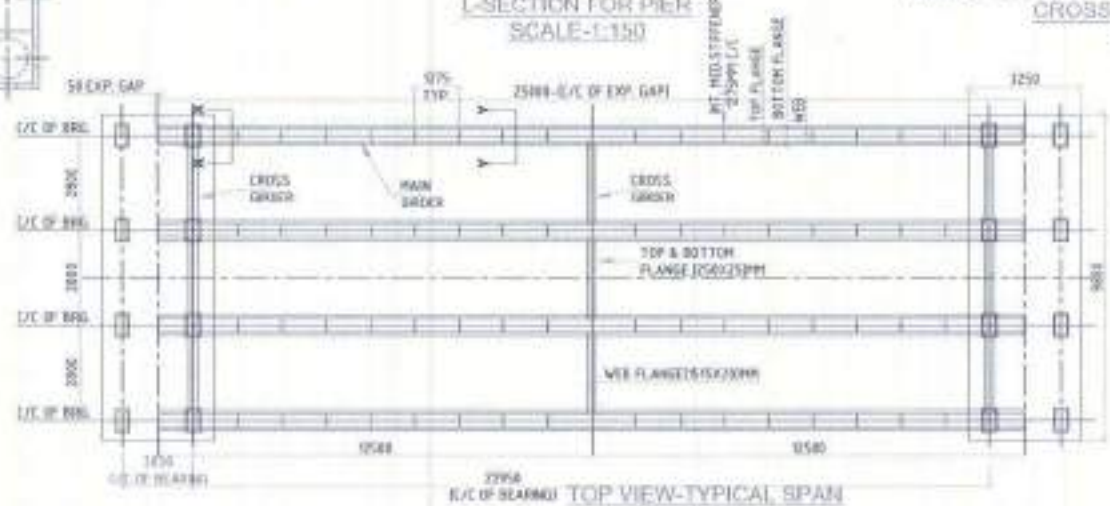
PLAN OF PIER CAP
SCALE-1:150



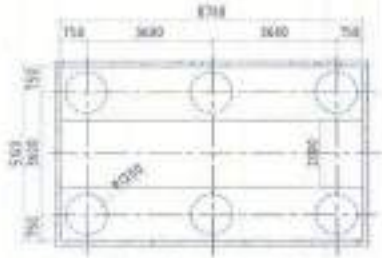
L-SECTION FOR PIER
SCALE-1:150



CROSS SECTION FOR PIER
SCALE-1:150



TOP VIEW-TYPICAL SPAN
SCALE-1:150



FOUNDATION PLAN OF PIER
SCALE-1:150

Rev	Date	Description	Design	Chkd
R1	November-10	2nd Submission		
R0	June-10	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant:
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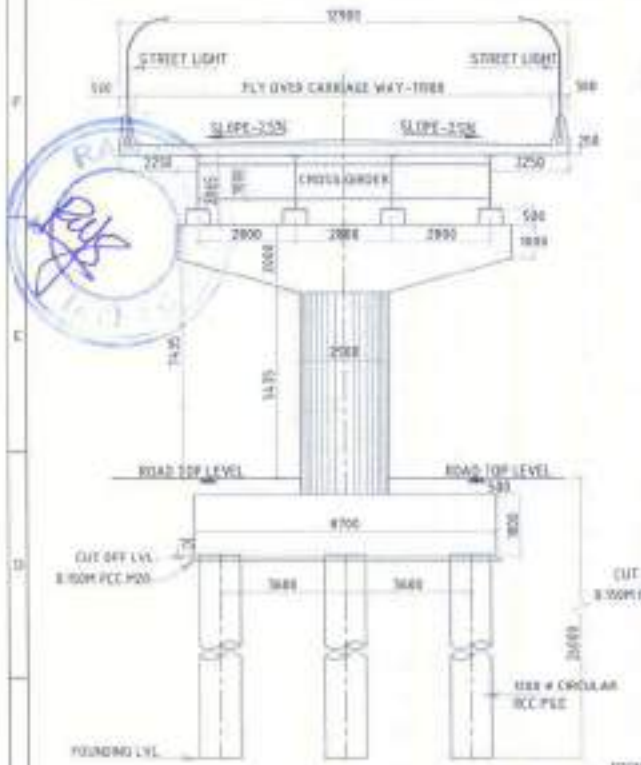
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554286,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha

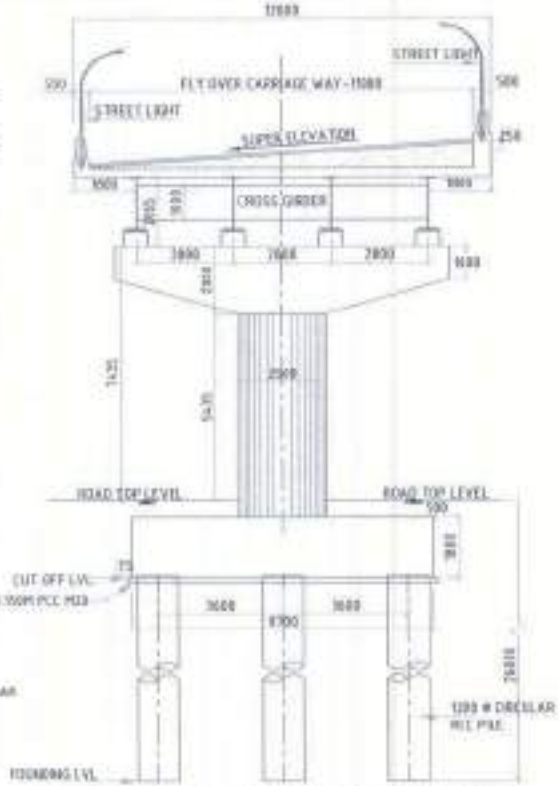
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Jodda town in the district of Keonjhar,Odisha

Design By: H Das	KD-7:Final Project Report
Drawn By: I.M	Drawing Title:
Chkd By: A Basu	GAD with Supporting Calculation & Other Drawings/Survey Investigation Reports
Date/Nov-2010	
Revision-R1	Drawing Scale: As Shown
Dwg No: ARKEPCD-1533B,Jodda-FOV,KD-7(Sheet No- 11 of 12)	

General Manager (Projects)
O.R.C.C.Ltd., Bhubaneswar



CROSS SECTION FOR PIER AT EXTRA WIDENING PORTION OF CURVE NO. (5,6,7&8)
SCALE-1:150



CROSS SECTION FOR PIER AT SUPER ELEVATION PORTION
SCALE-1:150

NOTES:-

1. ALL DIMENSIONS IN MMS AND LEVELS IN METRES.
2. THIS DRAWING IS BASED ON FOLLOWING
3. GRADE OF CONCRETE –

   DECK SLAB, PIER, PIER CAPS, PILES, PILE CAPS, RETAINING WALLS, DIRT WALL – M 35

   PCC BELOW PILE CAPS – M 20

4. BACKFILL BEHIND ABUTMENTS SHALL CONFORM TO FOLLOWING

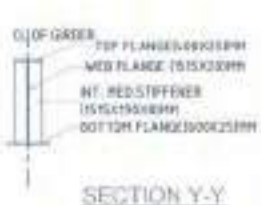
   DRY DENSITY – 18 KN/CUM

   SATURATED DENSITY – 21KN/CUM

   ANGLE OF INTERNAL FRICTION – 30 DEGREES.

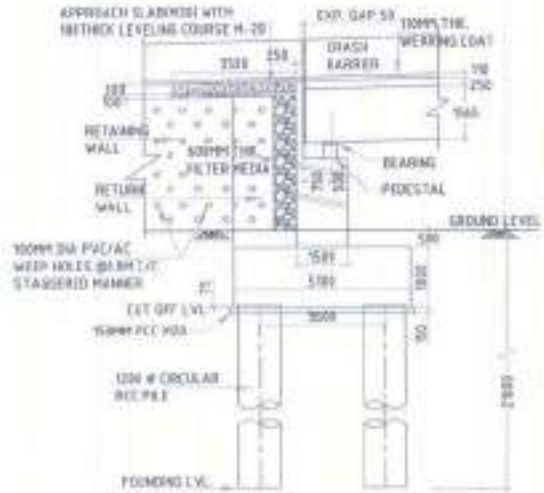
5. FILTER MEDIA – 600 MM THICK SHALL BE PROVIDED BEHIND ABUTMENT.
6. 100 MM DIAMETER PVC/AC WEEP HOLES SHALL BE PROVIDED AT 1.50 M C/C ALONG BOTH HORIZONTAL AND VERTICAL DIRECTION IN STAGGERED MANNER.
7. PCC 100 MM THICK SHALL BE LAID BELOW PILE CAPS AND RAFT FOUNDATIONS FOR RETAINING WALLS.
8. PILES SHALL BE 1200 MM DIAMETER BORED CAST IN SITU PILES CONFORMING TO IS 2911-PART 1 _ SECTION 2.
9. PILES SHALL PROJECT IN PILE CAPS BY 75 MM MINIMUM.
10. ALL CONCRETE SURFACES IN CONTACT WITH GROUND/SOIL SHALL BE COATED WITH COAL TAR EPOXY.
11. ANTICORROSION EPOXY PAINT SHALL BE APPLIED TO EXPOSED SURFACES OF CONCRETE SUCH AS PIERS AND ABUTMENTS, PIER CAPS, UNDERSIDE OF DECK SLAB.
12. STEEL GIRDERS SHALL BE COATED WITH RED OXIDE PRIMER COAT BEFORE ERECTION AT SITE AND SHALL BE COATED WITH SUITABLE ANTI CORROSIVE PAINT AFTER ERECTION.
13. 40 MM THICK MODULAR STRIPS EXPANSION JOINTS CONFORMING TO MORTH SPECIFICATIONS SHALL BE PROVIDED AT EACH PIER LOCATION.
14. 3.50 M WIDE APPROACH SLAB – 300 MM THICK SHALL BE PROVIDED BEHIND ABUTMENTS.
15. PILES SHALL BE PROVIDED WITH TEMPORARY LINER IN SOFT STRATA AS PER SITE CONDITIONS.
16. ELASTOMERIC BEARINGS CONFORMING TO IRC 83 – PART 2 SHALL BE PROVIDED UNDER EACH GIRDER.
17. WEARING COURSE – 75 MM THICK ASPHALTIC CONCRETE SHALL BE LAID ON DECK SLAB.
18. THE DIMENSIONS /LEVELS SHOWN ARE INDICATIVE ONLY AND MAY CHANGE DURING EXECUTION.

SECTION X-X
SCALE-1:75



SECTION Y-Y
SCALE-1:75

CROSS SECTION FOR RETAINING WALL SCALE-1:150



L-SECTION FOR ABUTMENT
SCALE-1:150

Rev	Date	Description	Design	Chkd
R1	November-10	2nd Submission		
R0	June-10	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant:
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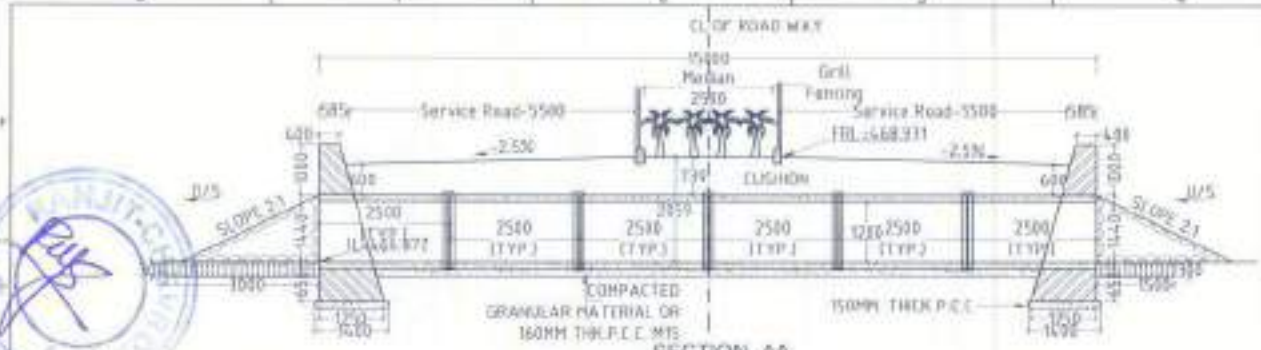
Plot # 93/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Jeda town in the district of Keonjhar,Odisha

Design By: H.Das	KD-7:Final Project Report
Drawn By: T.M.	Drawing Title:
Chkd By: A.Raju	GAD with Supporting Calculation & Other Drawings/Survey Investigation Reports
Scale Not To Scale	
Revision R1	Drawing Scale: As Shown
Dwg No: ARK/KD-0336,Jeda-FOV,KD-7/Sheet No- 12 of 12	

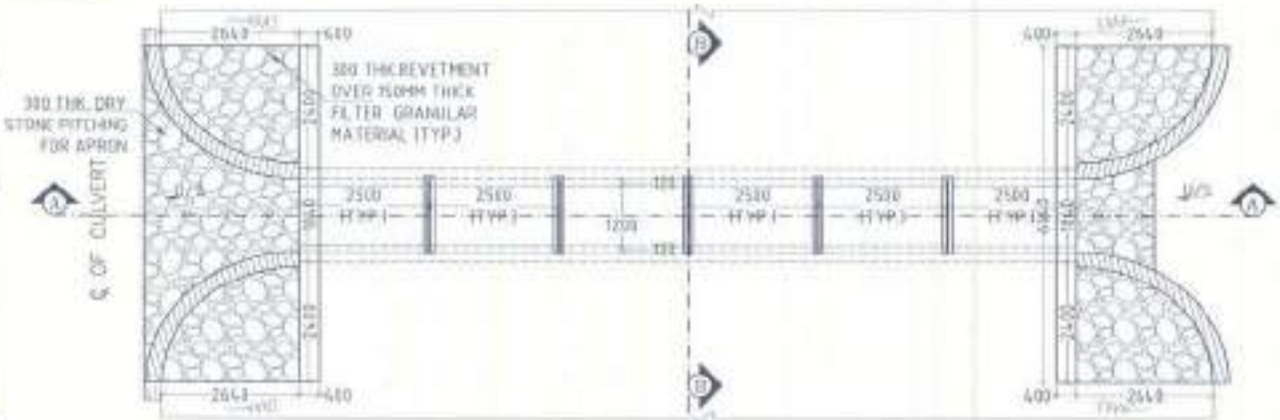
O.B.A.C.C.Ltd., Bhubaneswar
General Manager Project-I



SECTION -AA

(Scale 1:100)

KEY PLAN



PLAN

(Scale 1:100)

SECTION B-B

(Scale 1:10)

NOTES:-

1. All Dimensions are in mm unless otherwise specified.
2. All Materials used in the construction of pipe culverts shall conform to the requirements of section 1000 of MORT & H.
3. The bedding surface shall provide a firm foundations of uniform density throughout the length of the culvert shall conform to the specified level and grade.
4. The laying of pipes on the prepared foundation shall start from the outlet and proceed towards the inlet and be completed to the specified lines and grades. The pipes shall be fitted so that when laid, they form a culvert with a smooth uniform invert.
5. The pipes shall be joined by flush joint. Flush joint may be internal flush joint or external flush joint. The jointing space shall be filled with cement mortar, 1 cement to 2 sand, mixed sufficiently dry to remain in position. Care shall be taken to fill all voids and excess mortar shall be removed. while jointing the new pipe with the existing pipe, the existing pipe jointing area should be cleaned for any unwanted materials and the jointing material has to be applied after making the surface partially wet.
6. Trenches shall be backfilled immediately after the the pipes have been laid and the jointing material has hardened.
7. Leveling course - 536
8. Road wall - M15

General Manager Projects-I
D.B. & C.C. Ltd., Bhubaneshwar

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	June-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
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Plot # N3/81,IRC Village,Nayapalli,Bhubaneswar-751015
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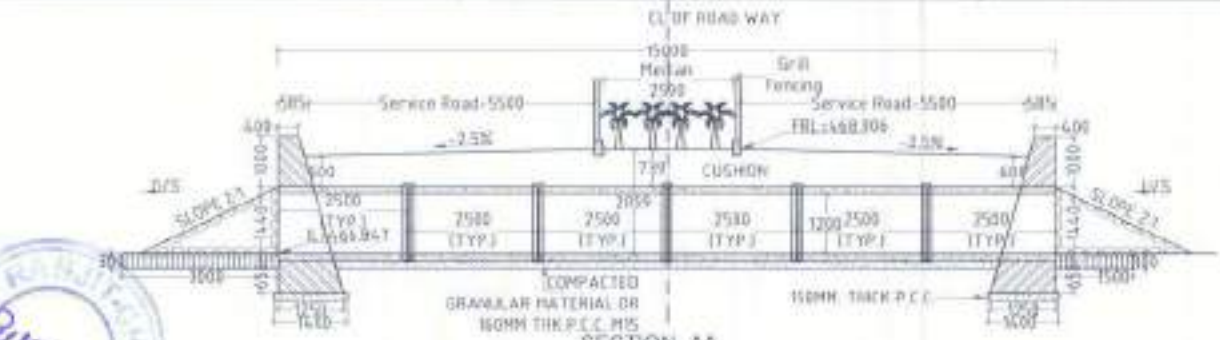
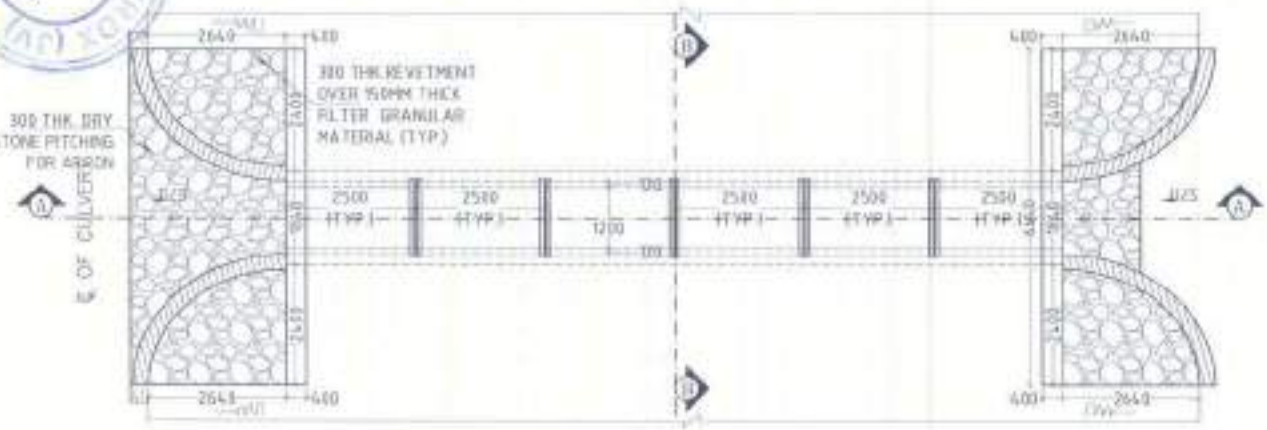
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By: H.Das	KD-7:Final Project Report
Drawn By: T.M.	Drawing Title: Reconstruction of Hume Pipe Culvert at Ch.1+730,Size-1x1.20
Chkd By: A.Basu	
Date:Nov-2016	
Revision:R1	Drawing Scale: As shown
Dwg No: ARK/KDD-1536/Joda-FOR/HP-1+730/SH-01/of 01	



SECTION -AA

(Scale 1:100)



PLAN

(Scale 1:100)

KEY PLAN

SECTION 8-8

(Scale 1:30)

NOTES:-

1. All Dimensions are in mm unless otherwise specified.
2. All Materials used in the construction of pipe culverts shall conform to the requirements of section 1000 of MORT & H.
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6. Trenches shall be backfilled immediately after the the pipes have been laid and the jointing material has hardened.
7. Leveling course - 1:6
8. Road wall - M15

Chief Manager Projects
O.B.A.C.C. Ltd., Bhubaneswar

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	June-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
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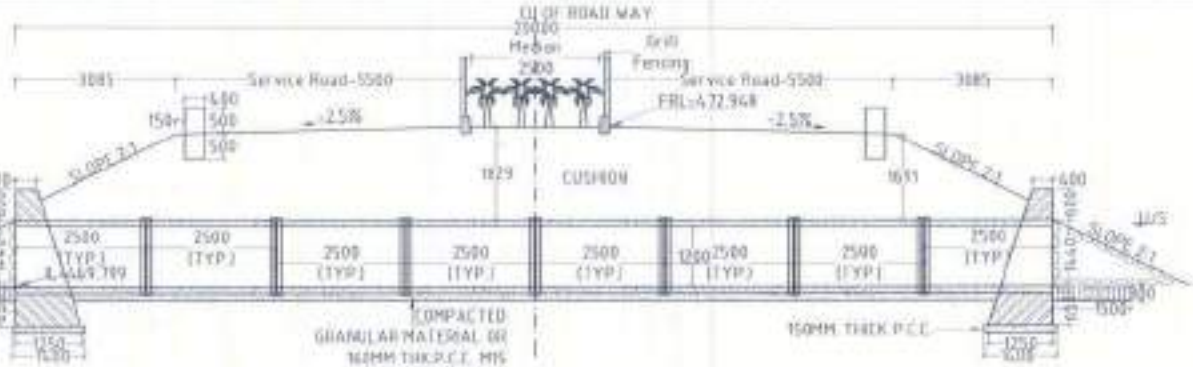
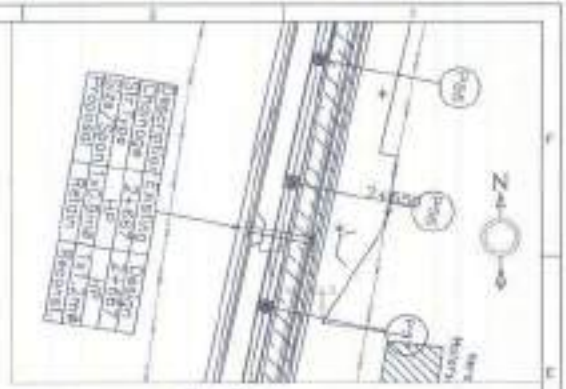
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Jada town in the district of Keonjhar,Odisha

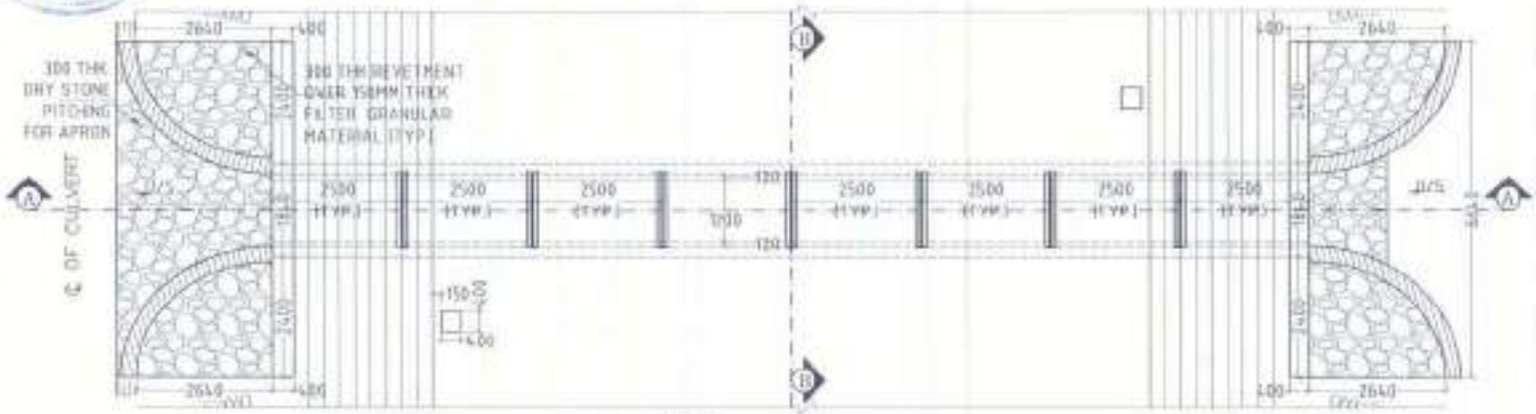
Design By: H.Das	KD-7;Final Project Report
Drawn By: T.M.	Drawing Title: Reconstruction of Hume Pipe Culvert at Ch.1+833,Size-1x1.20
Chkd By: A.Baja	
Date:Nov-2016	
Revision-R1	Drawing Scale: As shown
Dwg No: ARKI/CD-15136/Jada-F/KB/P/1+833/R4-01of 01	



SECTION -AA



KEY PLAN



PLAN

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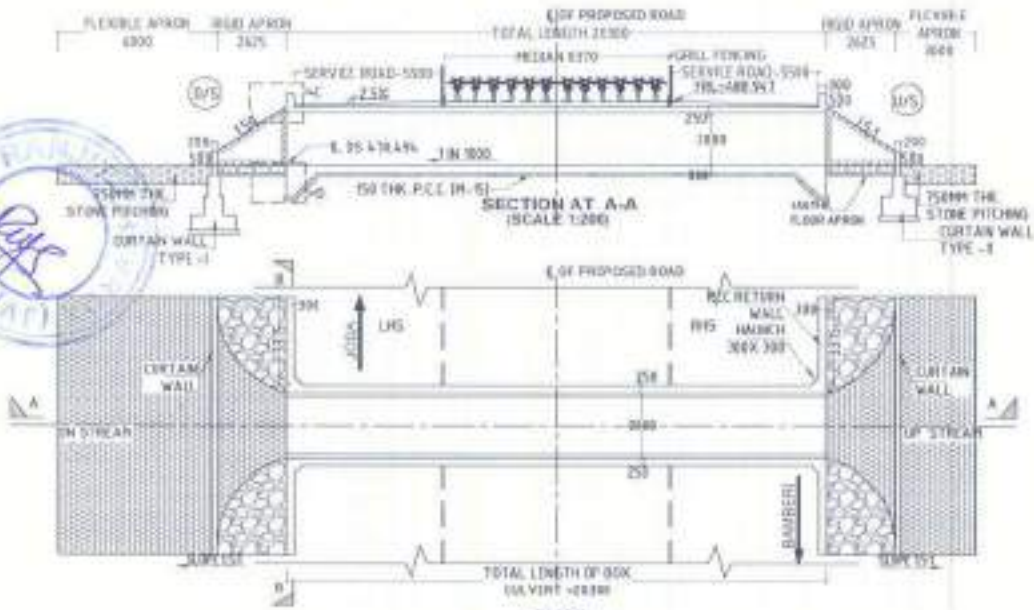
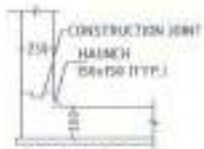
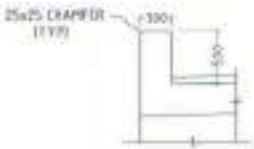
1360
1360



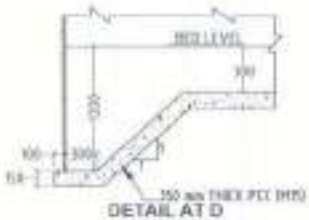
DETAIL AT A
(SCALE 1:100)



DETAIL AT B
(SCALE 1:100)



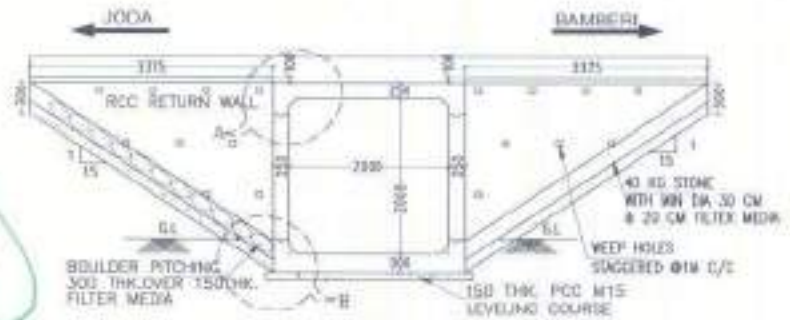
DETAIL AT C
(SCALE 1:100)



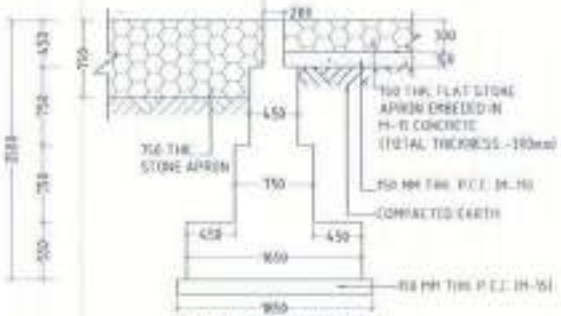
DETAIL AT D
(SCALE 1:100)

NOTES:-

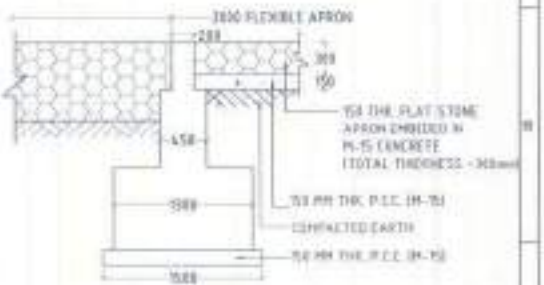
1. ALL DIMENSIONS ARE IN MILLIMETERS AND LEVELS ARE IN METERS UNLESS NOTED OTHERWISE.
2. DIMENSIONS ARE NOT TO BE SCALED. ONLY WRITTEN DIMENSIONS ARE TO BE FOLLOWED.
3. THE STRUCTURE IN MON HAS BEEN DESIGNED FOR 3 LANES OF CLASS A LOADING OR 1 LANE OF 70R LOADING PLUS ONE LANE OF CLASS A LOADING WHICHEVER IS GOVERNING.
4. DESIGN CRITERIA HAS BEEN FROM THE FOLLOWING CODES
   a) IRC: 5-2015
   b) IRC: 6-2014
   c) IRC: 112-2011
5. SPECIFICATION FOR MATERIAL AND WORKMANSHIP SHALL CONFORM TO MORTH SPECIFICATIONS FOR ROAD AND BRIDGE WORKS SUBJECT TO MODIFICATION, IF ANY LAID DOWN IN THIS VOLUME OR ELSEWHERE IN THE CONTRACT DOCUMENTS.
6. GRADE OF CONCRETE FOR DIFFERENT COMPONENTS OF STRUCTURE SHALL BE AS FOLLOWS:
   BOX STRUCTURE.....M30
   CAST IN SITU RETURN WALL.....M30
   LEVELING COURSE.....M15
7. MINIMUM CLEAR COVER TO ANY REINFORCEMENT
   (A)FOR FOUNDATION TOP AND BOTTOM SHALL BE 75mm
   (B)FOR WALL EARTH FACE SHALL BE 75mm
   (C)FOR WALL OPPOSITE TO EARTH FACE SHALL BE 50mm
   (D)FOR TOP SLAB TOP AND BOTTOM SHALL BE 40mm
8. GRADE OF STEEL SHALL BE OF DEFORMATION Fe500 CONFORMING TO IS: 1786
9. BACK FILLING BEHIND THE STRUCTURE SHALL CONSIST OF SELECTED EARTH CONFORMING TO APPENDIX B OF IRC 78-2014 HAVING PROPERTIES ϕ = 30°, C=0, γ = 2.0t/cum.
10. SOFT AND LOOSE PATCHES IN THE BEARING AREA SHALL BE REPLACED BY COMPACTED GRANULAR FILLS WITH LAYERS NOT EXCEEDING 300.
11. BACK FILLING BEHIND THE WALLS SHALL BE SIMULTANEOUSLY ON OTHER SIDE OF THE STRUCTURE.
12. BACKFILLING SHALL BE DONE ONLY AFTER THE TOP SLAB IS CONCRETED AND CURED FOR 7 DAYS.
13. ALL THE LEVELS AND GRADIENTS AT THE STRUCTURE LOCATION SHALL BE VERIFIED BEFORE EXCAVATION WORK. IF ANY DISCREPANCY IS FOUND IN THE LEVELS MENTIONED, THE SAME SHALL BE INTIMATED TO THE DESIGN CONSULTANT FOR VERIFICATION.
14. ENSURE INVERT LEVEL AND FLOW DIRECTION ON SITE BEFORE EXECUTION. IF ANY DISCREPANCY FOUND IMMEDIATELY BROUGHT INTO THE NOTICE OF DESIGN ENGINEER FOR NECESSARY MODIFICATION IN THE DESIGN.
15. THE STRUCTURE HAS BEEN DESIGNED FOR SBC OF 10T/SQM AND THE SAME SHALL BE VERIFIED BEFORE EXECUTION.
17. APRON PROTECTION WORK ON U/S, D/S IS RESTRICTED TO WITHIN THE ROW
18.CHAMFER TO BE PROVIDE AT ALL SHARP EDGES OF THE STRUCTURE.



SECTION AT B-B
(SCALE 1:100)



CURTAIN WALL TYPE-I
(SCALE 1:100)



CURTAIN WALL TYPE-II
(SCALE 1:100)

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	June-16	1st Submission		

REVISIONS

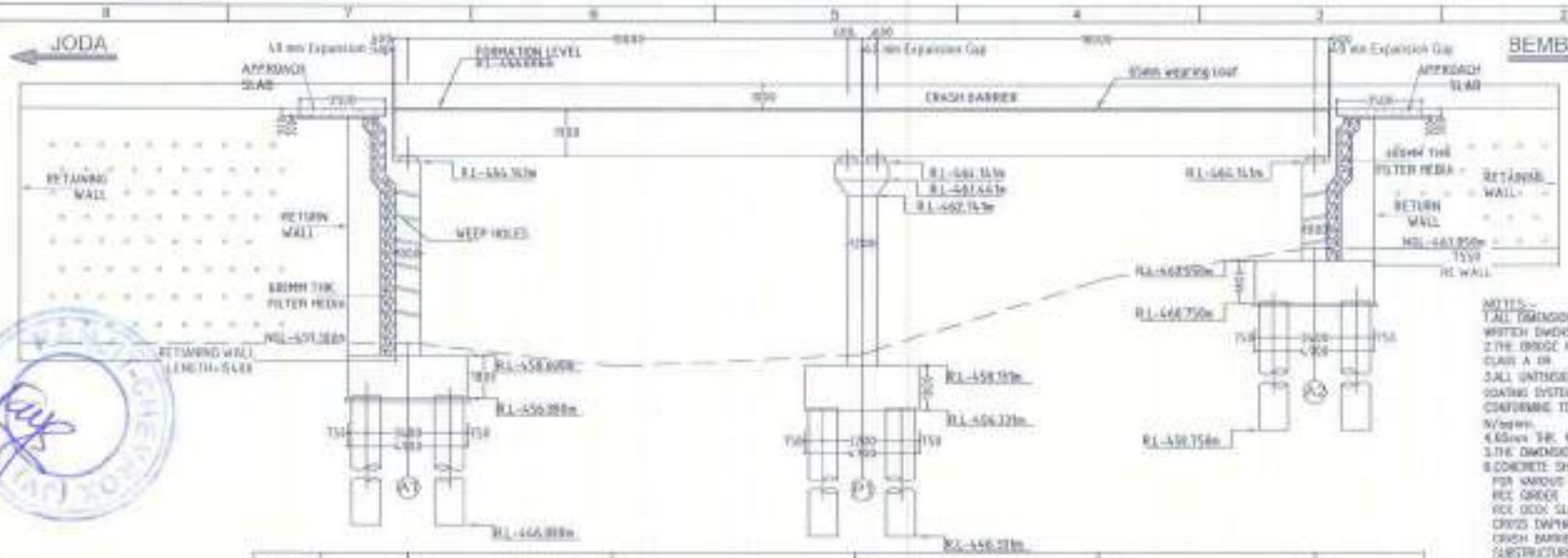
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/81,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554285,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By: H Das	KD-7:Final Project Report
Drawn By: T.M	Drawing Title:
Chkd By: A Rath	Reconstruction of Box Culvert
Date:Nov-2016	at Ch.3+690,Size-1 x 2.0 x 2.0m
Revision:R1	Drawing Scale: As shown
Dwg No :ARK/DD-15/33/Joda-FDW/BC/3+690/SH-6 1of 01	

Project Manager (Projects)
O.B. & C.C. Ltd., Bhubaneshwar



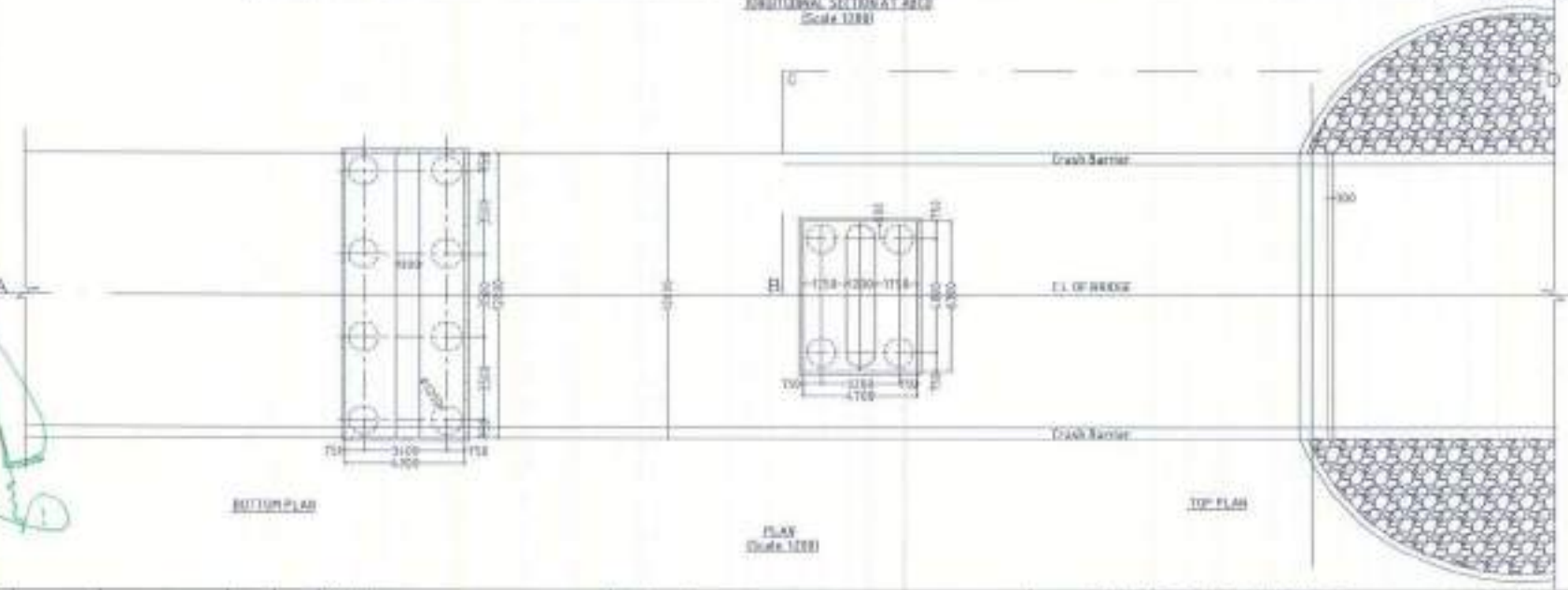
DISTANCE	-18.300	-10.000	-0.000	+10.000	+18.300
EXIST.LVL	459.900	459.895	458.071	448.585	443.858

LONGITUDINAL SECTION AT ABCD
(Scale 1:200)

NOTES:-
1.ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE MENTIONED.ONLY WRITTEN DIMENSIONS ARE TO BE FOLLOWED.NO DRAWING SHALL BE SCALED.
2.THE BRIDGE HAS BEEN DESIGNED FOR SINGLE LANE OF IRC CLASS 70R + CLASS A OR THREE LANES OF IRC CLASS A LOADING WHICHEVER GOVERNS.
3.ALL UNTENSIONED REINFORCEMENT(COATED WITH CEMENT POLYMER COMPOSITE COATING SYSTEM) SHALL BE GRADE TMT BARS OF DESIGNATION S-500 CONFORMING TO IS-1786 STANDARD WITH A MINIMUM YIELD STRENGTH OF 500 N/mm².
4.65mm THK WEARING COURSE SHALL BE PROVIDED.
5.THE DIMENSIONS AND THE LEVELS SHOWN IN THE DRAWING ARE TENTATIVE.
6.CONCRETE SHALL BE DESIGN MIX AND 28 DAYS CHARACTERISTICS STRENGTH FOR VARIOUS COMPONENTS SHALL BE AS UNDER:

PCC GIRDER	M40
PCC DECK SLAB	M40
CROSS DIAPHRAGM	M40
CRASH BARRIER	M35
SUBSTRUCTURE	M35
FOUNDATION	M35
APPROACH SLAB	M30
PCC LEVELING COURSE	M15

7.CLEAR COVER TO OUTERMOST STEEL SHALL BE 75mm FOR EARTHEN FACE & 50mm FOR WATER FACE.



PLAN
(Scale 1:200)

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	June-16	1st Submission		

REVISIONS

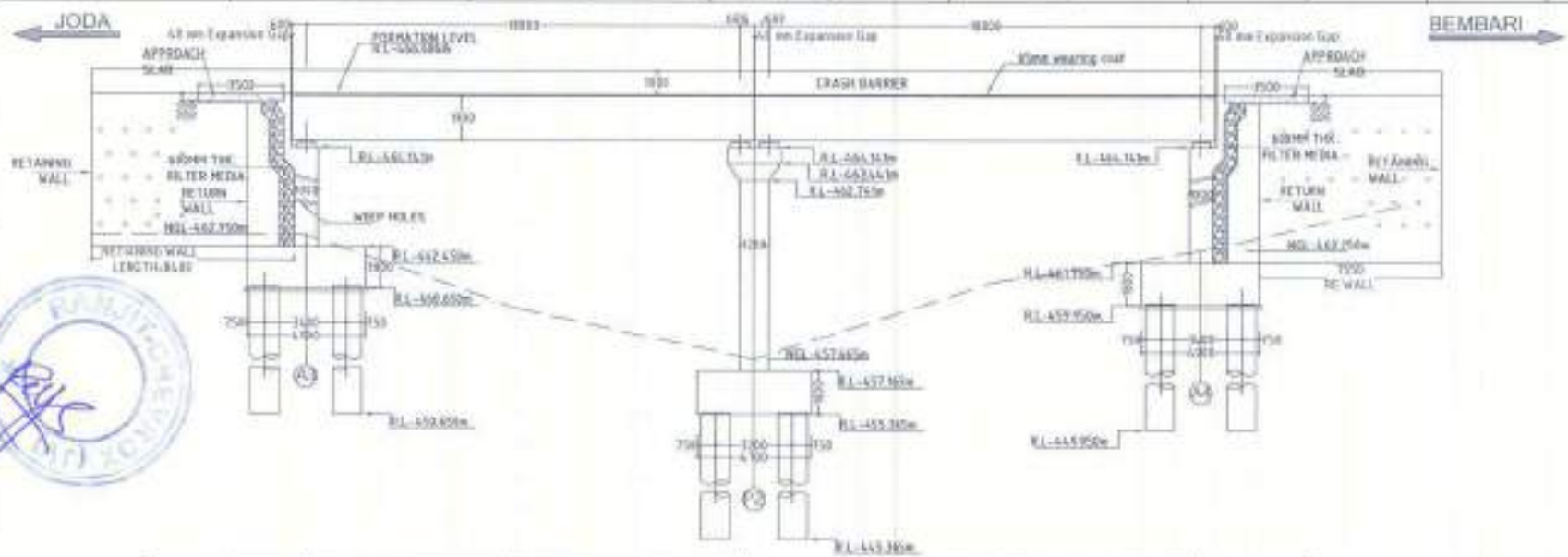
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant:
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # NO191,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553889
email:business@arkitechno.com,Web:www.arkitechno.com

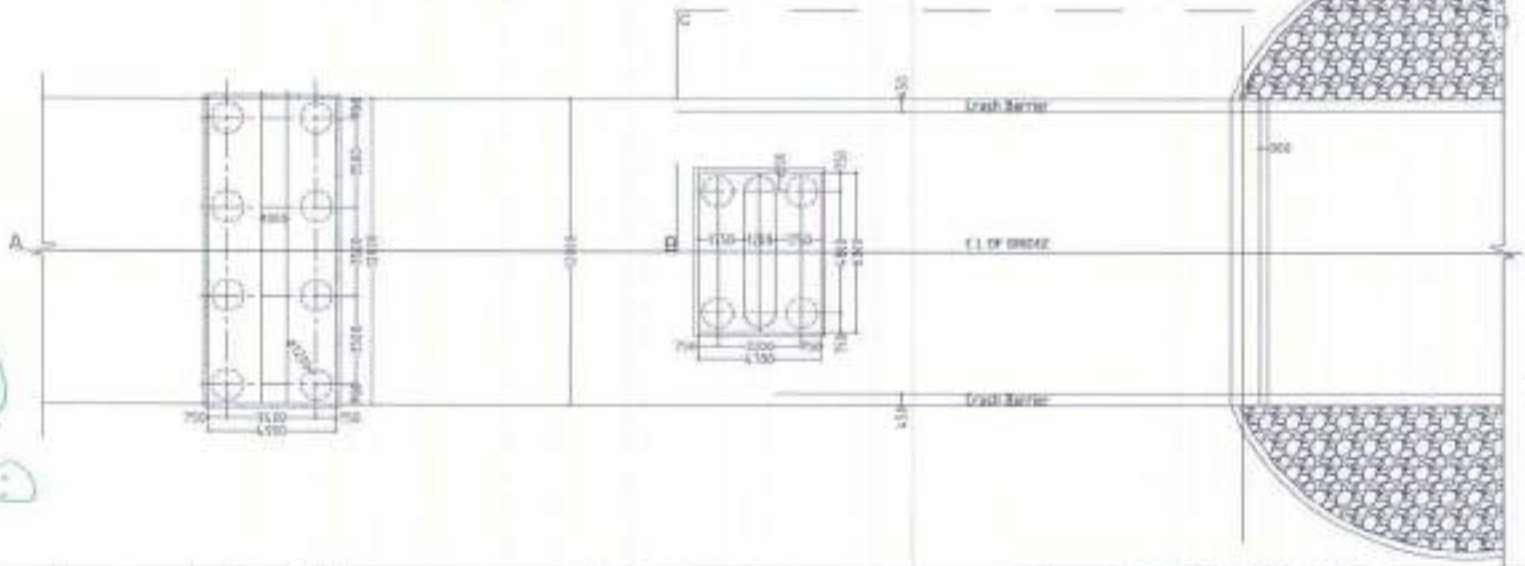
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By: H Das
Draw By: T M
Chkd By: A Bose
Date/Sign:
Revision-R1
KD-7.Final Project Report
Drawing Title:
GAD of Reconstruction of Minor Bridge at up stream side Ch.2+281,Size-2X18.0m
Drawing Scale:
Dwg No :ARW/DB-15330/Joda-FOV/MNB/2+281/Sh-1of 4

General Manager Project



DISTANCE	-18.188	-10.188	-0.188	+10.200	+18.300
EXIST.LVL	462.950	459.679	457.665	460.909	462.250



NOTES:-
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2.THE BRIDGE HAS BEEN DESIGNED FOR SINGLE LANE OF IRC CLASS 70R + CLASS A OR THREE LANES OF IRC CLASS A LOADING WHICHEVER GOVERNS.
3.ALL UNCOVERED REINFORCEMENTCOATED WITH CEMENT POLYMER COMPOSITE COATING SYSTEM SHALL BE GRADE IMT BARS OF DESIGNATION S-500 CONFORMING TO IS-1786 STANDARD WITH A MINIMUM YIELD STRENGTH OF 500 N/sqmm.
4.50mm THK WEARING COURSE SHALL BE PROVIDED.
5.THE DIMENSIONS AND THE LEVELS SHOWN IN THE DRAWING ARE TENTATIVE.
6.CONCRETE SHALL BE DESIGN MIX AND 28 DAYS CHARACTERISTICS STRENGTH FOR VARIOUS COMPONENTS SHALL BE AS UNDER:

RCC CRUSH	M40
RCC DECK SLAB	M40
CROSS DIAPHRAGM	M40
CRASH BARRIER	M35
SUBSTRUCTURE	M30
FOUNDATION	M25
APPROACH SLAB	M30
PCC LEVELING COURSE	M15

7.CLEAR COVER TO OUTERMOST STEEL SHALL BE 75mm FOR EARTHEN FACE & 50mm FOR INNERFACE.

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	June-16	1st Submission		

REVISING

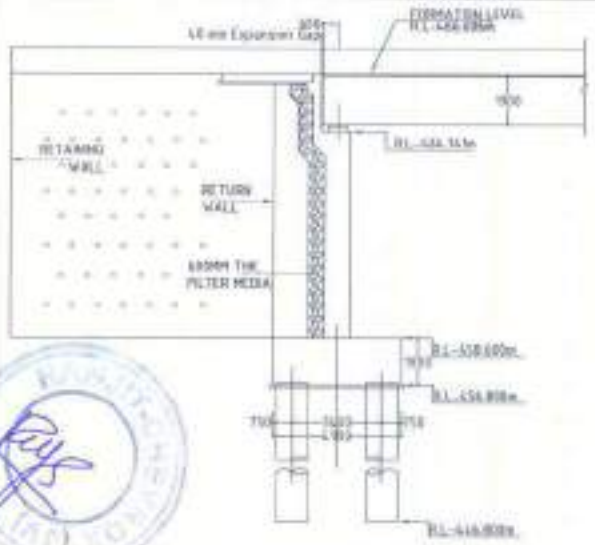
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant:
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # NO/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

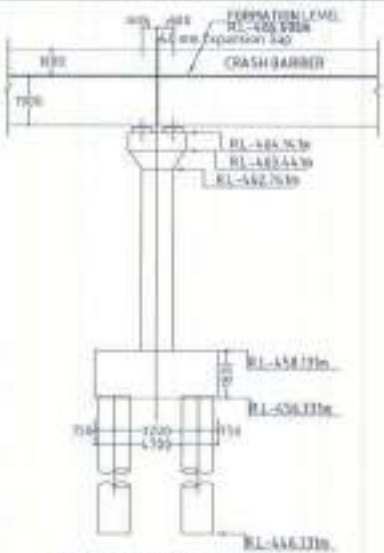
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By: H Das	KD-7:Final Project Report
Drawn By: T.M.	Drawing Title:
Chkd By: A.Barik	GAD of Reconstruction of Minor Bridge at down stream side Ch.2+281,Size-2X18.8m
Date No-2016	
Revision-R1	Drawing Scale
Dwg No:ARK/CO-15036/Joda-FOV-MNB/2+281.8h-2of 4	

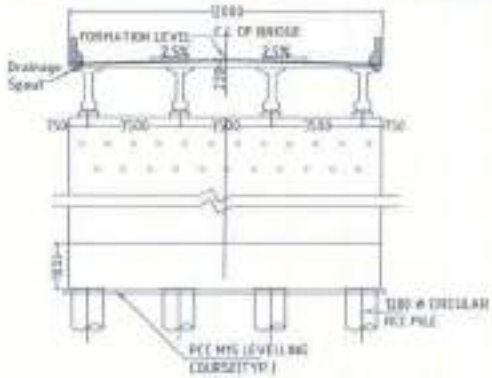
Contract Manager Projects
CEE & CCIT Bhubaneswar



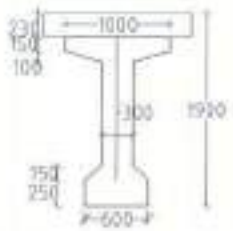
SECTIONAL ELEVATION OF ABUTMENT A1



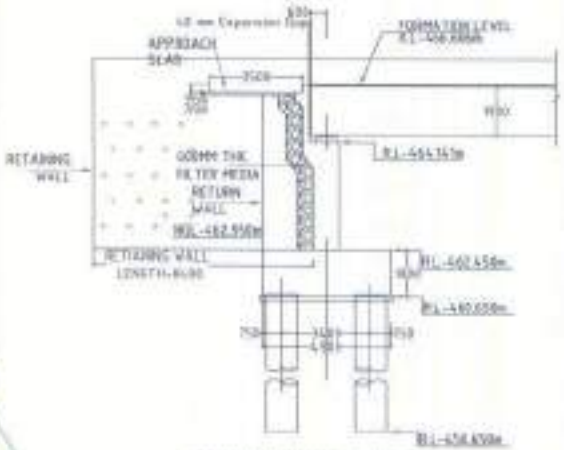
SECTIONAL ELEVATION OF PIER P1



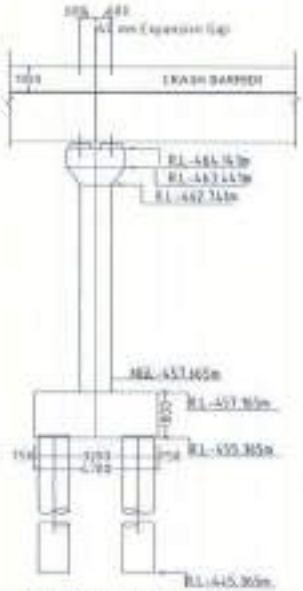
CROSS SECTION AT ABUTMENT LOCATION



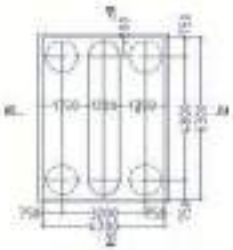
CROSS SECTION OF PRECAST RCC GIRDER



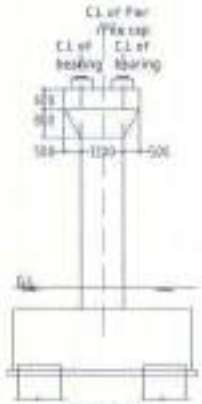
SECTIONAL ELEVATION OF ABUTMENT A2



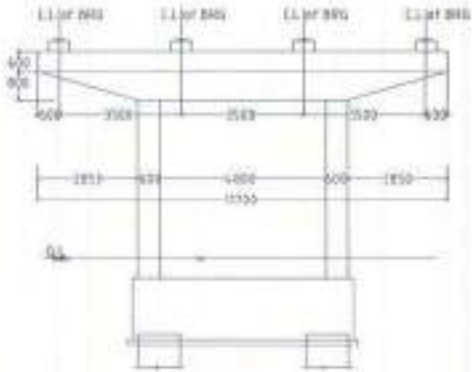
SECTIONAL ELEVATION OF PIER P2



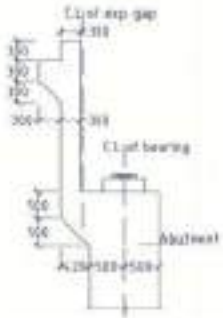
FOUNDATION PLAN OF PIER



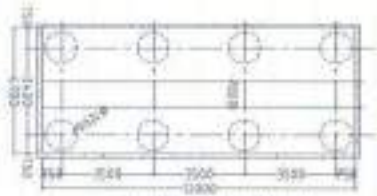
SECTION X-X



SECTION Y-Y



DIMENSION DETAILS OF ABUTMENT CAP



FOUNDATION PLAN OF ABUTMENT

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	June-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant:
ARKITECHNO Consultants (India) Pvt.Ltd.
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553889
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha

Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By: H.Das	KD-7:Final Project Report
Drawn By: T.M	Drawing Title: Sectional Elevations & Plans of Abutment & Pier of Reconstruction of Minor Bridge at Ch.2+281.5to-2818.3m
Chkd By: A.Basak	
Date:Nov-2016	
Revision:R1	Drawing Scale:
Dwg No :AB93/DO-15300/Joda-FOR/MMB/2+281.5h-3of 4	

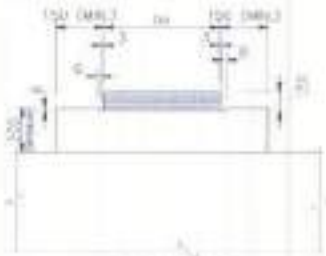
Signature of Project Manager

DETAIL-X

(SCALE 1:5)

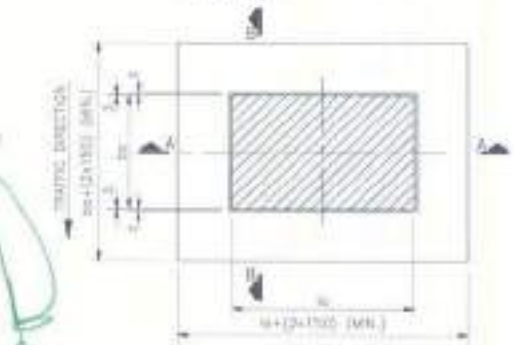
SECTION A-A

(SCALE 1:10)



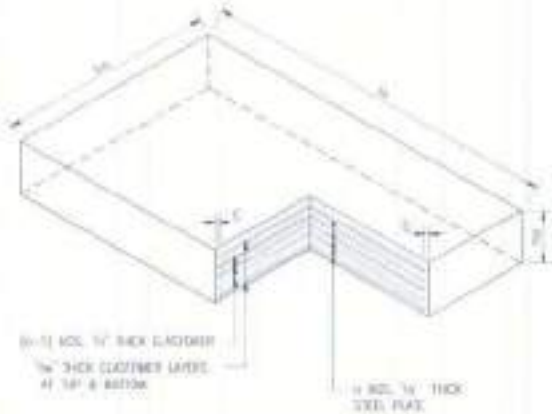
SECTION B-B

(SCALE 1:10)



PLAN

(SCALE 1:10)



ISOMETRIC VIEW OF ELASTOMERIC BEARING

(SCALE 1:5)

TABLE FOR DIMENSION DETAILS OF ELASTOMERIC BEARINGS

SL. NO.	TYPE OF SUPERSTRUCTURE	SPAN ARRANGEMENT	(W)	(B)	(C)	(H)	(Hs)	(Ds)	(Ws)	(Hs)
1.	PRECAST RCC T-BEAM	20.0M	400	350	8	12	5	4	11	90

NOTES:

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE MENTIONED.
2. CARE SHALL BE TAKEN IN PACKING, TRANSPORTATION, STORAGE AND HANDLING TO AVOID ANY MECHANICAL DAMAGE, CONTAMINATION WITH OIL, GREASE AND DIRT, UNDUE EXPOSURE TO SUNLIGHT AND WEATHER.
3. BEARINGS SHALL BE HANDLED CAREFULLY. THESE SHALL BE PROTECTED FROM DIRECT SUN LIGHT AND EXTREME COLD. THESE SHALL BE STORED READY UNDER COVER TILL INSTALLATION.
4. BEARINGS SHALL BE PROCURED DIRECT FROM PREQUALIFIED MANUFACTURERS.
5. THE BEARINGS SHALL BE PLACED IN A PEDESTAL AS SHOWN IN THE DRAWING.
6. ELASTOMERIC BEARING TOLERANCE & OTHER DETAILS SHALL CONFORM TO IRC:83 (PART-II) 1987.
7. LAMINATES OF MILD STEEL CONFORMING TO IS:226 SHALL BE USED.
8. SHEAR MODULUS OF THE ELASTOMERIC BEARING SHALL BE MINIMUM 1.2 MPa. ALL OTHER PROPERTIES SHALL BE AS PER CLAUSE NO.510.3 OF IRC:83 (PART-II) 1987.
9. THE INSTALLATION OF BEARING SHALL CONFORM TO CLAUSE NO. 505 OF IRC:83 (PART-II) 1987.
10. FOR TESTING OF ELASTOMERIC BEARINGS ACCEPTANCE TESTING LEVEL 1 SHALL BE USED AS PER CLAUSE NO. 804 OF IRC:83 (PART-II) 1987.
11. CONCRETE GRADE FOR PEDESTAL SHALL BE M40.
12. FOR POSITIONS OF THE BEARINGS & SIZES OF PEDESTALS REFER RESPECTIVE LATEST SUBSTRUCTURE DETAILS DRAWINGS.

Rev.	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	June-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # KI/81,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha.Fax:+91-674-2554205 Landline:+91-674-2553989
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By: H Das	KD-7:Final Project Report
Drawn By: T M	Drawing Title:
Chkd By: A Basu	Bearing & Pedestal details of Reconstruction of Minor Bridge at Ch.2+281.52to2+319.0m
Date:Nov-2016	
Revision-R1	Drawing Scale:
Dwg No: ARK/KD-7/DR/Joda-FOV/MMB/2+281.52-dwf-4	

Garish Manager Projects
O.B. & C.C. Ltd. Bhubaneswar

Government of Odisha
Works Department
Executive Engineer (R&B) Division,Keonjhar

Name of the Project: Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) Near Joda Town in the District of Keonjhar,Odisha

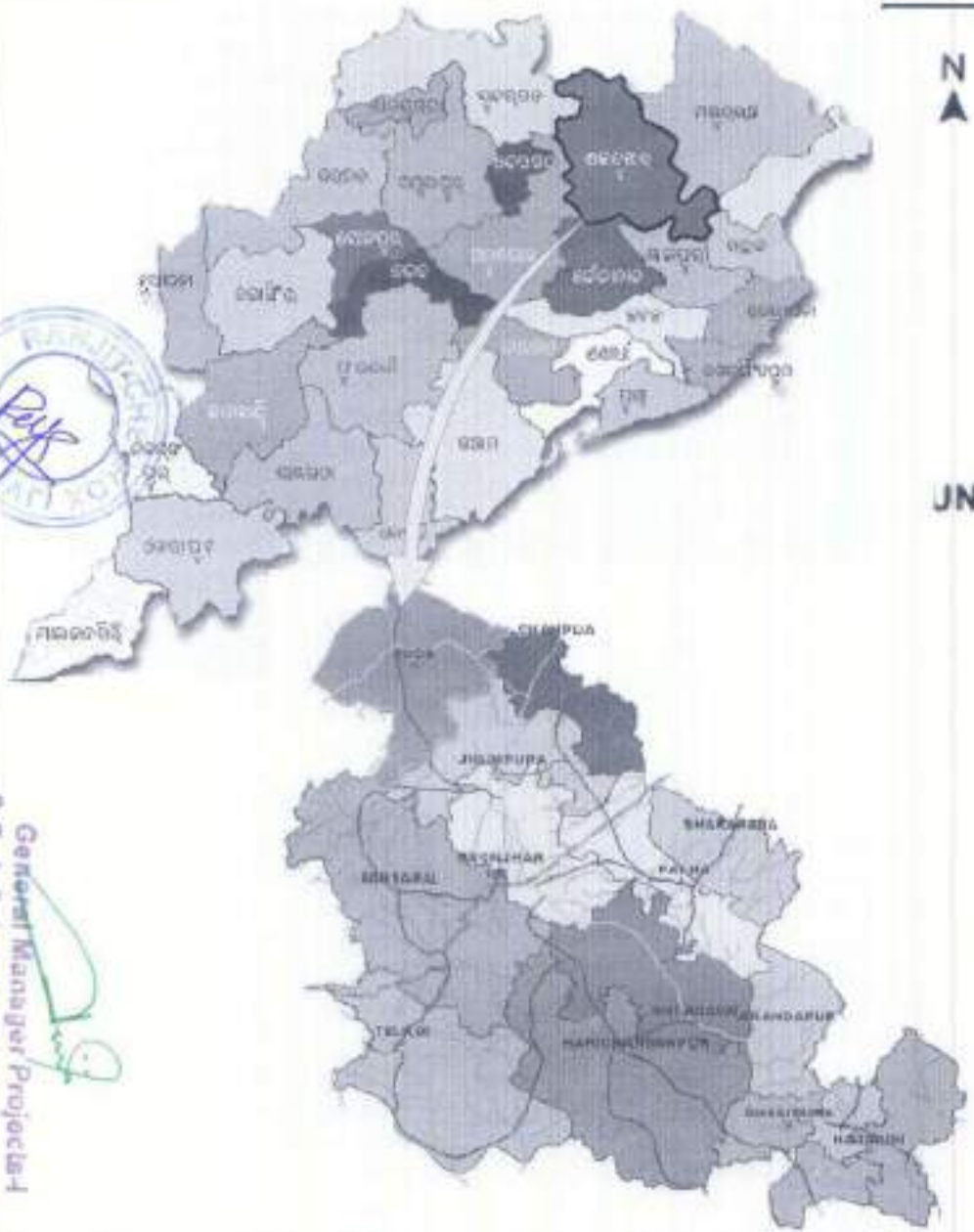
VOLUME-II
KD-7:Final Project Report
Alignment Plan & Profile
From KM 0.000 to KM 4.875

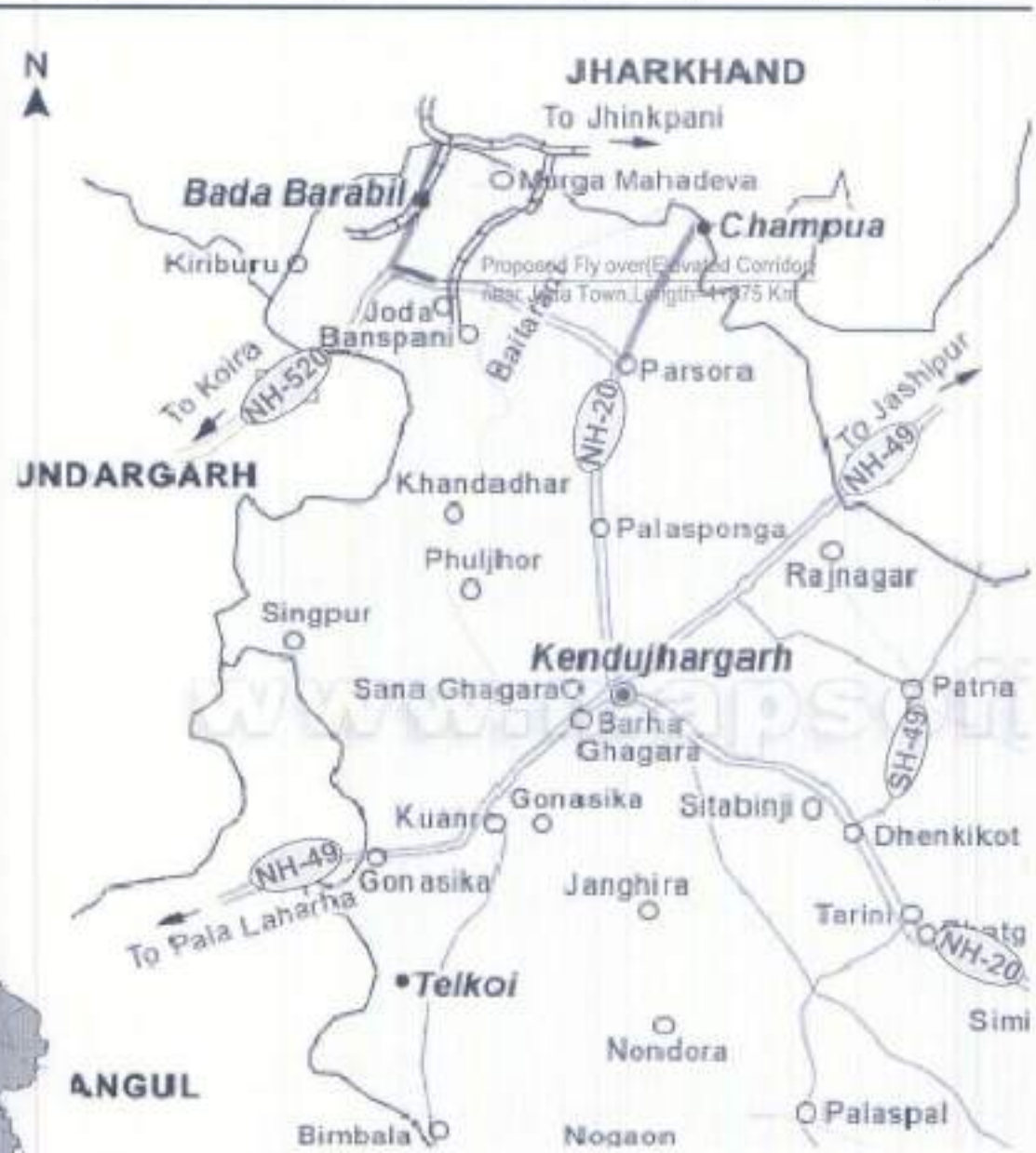
November-2016

ARKITECHNO
Arkitechno Consultants(I) Pvt.Ltd.
N3/91, I.R.C Village, Near Maharishi Public School,
Nayapalli, Bhubaneswar- 751015,Odisha
Telephone :+91 674 2554 205; Fax:+91 674 2553689
email:business@arkitechno.com|www.arkitechno.com

General Manager Projects
O.B. & C.C. Ltd. Bhubaneswar

0335





General Manager Projects
C.E.S.C. Ltd., Bhubaneswar

Rev	Date	Description	Design	Chkd
	02 November-16	1st Submission		

Notes:
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ARKITECHNO Consultants (India) Pvt.Ltd
Plot # NG/91,IRC Village,Nayapalli,Bhubaneswar-751015
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WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Drawing Title:	KD-7:Final Project Report
	LOCATION MAP OF PROPOSED FLY OVER NEAR JODA TOWN
Drawing Scale	N.T.S

00	November-15	1st Submission		
Rev	Date	Description	Design	Chkd

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
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WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:OKS	KD-7:Final Project Report
Drawn By:NHD	Drawing Title:
Chkd By:PCS	INDEX MAP
Date:Nov.2015	
Revision:00	Drawing Scale: 1:25,000
Dwg No:ARK/BDD-R336/Joda-FOV-M	Sheet No:01 of 01

Project Manager

D.B.& C.C. Ltd., Bhubaneswar

Sl.No.	Ex.Chainage (Km)		ERDW from Ex. Centre line of the Project Road (m)		Total width of R/w. ROW (m)
	From	To	LHS	RHS	LHS+RHS
1	0+000	0+050	24.0	12.00	36.00
2	0+050	0+100	35.0	22.00	57.00
3	0+100	0+150	30.0	8.30	70.30
4	0+150	0+174	16.30	7.00	23.30
5	0+174	0+196	16.70	29.30	46.00
6	0+196	0+200	0.0	23.50	23.00
7	0+200	0+229	6.40	22.40	28.80
8	0+229	0+250	22.30	21.00	43.30
9	0+250	0+275	21.60	22.00	43.60
10	0+275	0+300	22.50	22.50	45.00
11	0+300	0+305	21.30	15.00	36.30
12	0+305	0+320	23.60	8.50	34.10
13	0+320	0+330	23.00	9.00	36.00
14	0+330	0+350	20.30	6.00	31.30
15	0+350	0+361	26.20	8.50	34.70
16	0+361	0+380	21.20	7.20	31.40
17	0+380	0+400	21.40	12.70	34.10
18	0+400	0+420	22.90	13.10	36.00
19	0+420	0+440	12.90	21.60	34.50
20	0+440	0+460	14.40	21.60	36.00
21	0+460	0+470	11.50	21.30	32.80
22	0+470	0+480	16.30	14.70	31.00
23	0+480	0+500	16.30	15.70	32.00
24	0+500	0+600	12.20	16.00	28.00
25	0+600	0+700	10.30	18.40	28.70
26	0+700	0+750	9.60	28.30	38.00
27	0+750	0+800	12.90	22.40	35.30
28	0+800	0+850	15.00	22.1	37.10
29	0+850	0+900	15.20	20.20	35.70
30	0+900	0+950	22.20	16.70	38.90
31	0+950	0+950	22.80	12.70	35.00
32	0+950	0+980	19.10	18.30	37.40
33	0+980	1+000	12.70	21.30	34.00
34	1+000	1+020	14.70	21.10	35.80
35	1+020	1+040	13.90	26.20	40.00
36	1+040	1+070	14.10	26.10	40.20
37	1+070	1+100	9.80	31.90	41.70
38	1+100	1+150	22.50	12.90	35.40
39	1+150	1+200	22.00	9.00	31.70
40	1+200	1+250	25.00	8.00	34.00
41	1+250	1+300	24.50	11.50	36.00
42	1+300	1+330	21.00	10.00	31.00
43	1+330	1+350	30.00	4.00	34.00
44	1+350	1+400	16.20	11.70	27.90
45	1+400	1+410	15.50	20.25	35.75
46	1+410	1+430	13.90	18.20	32.10
47	1+430	1+450	16.00	12.50	28.50
48	1+450	1+490	21.00	11.00	32.00
49	1+490	1+510	15.60	13.60	29.80
50	1+510	1+540	11.20	13.60	24.70

Sl.No.	Ex.Chainage (Km)		ERDW from Ex. Centre line of the Project Road (m)		Total width of R/w. ROW (m)
	From	To	LHS	RHS	LHS+RHS
51	1+540	1+600	8.50	15.40	23.90
52	1+600	1+650	11.70	15.20	26.90
53	1+650	1+680	15.50	11.40	26.90
54	1+680	1+700	16.30	12.70	27.10
55	1+700	1+750	13.70	11.30	24.90
56	1+750	1+770	12.00	8.00	21.00
57	1+770	1+780	11.00	6.70	18.10
58	1+780	1+800	10.90	14.00	25.00
59	1+800	1+820	10.50	15.00	25.50
60	1+820	1+850	10.30	8.00	18.00
61	1+850	1+870	10.20	7.00	18.10
62	1+870	1+900	12.10	11.10	23.20
63	1+900	1+920	13.60	10.10	23.70
64	1+920	1+940	14.60	10.00	24.50
65	1+940	2+000	10.20	7.90	18.10
66	2+000	2+100	12.10	8.20	20.00
67	2+100	2+120	9.20	10.40	19.60
68	2+120	2+150	8.90	8.60	17.50
69	2+150	2+200	11.20	8.80	20.00
70	2+200	2+220	11.80	9.10	20.90
71	2+220	2+250	10.60	8.80	19.40
72	2+250	2+280	13.00	17.10	30.10
73	2+280	2+300	16.50	17.80	34.30
74	2+300	2+330	13.40	19.20	32.60
75	2+330	2+350	11.00	23.70	34.70
76	2+350	2+380	12.60	26.70	38.30
77	2+380	2+400	9.00	30.60	39.60
78	2+400	2+420	9.20	31.70	40.90
79	2+420	2+450	9.30	31.00	40.30
80	2+450	2+520	11.70	29.60	41.30
81	2+450	2+600	14.00	28.00	42.00
82	2+600	2+630	14.30	27.80	42.10
83	2+630	2+700	15.30	24.80	40.10
84	2+700	2+750	16.00	23.60	39.60
85	2+750	2+780	11.00	23.80	34.80
86	2+780	2+800	8.60	22.9	31.50
87	2+800	2+850	7.30	19.70	27.00
88	2+850	2+870	8.00	19.50	27.50
89	2+870	2+900	9.70	19.50	29.20
90	2+900	2+910	13.10	19.10	32.60
91	2+910	2+970	11.00	25.30	37.30
92	2+970	3+000	12.00	27.00	39.00
93	3+000	3+050	10.00	25.00	35.00
94	3+050	3+100	8.50	24.60	33.10
95	3+100	3+150	10.00	23.70	34.00
96	3+150	3+200	12.10	23.70	34.80
97	3+200	3+250	13.10	22.80	35.90
98	3+250	3+300	14.70	26.60	41.20
99	3+300	3+350	20.00	20.00	40.00
100	3+350	3+400	21.30	20.30	41.60
101	3+400	3+450	19.00	20.30	39.70
102	3+450	3+500	18.50	20.50	39.00
103	3+500	3+550	13.60	20.60	34.20
104	3+550	3+600	15.40	20.30	34.70
105	3+600	3+650	15.70	19.80	35.50
106	3+650	3+700	16.30	19.90	36.20

Sl.No.	Ex.Chainage (Km)		ERDW from Ex. Centre line of the Project Road (m)		Total width of R/w. ROW (m)
	From	To	LHS	RHS	LHS+RHS
107	3+700	3+750	17.20	20.00	37.20
108	3+750	3+800	19.20	18.80	38.00
109	3+800	3+850	20.80	17.40	38.20
110	3+850	3+900	22.90	13.40	36.30
111	3+900	3+950	23.00	14.00	37.00
112	3+950	4+000	22.80	13.30	36.10
113	4+000	4+050	20.40	16.70	37.10
114	4+050	4+100	17.00	20.00	38.00
115	4+100	4+150	19.50	22.70	42.20
116	4+150	4+200	18.50	22.40	41.90
117	4+200	4+230	20.00	23.20	43.20
118	4+230	4+250	20.50	23.90	44.40
119	4+250	4+275	19.80	22.70	42.50
120	4+275	4+300	20.80	19.90	40.60
121	4+300	4+350	22.20	18.00	40.20
122	4+350	4+400	22.00	16.00	40.00
123	4+400	4+460	21.00	18.00	39.00
124	4+460	4+430	12.00	18.00	31.10
125	4+430	4+450	20.00	19.00	39.00
126	4+450	4+500	23.50	17.00	40.50
127	4+500	4+550	22.70	17.70	39.00
128	4+550	4+750	20.00	17.50	37.50
129	4+750	4+700	11.10	17.30	28.40
130	4+700	4+600	11.70	9.90	21.60
131	4+600	4+650	9.60	8.30	17.90
132	4+650	4+700	8.90	8.60	17.50
133	4+700	4+750	8.50	10.00	18.50
134	4+750	4+770	8.80	10.50	19.30
135	4+770	4+790	9.00	9.00	18.00
136	4+790	4+800	9.00	7.70	16.70
137	4+800	4+850	13.60	8.10	21.70
138	4+850	4+875	14.00	7.10	21.10

01	November-18	2nd Submission		
00	May-18	1st Submission		
Rev.	Date	Description	Design	Chkd
REVISIONS				

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
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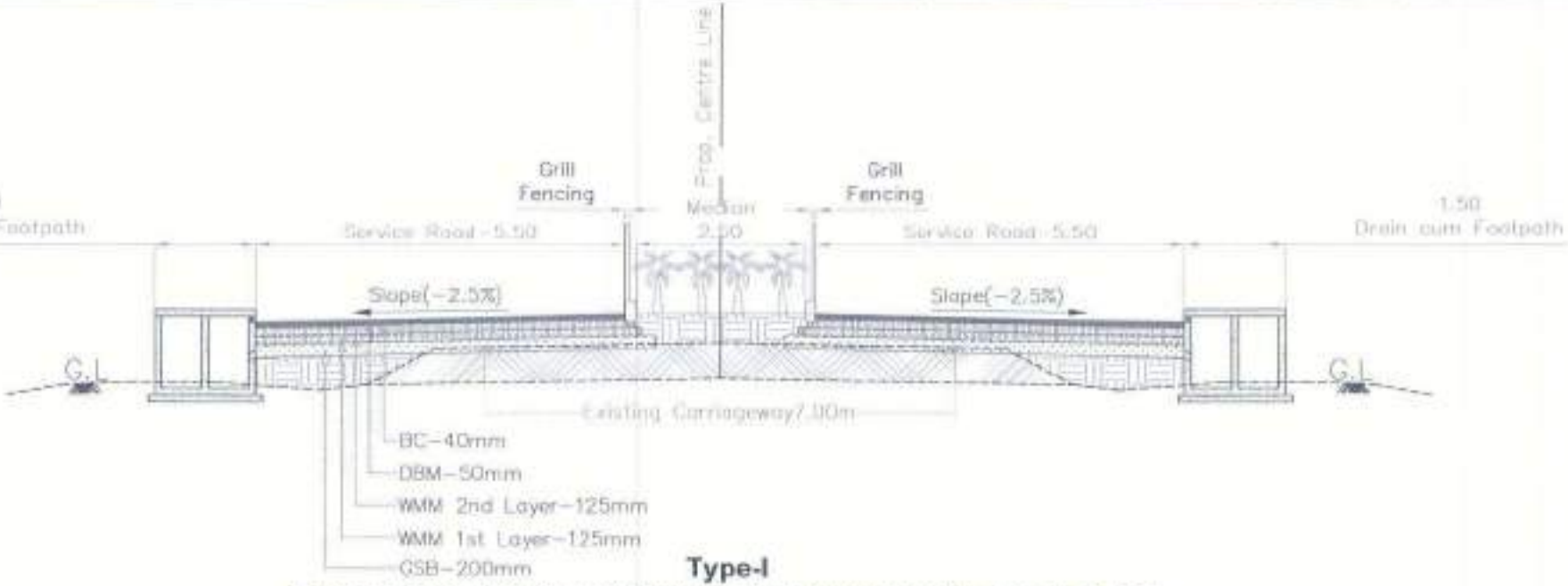
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

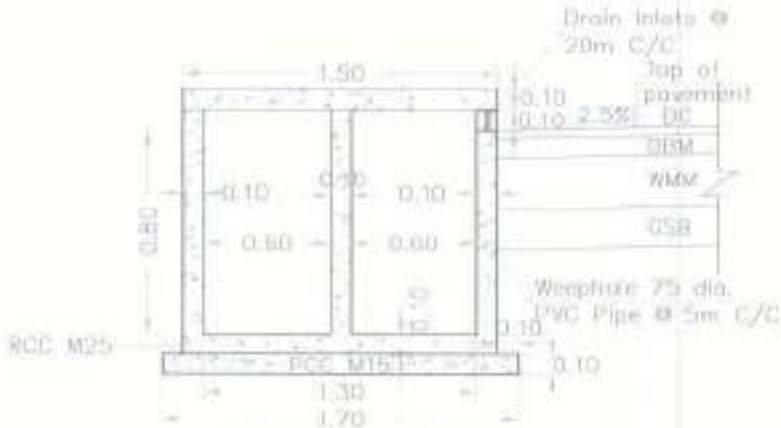
Design by CKD	KD-7 Final Project Report
Drawn by NRD	Drawing Title:
Checked by PCS	DETAILS OF EXISTING
Date:Nov-2018	RIGHT OF WAY
Revision-01	Drawing Scale:NTS
Dwg.No:KRB/OD-1338/Joda/PDR/03-T/Sheet No.01 (2 Nos)	

General Manager Project
O.B. & O.C. Ltd., Bhubaneshwar

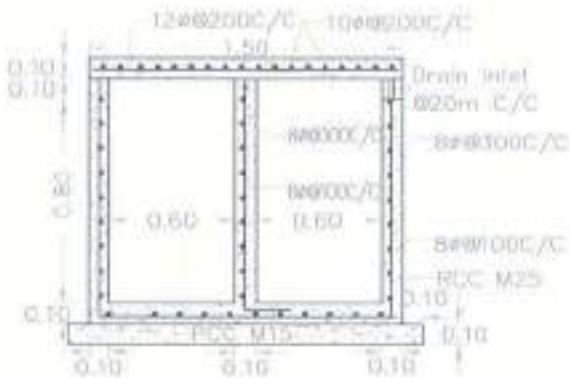


Type-I

Typical Cross Section at Bottom of Fly over Inner to Inner of Pier
(From Vertical Clearance 5.50m from Service Road Top Level to Bottom of Pier Cap)
(From Km1.400 to Km 3.710)



Details of RCC Drain



Reinforcement Details of RCC Drain

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	May-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # 163/91,IRC Village,Nayapalli,Bhubaneswar-751015
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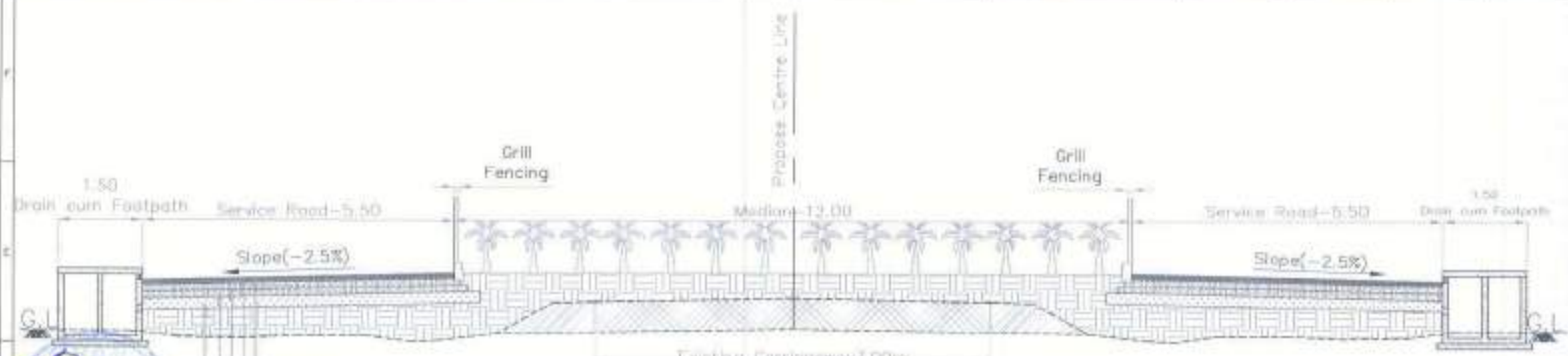
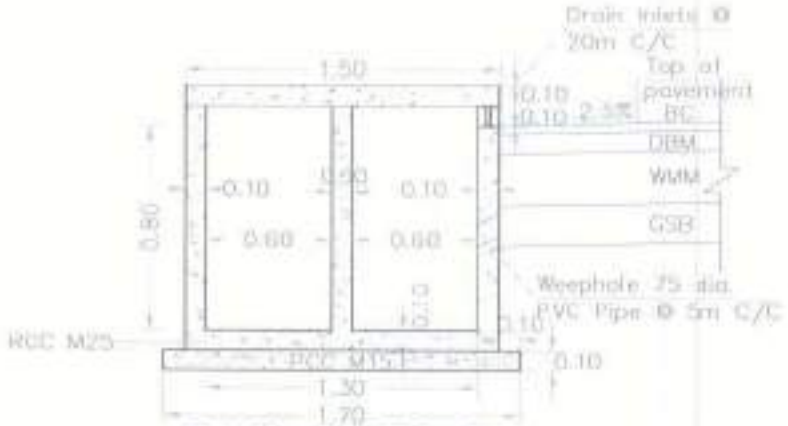
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD	KD-7:Final Project Report
Drawn By:NRJ	Drawing Title:
Chkd By:PCS	Type-I Typical Cross Section
Date:Nov-2016	
Revision:R1	Drawing Scale:As Shown
Dwg No: ARKI/KOD-11230/Joda-FDR/TCS/Sheet No:01 of 09	

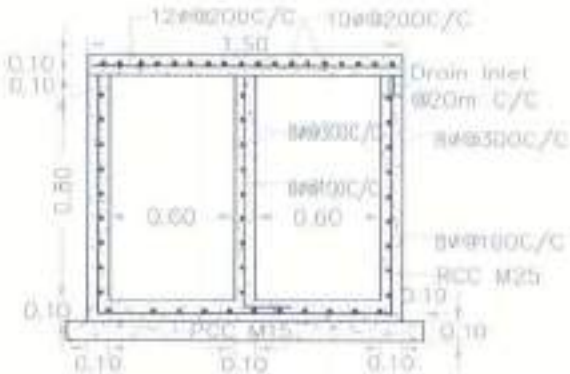
General Manager (Projects)
OB & OC Ltd, Bhubaneshwar



Type-II
Typical Cross Section at Bottom of Fly over
(From Vertical Clearance 5.50m to Start/End of Abutment)
(From Km1+256.197 to Km1.400 & From Km3.710 to Km4+031.197)



Details of RCC Drain



Reinforcement Details of RCC Drain

General Manager Projects
O.B. & C.C. Ltd., Bhubaneshwar

Rev	Date	Description	Design	Chkd
B2	November-16	2nd Submission		
B1	May-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # 93/91,IRC Village,Nayapalli,Bhubaneswar-751015
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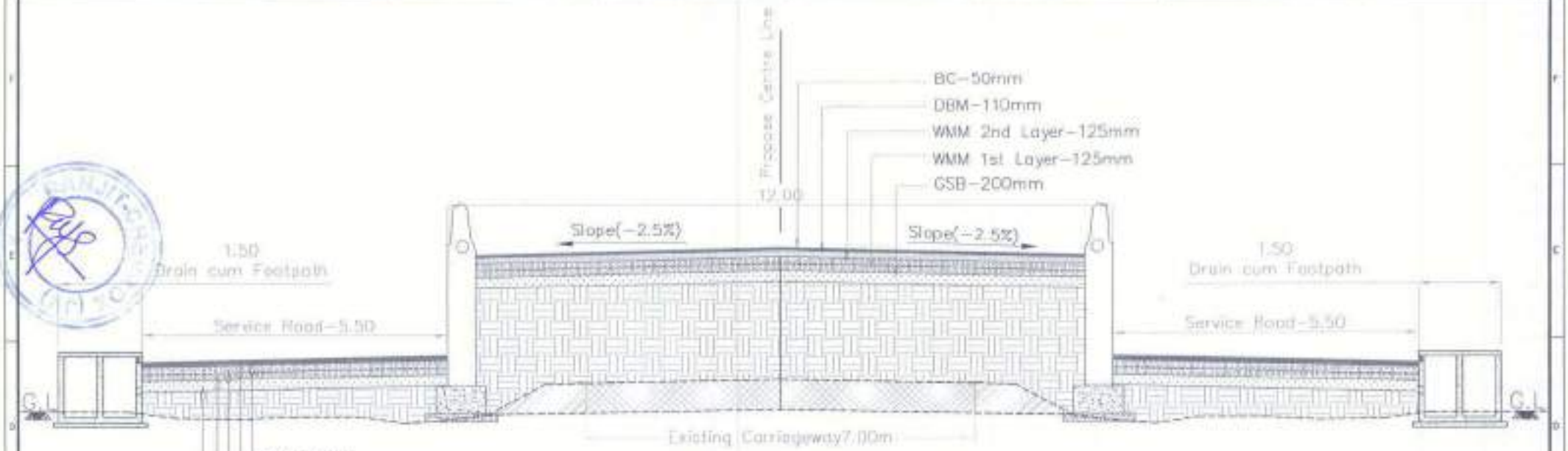
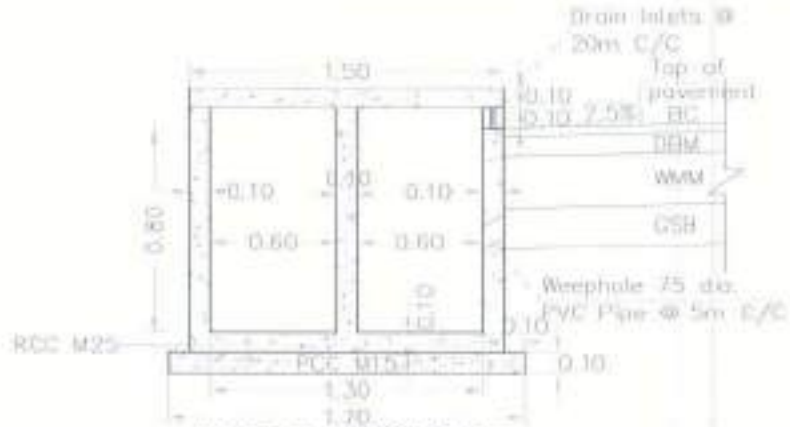
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD
Drawn By:ARKI
Chkd By:PCS
Date:Nov-2016
Revision:B1
Drawing Scale:As Shown
Dwg No. ARKI/DD-10.00/Joda/FOR/TCS/Sheet No 02 of 08

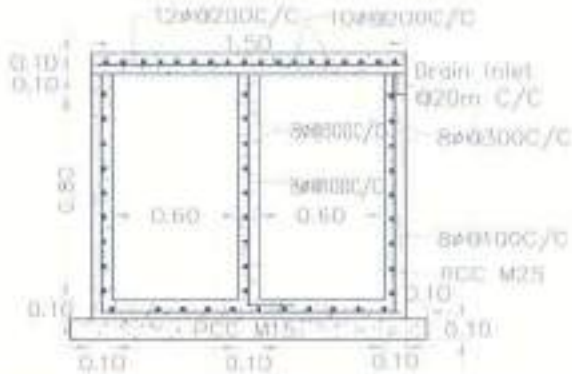
KD-7:Final Project Report
Drawing Title:
Type-II
Typical Cross Section



Type-III
Typical Cross Section of Fly over at Approach
(From Abutment to End of Retaining Wall)
(From Km1+165.137 to Km1+256.197 & From Km4+031.197 to Km4+145.137



Details of RCC Drain



Reinforcement Details of RCC Drain

General Manager Projects
O.B.& C.C. Ltd., Bhubaneshwar

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	May-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
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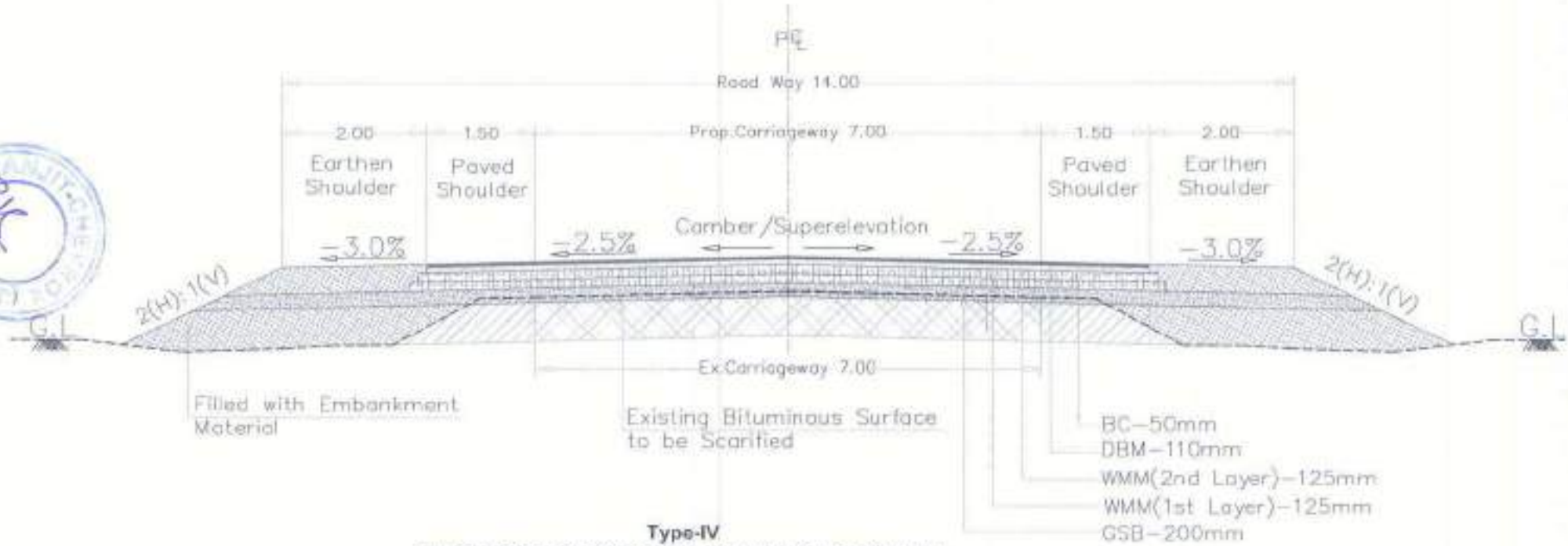
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By(OKD)	KD-7:Final Project Report
Drawn By(MB)	Drawing Title:
Chkd By(PCS)	Type-III
Date:Nov-2016	Typical Cross Section
Revision-R1	Drawing Scale:As Shown
Dwg No :ARKKOD-15336\Joda-FDR\TCS\Sheet No:03 of 05	



Type-IV
Typical Cross Section of Two lane with Paved Shoulder
(From Km0+000 to Km1+165.137)

General Manager Projects-I
O.B.S.C.C. Ltd., Bhubaneswar

Rev	Date	Description	Dwn	Chkd
R1	November-16	2nd Submission		
R0	May-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
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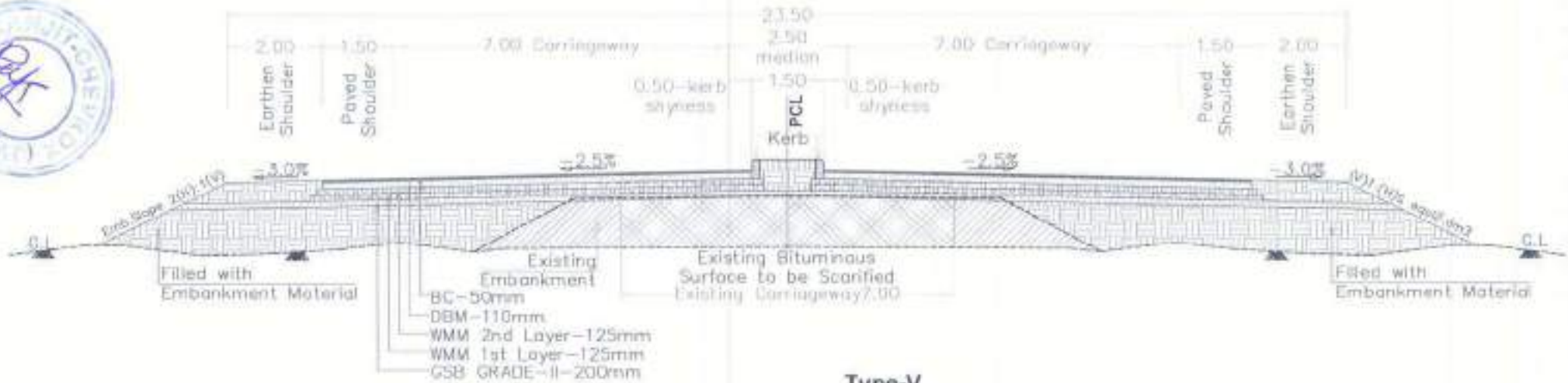
WORKS DEPARTMENT, Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:OKD	KD-7:Final Project Report
Drawn By:NKD	Drawing Title:
Chkd By:RCS	Type-IV
Date:Nov-2016	Typical Cross Section
Revision-R1	Drawing Scale:As Shown
Dwg No :ARK900-15336/Joda-FDR/TCS/Sheet No:04 of 05	

D 4473



Type-V

Typical Cross Section of Four lane with Paved Shoulder

(From Km4+145.137 to Km4+875)

General Manager Projects
O.B. & C.C. Ltd., Bhubaneshwar

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	May-16	1st Submission		

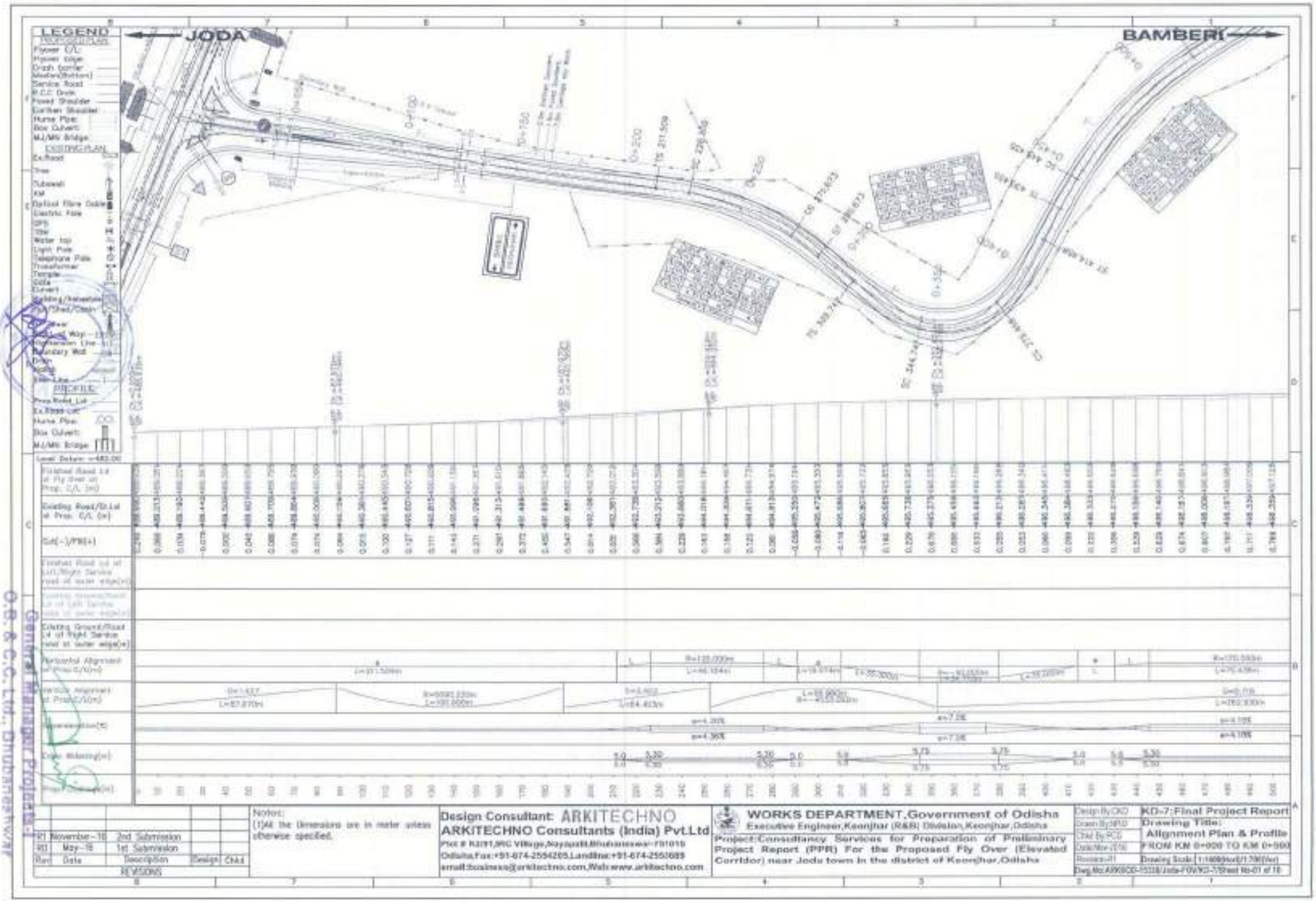
REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015 Odisha,Fax:+91-674-2554203,Landline:+91-674-2553889 email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD	KD-7:Final Project Report
Drawn By:RKD	Drawing Title:
Chkd By:PCD	Type-V
Date:Nov-2016	Typical Cross Section
Revision:R1	Drawing Scale:As Shown
Dwg No :ARK/KOD-15036/Joda-FDR/TLS/Sheet No:85 of 85	



Rev	Date	Description	Design	Chkd
R1	November-18	2nd Submission		
R0	May-18	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

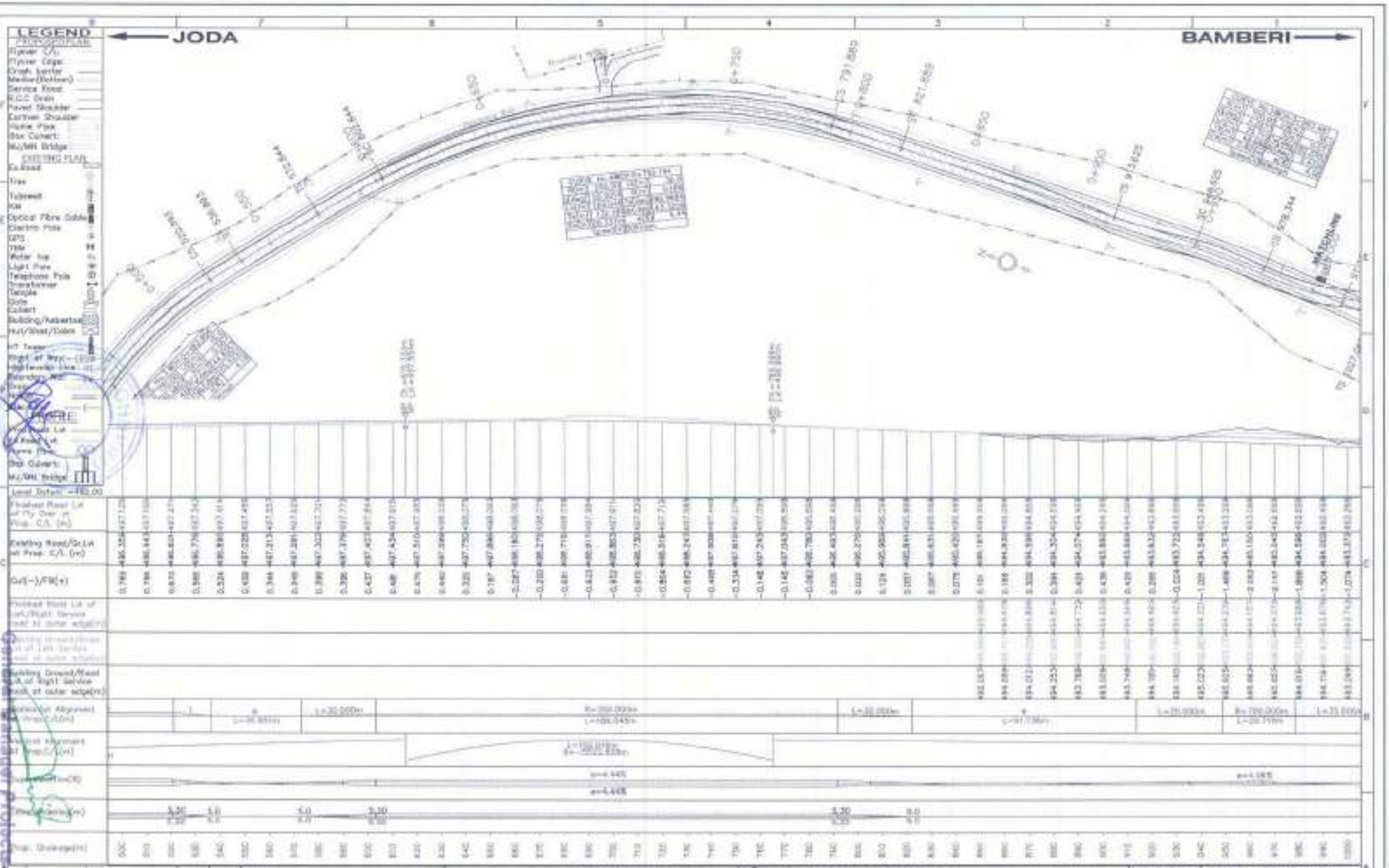
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # K2/91,99C Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha

Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:OKD	KD-7: Final Project Report
Drawn By:MKD	Drawing Title:
Chkd By:PCD	Alignment Plan & Profile
Date:Nov-2018	FROM KM 0+000 TO KM 0+500
Revision-R1	Drawing Scale: 1:1000(Hor)/1:100(Ver)
Dwg.No:ARK/BOD-15338/Joda-FOW/KD-7/Sheet No-01 of 18	

Certified Manager Projects
OB & CC Ltd. Bhubaneswar



Rev	Date	Description	Design	Chkd
R1	November-18	2nd Submission		
R0	May-18	1st Submission		

REVISIONS

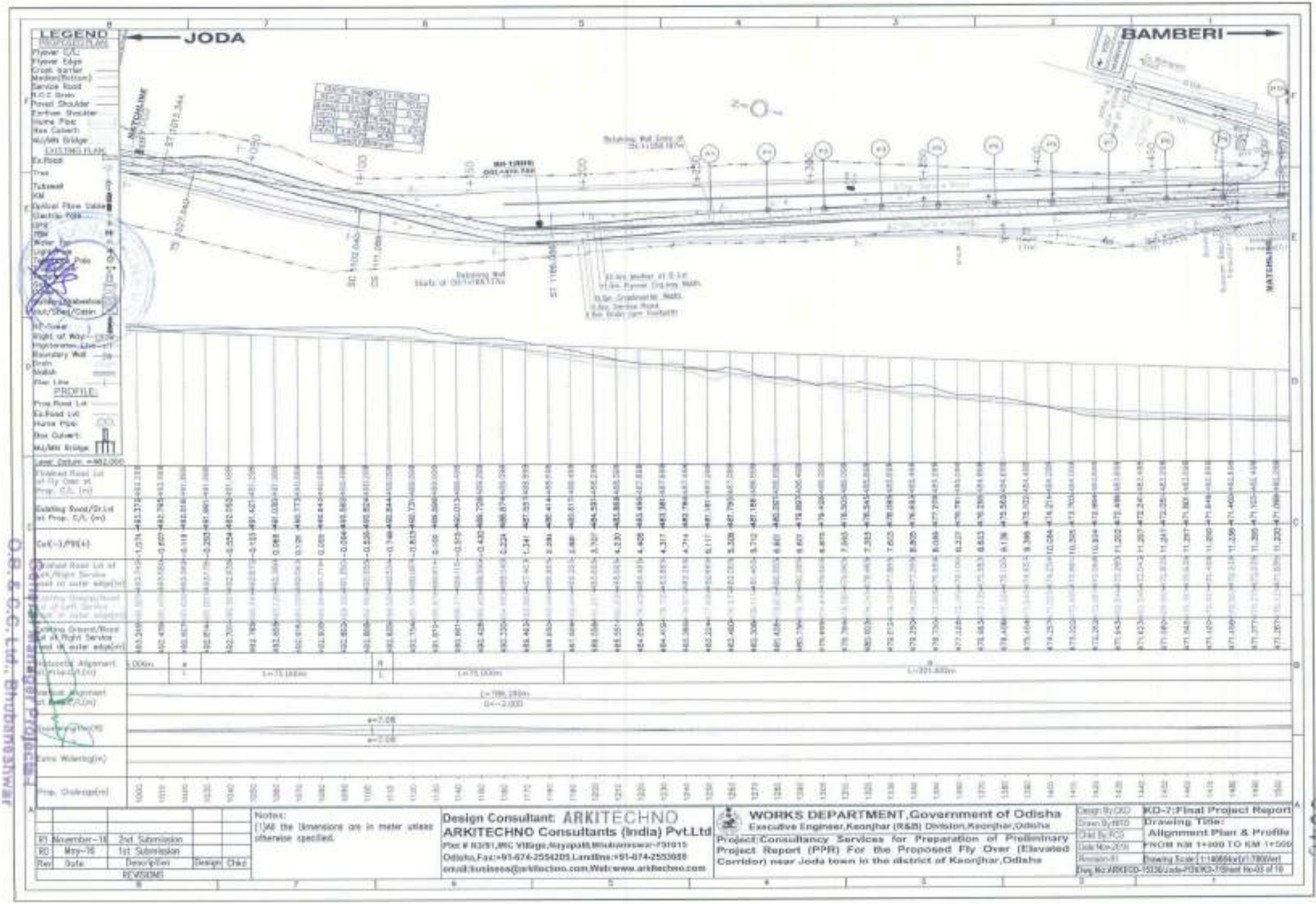
Notes:
(1)All the dimensions are in meter unless otherwise specified.

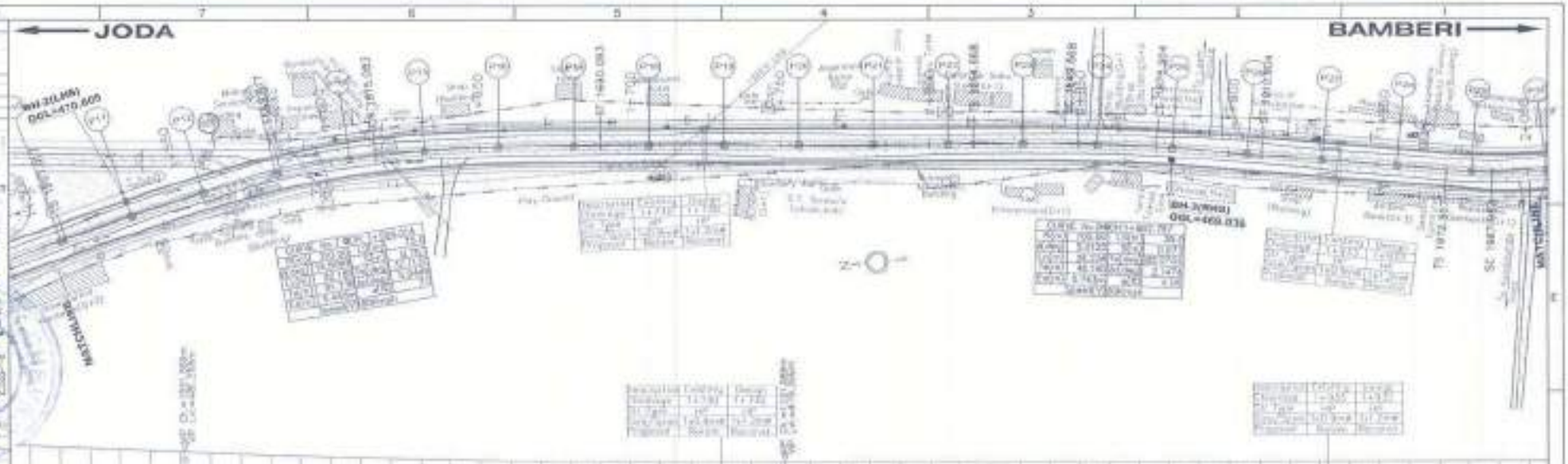
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # 1317/1,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554265,Landline:+91-674-2551683
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKG	KO-7:Final Project Report
Drawn By:NKG	Drawing Title:
Chkd By:PCS	Alignment Plan & Profile
Date:Nov-2018	FROM KM 0+500 TO KM 1+000
Revision:R1	Drawing Scale: 1:1000(Hor)/1:100(Ver)
Dwg No:ARK/ODS-FCDS/Joda-FOV/KO-7/Sheet No-02 of 18	

O.E.E.C.C. Ltd., Bhubaneswar


JODA
BAMBERI
LEGEND
PROPOSED PLAN
Flyover C/L
Flyover Edge
Crash Barrier
Median(Bottom)
Service Road
R.C.C Drain
Paved Shoulder
Earthen Shoulder
Hume Pipe
Box Culvert
MJ/MN Bridge
EXISTING PLAN
Ex.Road
Tree
Tubewell
KM
Optical Fibre Cable
Electric Pole
Land
ROW
Water Tap
Lightpole
Telephone Pole
Building/Abandoned Hut/Shed/Cabin
NH-Solar
Right of Way
Hightension Line
Boundary Wall
Drain
Mulish
Elec Line
PROFILE:
Prop.Road Lvl
Ex.Road Lvl
Hume Pipe
Box Culvert
MJ/MN Bridge
MATCHLINE
Existing Wall Starts at 0+000 LHS
Existing Wall Ends at 0+000 LHS
Existing Wall Starts at 0+000 RHS
Existing Wall Ends at 0+000 RHS



R1	November-18	2nd Submission		
R0	May-18	1st Submission		
Rev	Date	Description	Design	Chkd

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # K3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554285,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

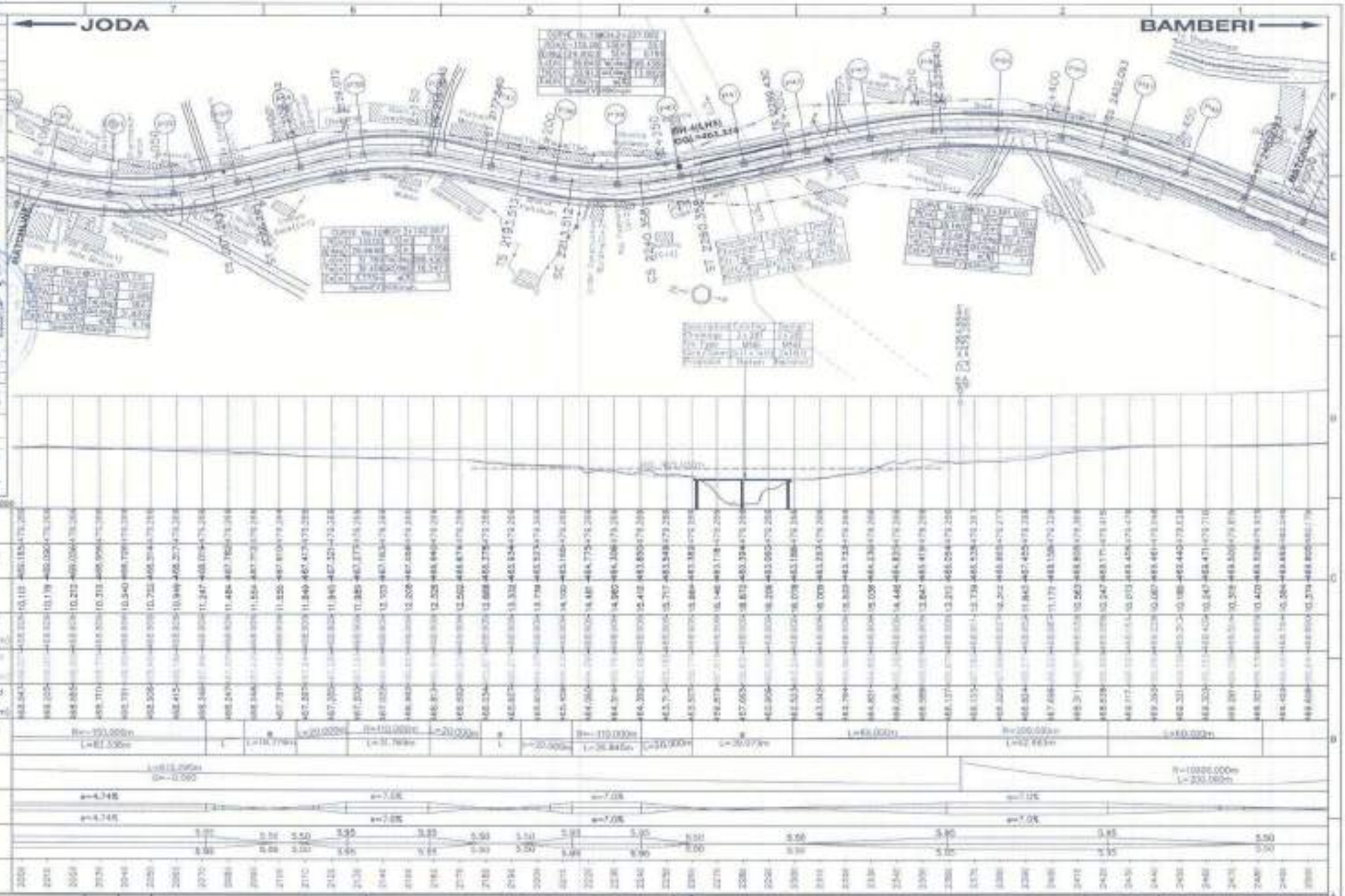
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD	KD-7 Final Project Report
Draw By:NRD	Drawing Title:
Chkd By:PCS	Alignment Plan & Profile
Date:Nov-2018	FROM KM 1+500 TO KM 2+000
Revision:R1	Drawing Scale: 1:1000(Hor)1:100(Ver)
Dwg No:ARK/QD-15/03-Joda-FOV/KD-7/Sheet No-04 of 19	

O.B.& C.O. ltd., Bhubaneswar

Submitted to the Board of Consultants

C347



Rev	Date	Description	Design	Chkd
R1	November-18	2nd Submission		
R0	May-18	1st Submission		

REVISIONS

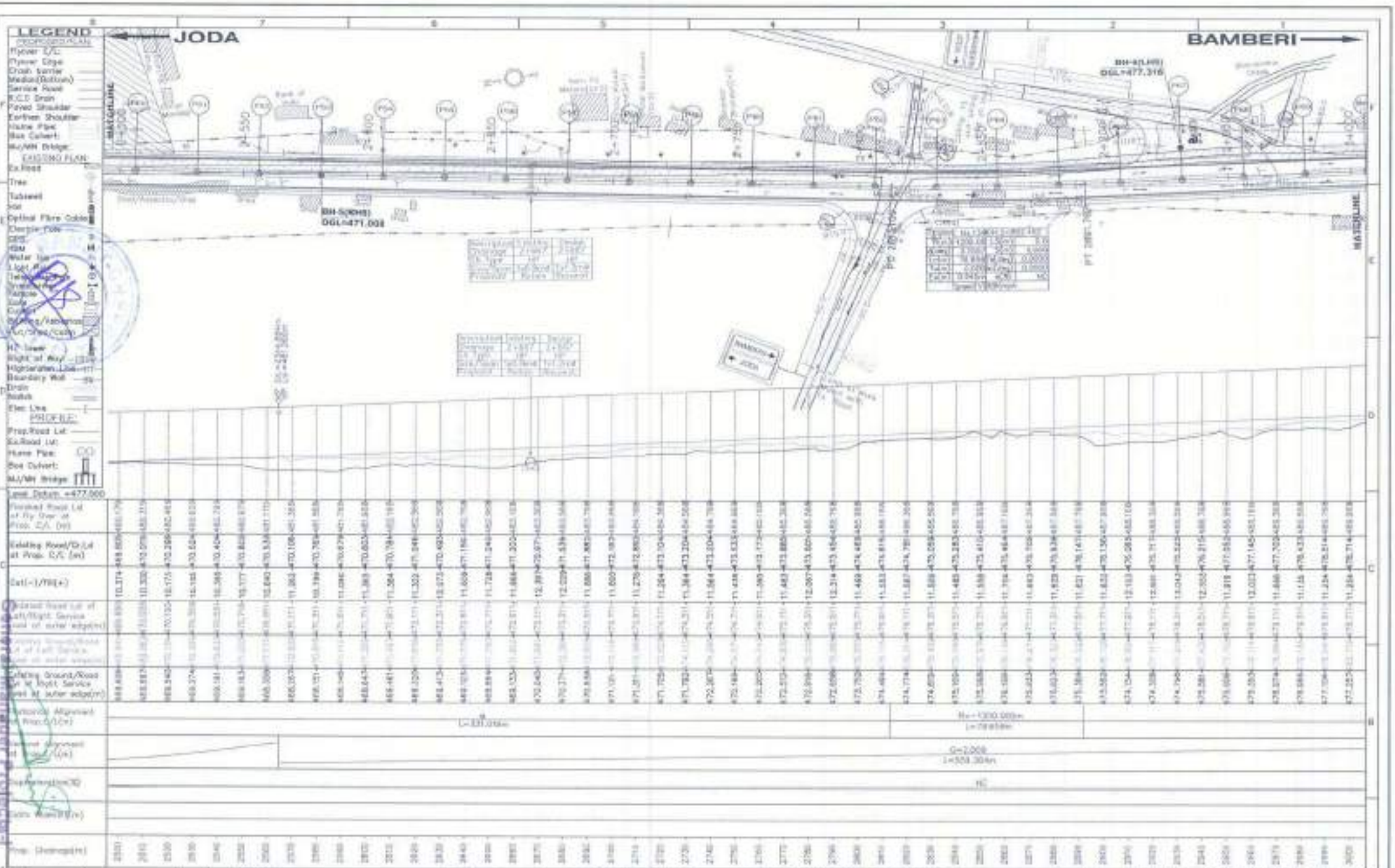
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554285,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By (KK)	KO-7:Final Project Report
Drawn By (KK)	Drawing Title:
Chkd By (PCS)	Alignment Plan & Profile
Date Mar-2018	FROM KM 2+000 TO KM 2+500
Revision-R1	Drawing Scale: 1:1000(Horz)/1:100(Ver)
Dwg.No:ARK/KOD-15/18/Joda-FOV/KO-7/Sheet No.05 of 18	

OBJECT ID: Bhubaneswar



Rev	Date	Description	Design	Chkd
R1	November-19	2nd Submission		
R0	May-19	1st Submission		

REVISIONS

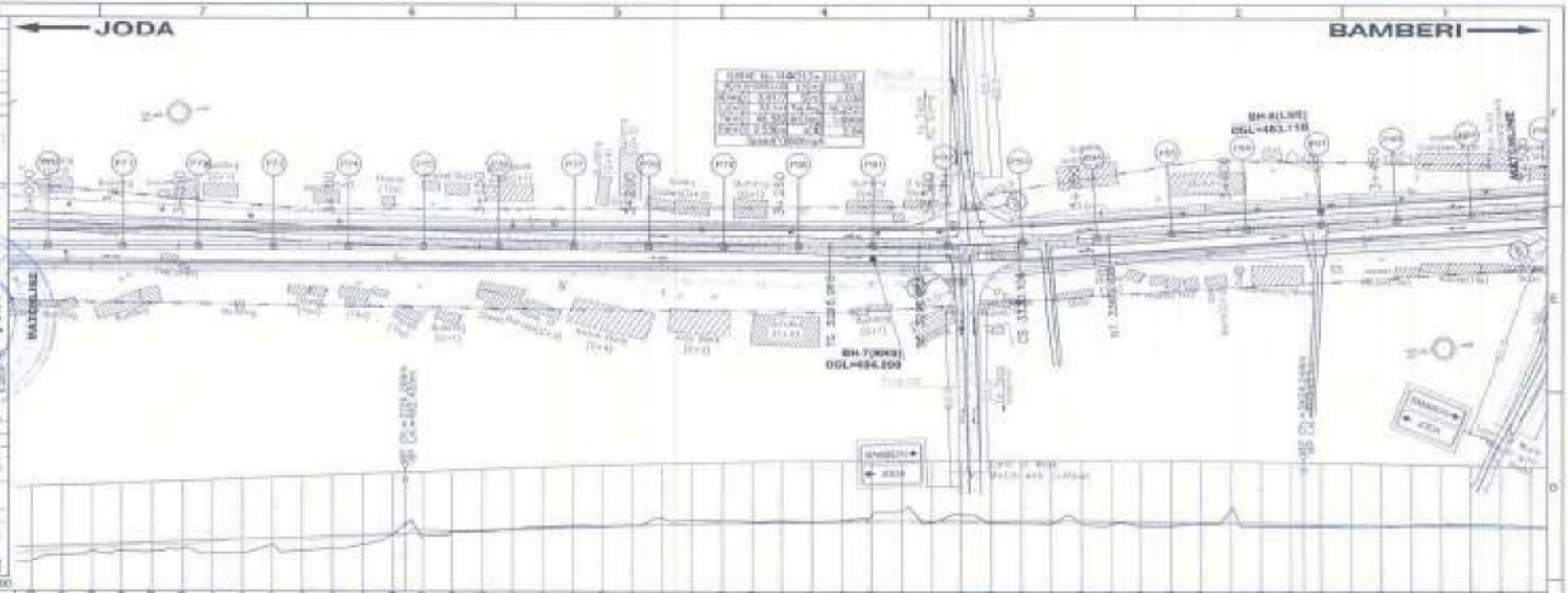
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554285,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:DKD	KD-7:Final Project Report
Drawn By:NKD	Drawing Title:
Chkd By:PCS	Alignment Plan & Profile
Date:Nov.2019	FROM KM 2+500 TO KM 3+600
Revision:R1	Drawing Scale: 1:1000(Hor)/1:200(Ver)
Dwg No:ARK/OD-1533/Joda-FOW/KD-7/Sheet No-06 of 18	

O.P.G.C.L., Bhubaneswar



R1	November-16	2nd Submission		
R0	May-16	1st Submission		
Rev	Date	Description	Design	Chkd

REVISIONS

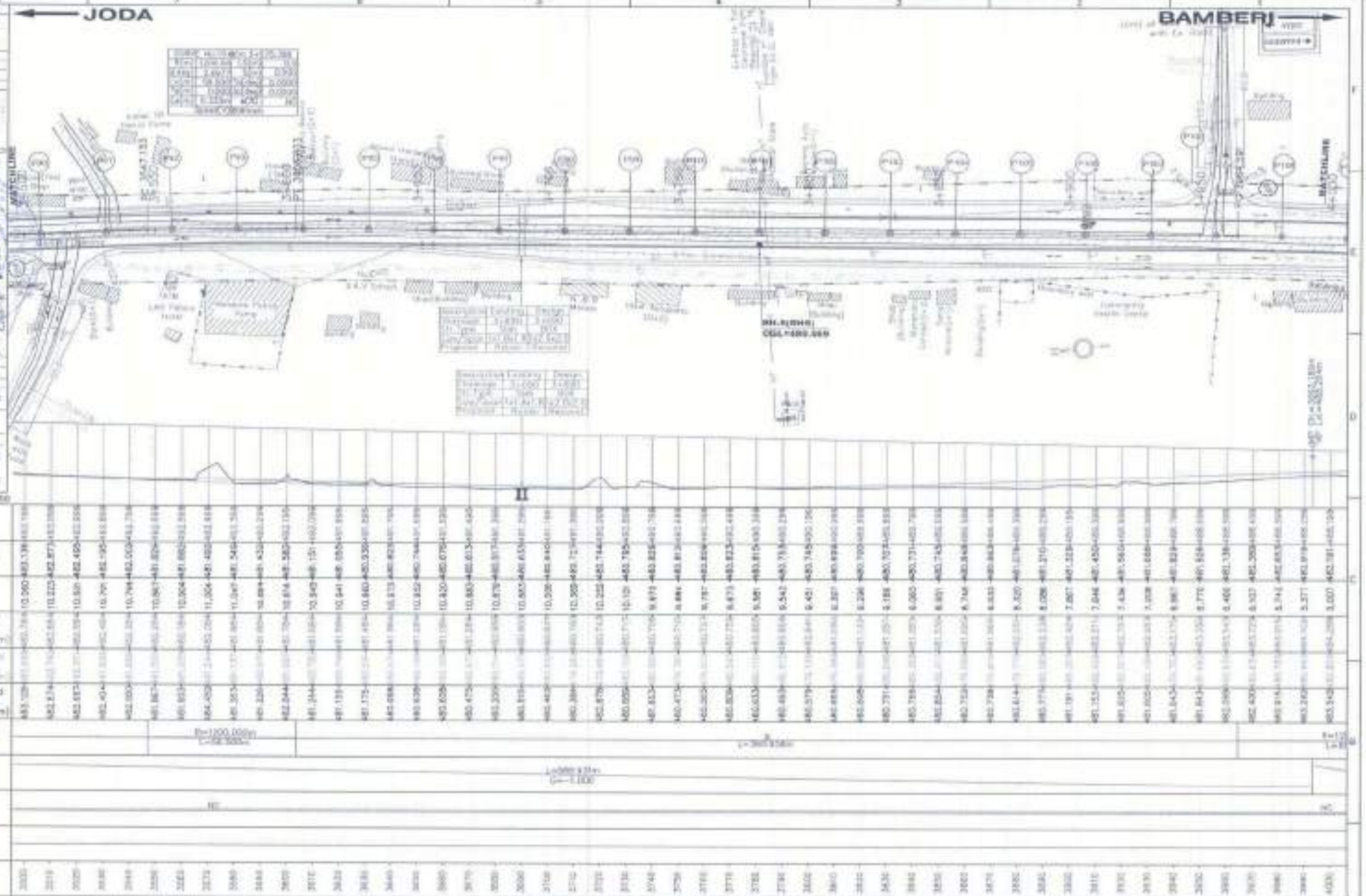
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553989
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD	KO-7:Final Project Report
Drawn By:SKD	Drawing Title:
Chkd by:PCS	Alignment Plan & Profile
Date:Nov-2016	FROM KM 3+600 TO KM 3+900
Revision:R1	Drawing Scale: 1:1000(Hor)/1:100(Ver)
Dwg.No:ARK/000-1518/Joda-PQ/KO-7/Sheet No-07 of 10	

C.B.& C.C. Ltd. Bhubaneswar


LEGEND
JODA
BAMBERI
PROFILE
Level Datum =477.00
Notes:
(1)All the Dimensions are in meter unless otherwise specified.
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/81,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553888
email:business@arkitechno.com,Web:www.arkitechno.com
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha
KD-7:Final Project Report
Drawing Title:
Alignment Plan & Profile
FROM KM 3+500 TO KM 4+000
01 November-16 2nd Submission
00 May-16 1st Submission
Rev. Date Description Design Chkd
REVISING
C.D. & C.C. Ltd., Bhubaneshwar

R1	November-16	2nd Submission		
R0	May-16	1st Submission		
Rev	Date	Description	Design	Chkd

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

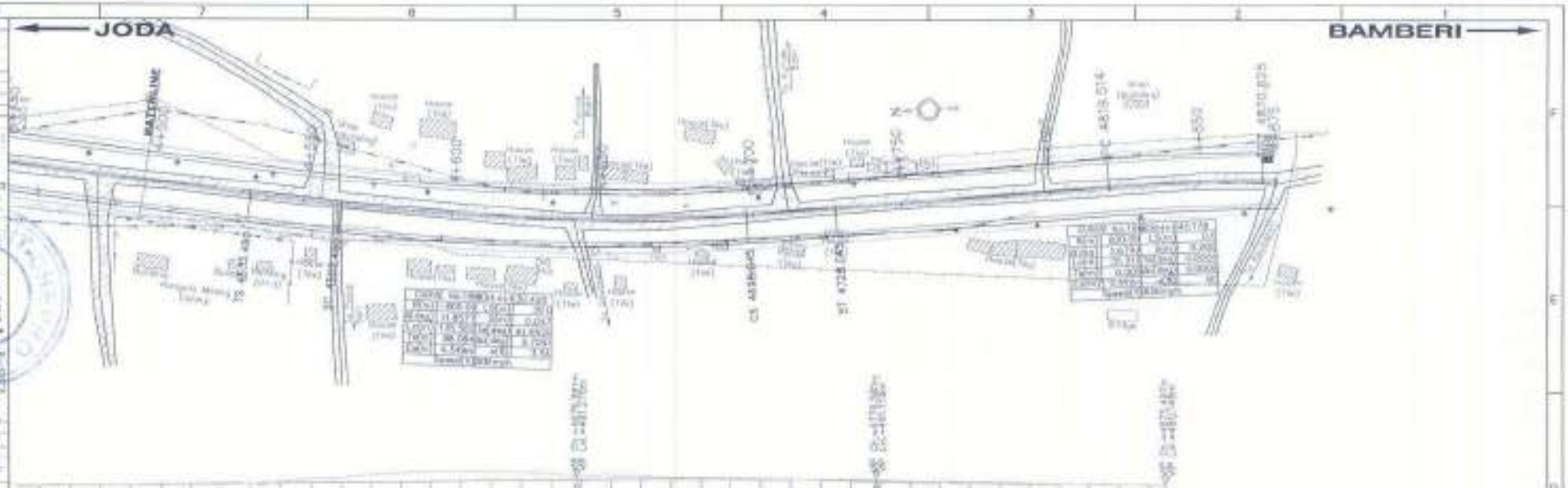
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/81,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD	KD-7:Final Project Report
Drawn By:PKS	Drawing Title:
Chkd By:PCS	Alignment Plan & Profile
Date:Nov-2016	FROM KM 4+000 TO KM 4+500
Revision-R1	Drawing Scale: 1:1000(Hor)/1:100(Ver)
Dwg No:ARK/OD-7/03/Joda-FO/KD-7/Shet No-03 of 18	

O.P.&C.C.Ltd., Bhubaneswar

0352



Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	May-16	1st Submission		

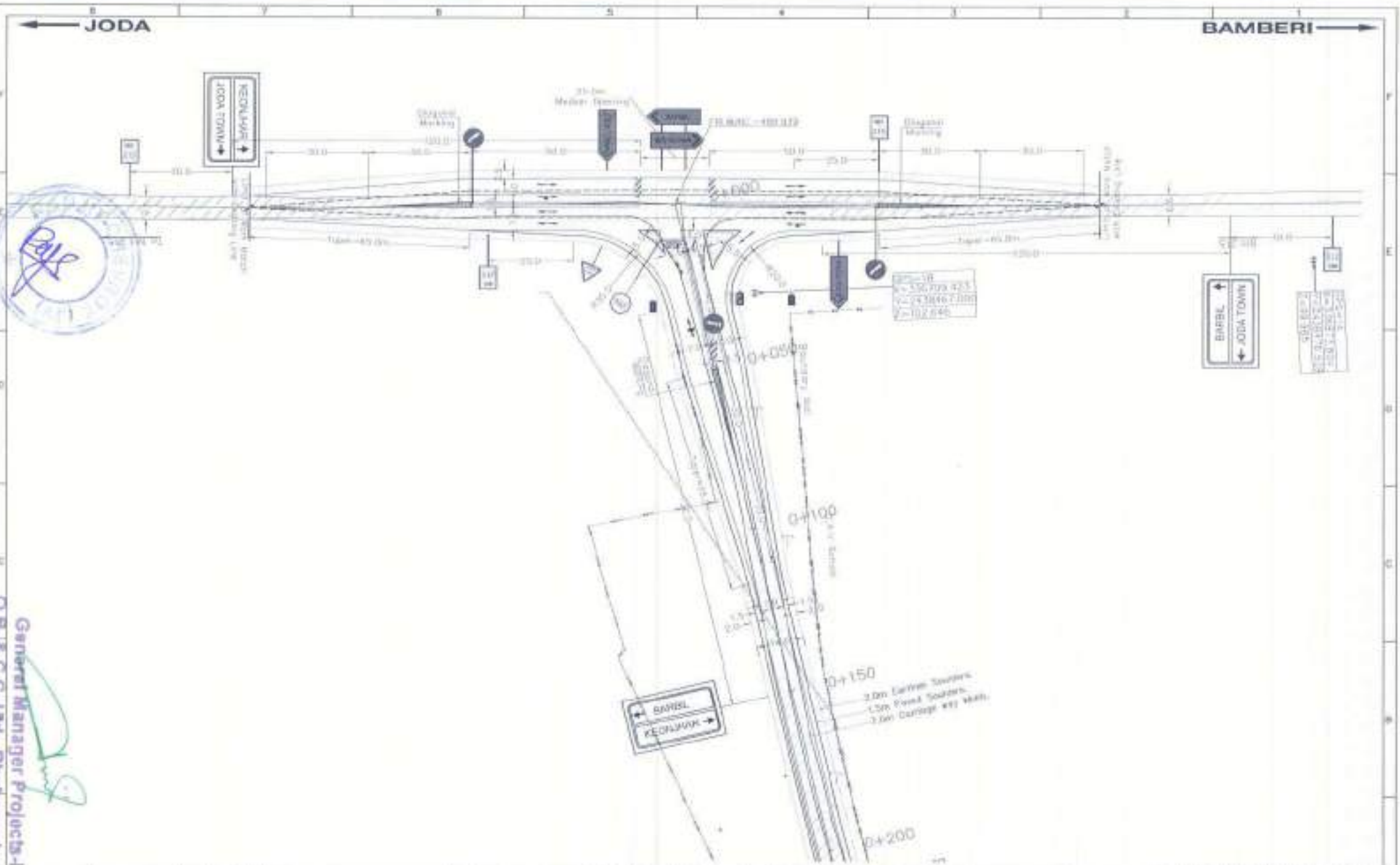
REVISIONS

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # NI/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553588
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha

Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:OKD	KD-7:Final Project Report
Drawn By:MKD	Drawing Title:
Chk'd By:PCS	Alignment Plan & Profile
Date:Nov-2016	FROM KM 4+500 TO KM 4+875
Revision-R1	Drawing Scale: 1:1000(Hor)1:100(Ver)
Dwg No:ARK1001-1E130/Joda-PD&KD-15	Sheet No:10 of 16



Rev	Date	Description	Design	Chkd
00	November-18	1st Submission		

REVISIONS

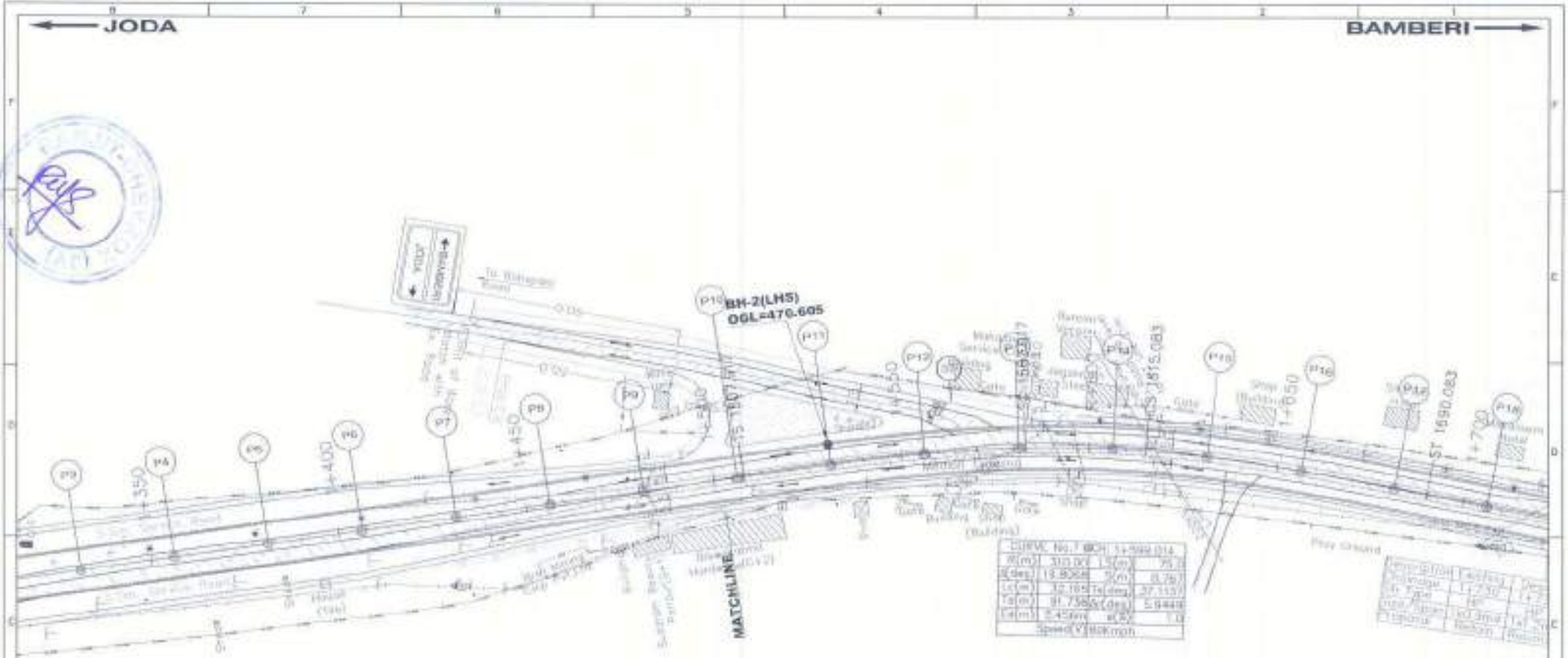
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553869
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD	KD-7:Final Project Report
Drawn By:SKD	Drawing Title:
Chkd By:PCS	Details of Minor
Date:Nov-2018	Junction at Ch:0.000
Revision No	Drawing Scale: 1:1000
Dwg.No:ARKIPOD-15300/Joda-FOV/KD-7/Km0+000	

General Manager Projects-I
O.B.& C.C. Ltd., Bhubaneswar



Rev	Date	Description	Design	Chkd
R0	November-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N/191,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554285,Landline:+91-674-2553689
email:business@arkitecho.com,Web:www.arkitecho.com

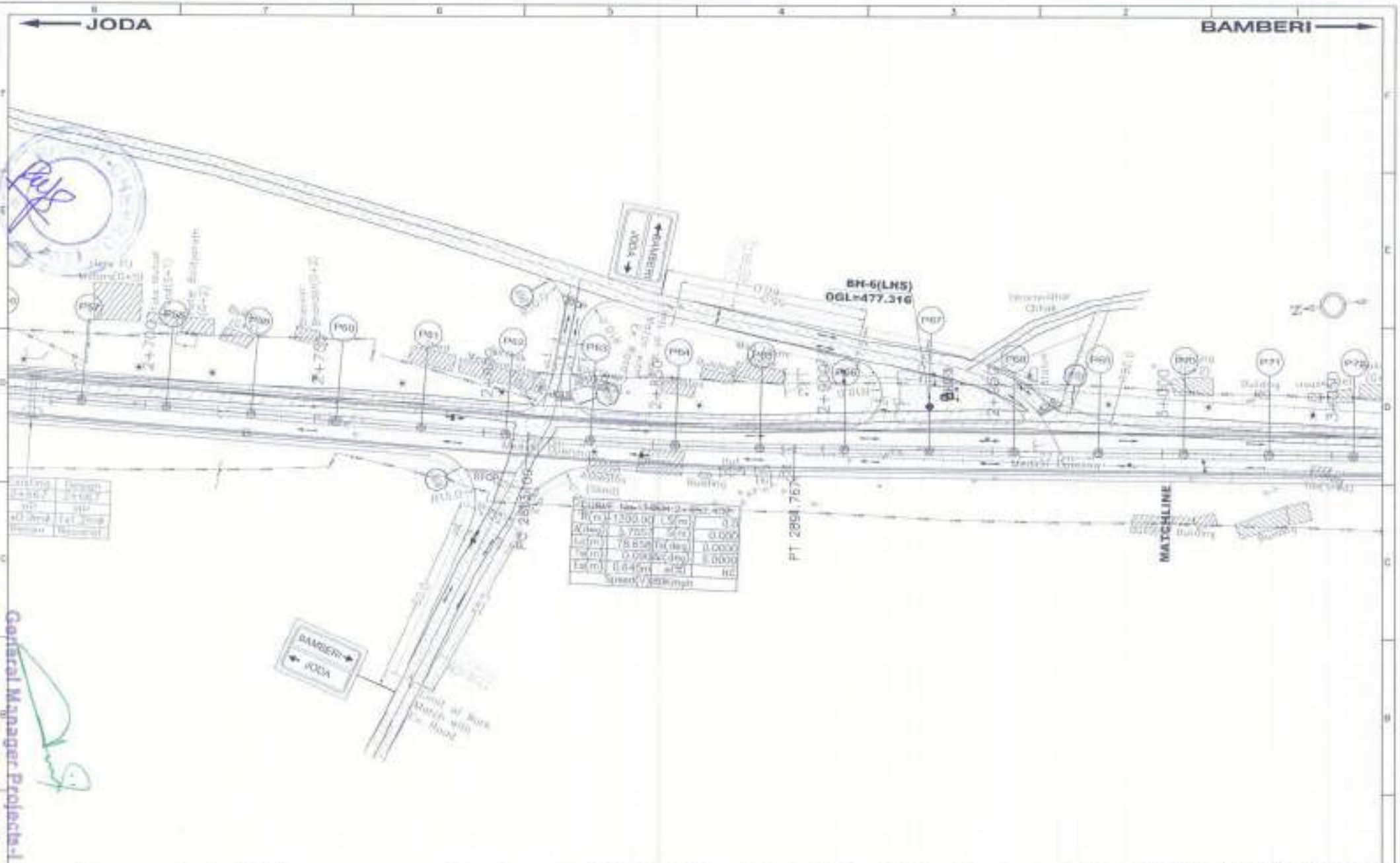
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha

Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CRD	KO-7:Final Project Report
Drawn By:PKD	Drawing Title:
Chkd By:PCS	Details of Minor Junction at Ch:1.565
Date:Nov.2016	
Revision-R0	Drawing Scale: 1:1000
Dwg.No:ARK/OD-1533/Joda-FOR/KO-7/Rev1-565	

General Manager Projects
O.P.C.C. Ltd., Bhubaneshwar

U35



Rev	Date	Description	Design	Chkd
R0	November-16	1st Submission		

REVISIONS

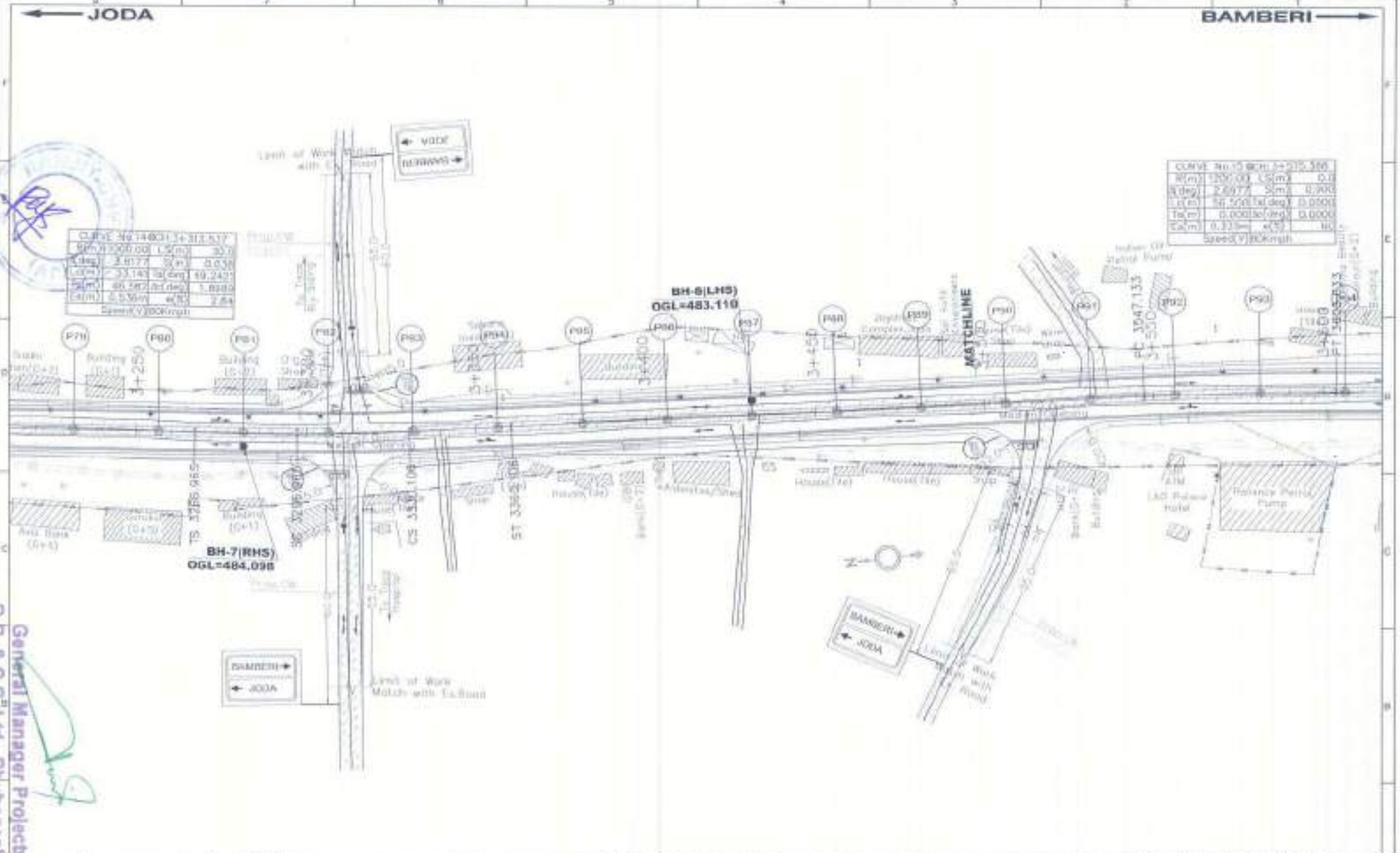
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553689
email:bsai@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD
Drawn By:NRD
Chkd By:PCS
Date:Nov-2016
Revision No:
Drawing Title: KD-7:Final Project Report
Drawing Title: Details of Minor Junction at Ch:2.810m & Ch:2.965
Drawing Scale: 1:1000
Dwg No:ARK/DD-15336/Joda-FOR/KD-7/Km2+810&2+965

5555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BAMBERI
BH-8(LHS)
OGL=483.110
BH-7(RHS)
OGL=484.098
MATCHLINE
P79
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P81
P82
P83
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P85
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P88
P89
P90
P91
P92
P93
P94
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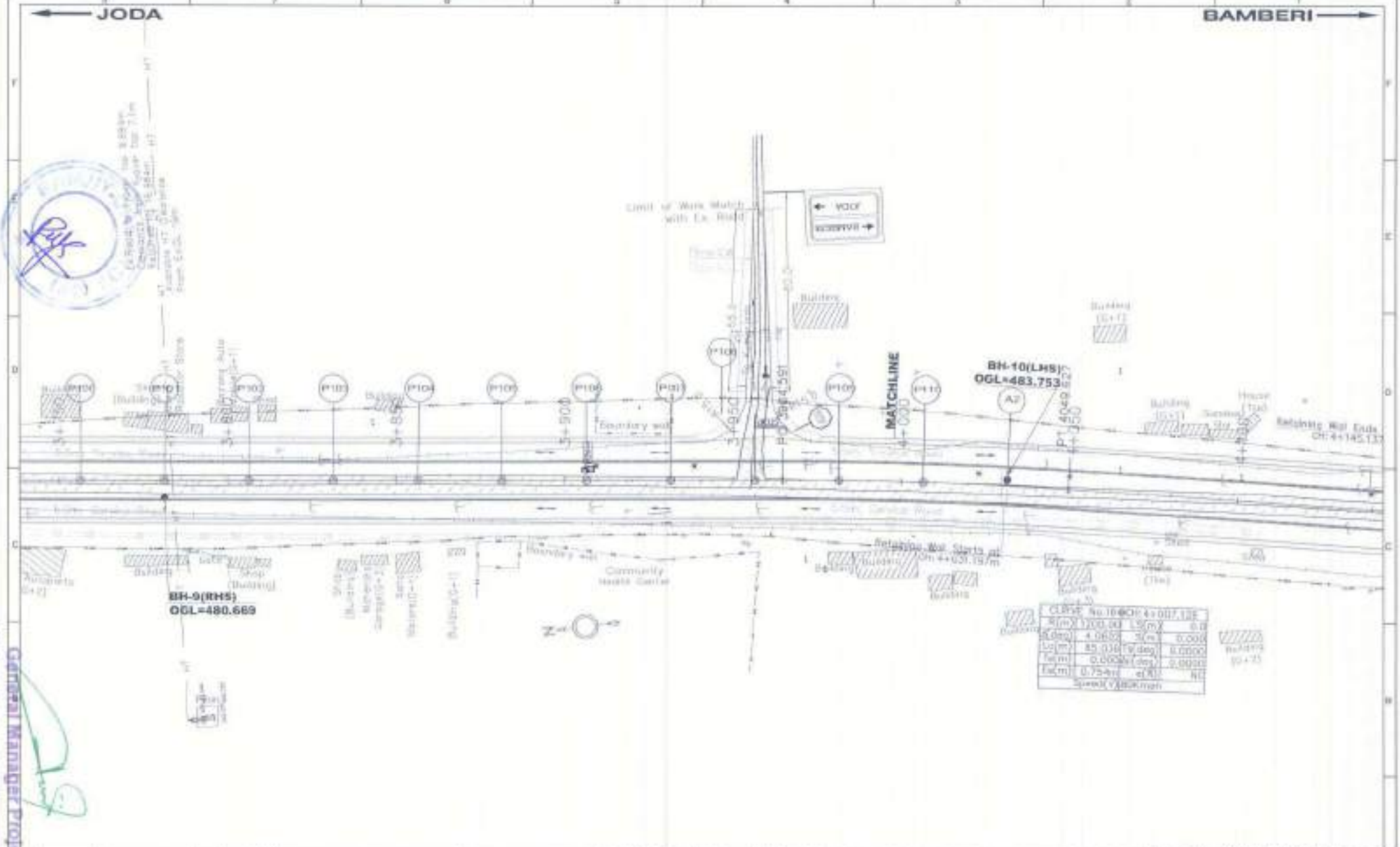


00	November-16	1st Submission		
Rev	Date	Description	Design	Chkd
REVISIONS				

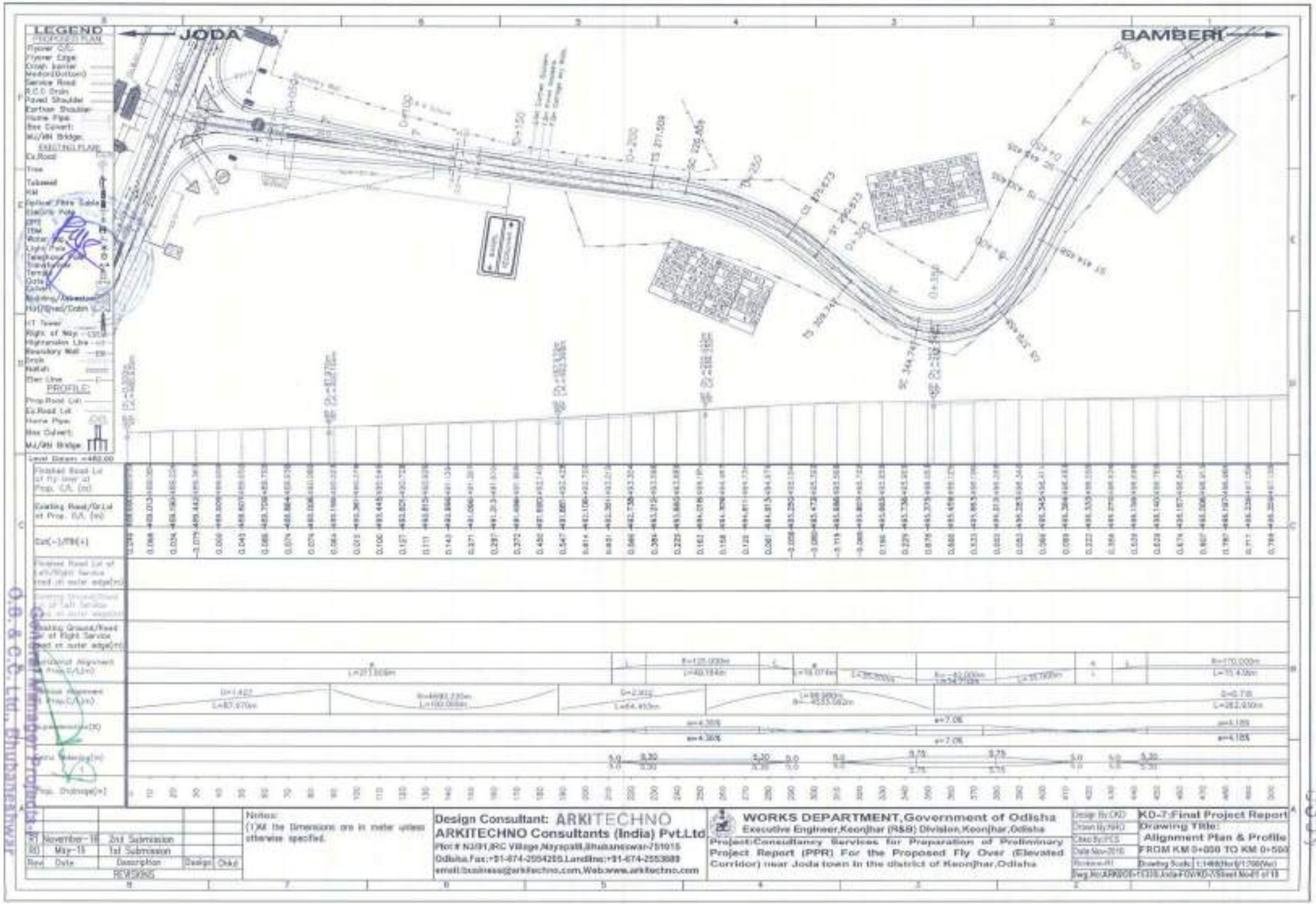
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

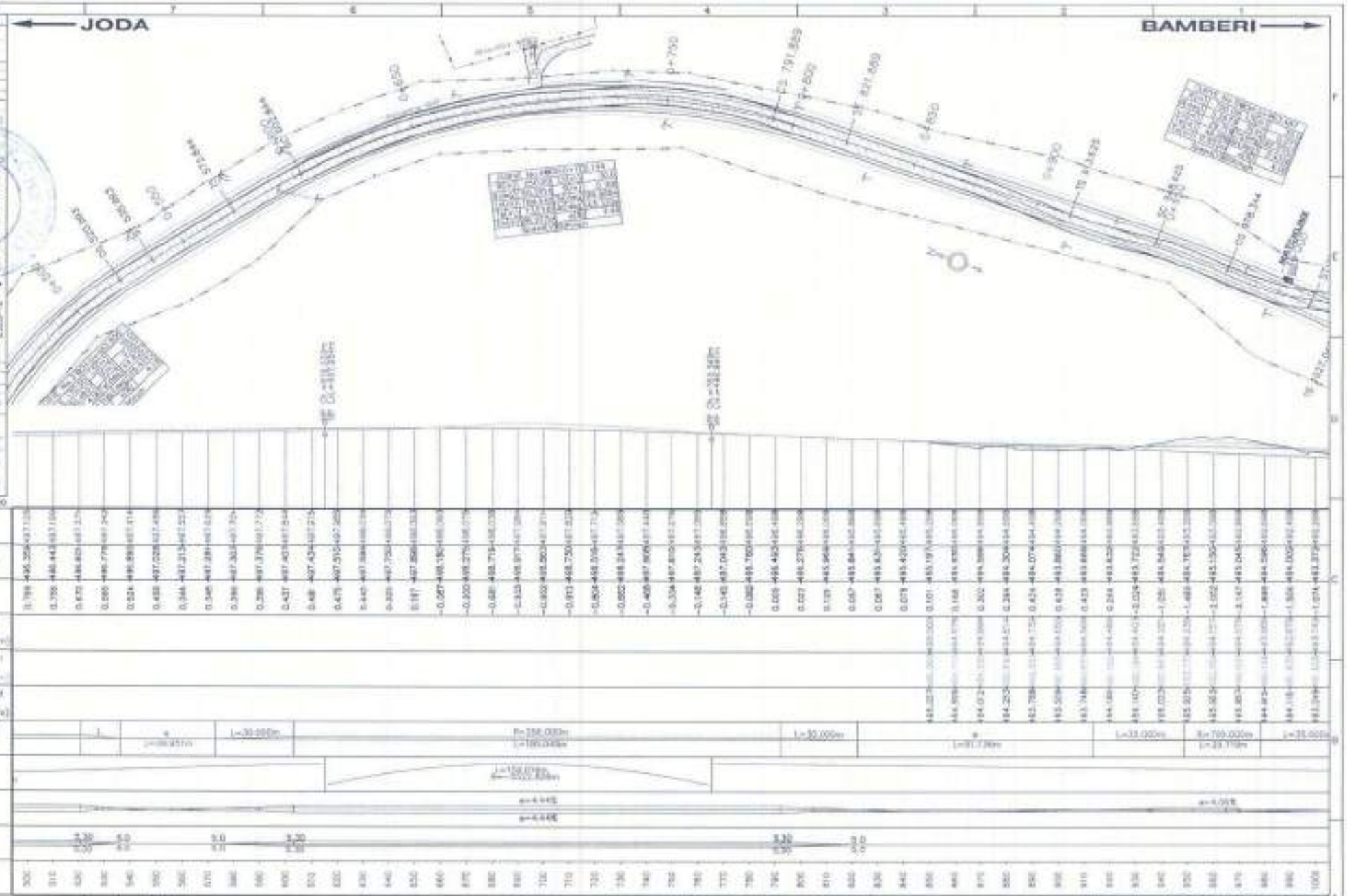
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554295,Landline:+91-674-2553489
email:bsahoo@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT, Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:DD	KD-7:Final Project Report
Drawn By:RC	Drawing Title:
Chkd By:PC	Details of Minor Junction at Ch:3.950m.
Date:Nov-2016	
Revision:00	Drawing Scale: 1:1000
Dwg.No:ARK/KOD-1533/Joda/FOR/KD-7/Km3+950	

General Manager Projects
O.R.K.C.C. Ltd., Bhubaneshwar


LEGEND
JODA
BAMBERI
PROFILE
Notes:
(1)All the Dimensions are in meter unless otherwise specified.
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
WORKS DEPARTMENT, Government of Odisha
Executive Engineer, Keonjhar (R&B) Division, Keonjhar, Odisha
Project: Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar, Odisha
KD-7 Final Project Report
Drawing Title:
Alignment Plan & Profile
FROM KM 0+000 TO KM 0+500
November-16 2nd Submission
May-16 1st Submission
Rev Date Description Design Chkd
REVISIONS



Rev	Date	Description	Design	Chkd
R1	November-18	2nd Submission		
R0	May-18	1st Submission		

REVISIONS

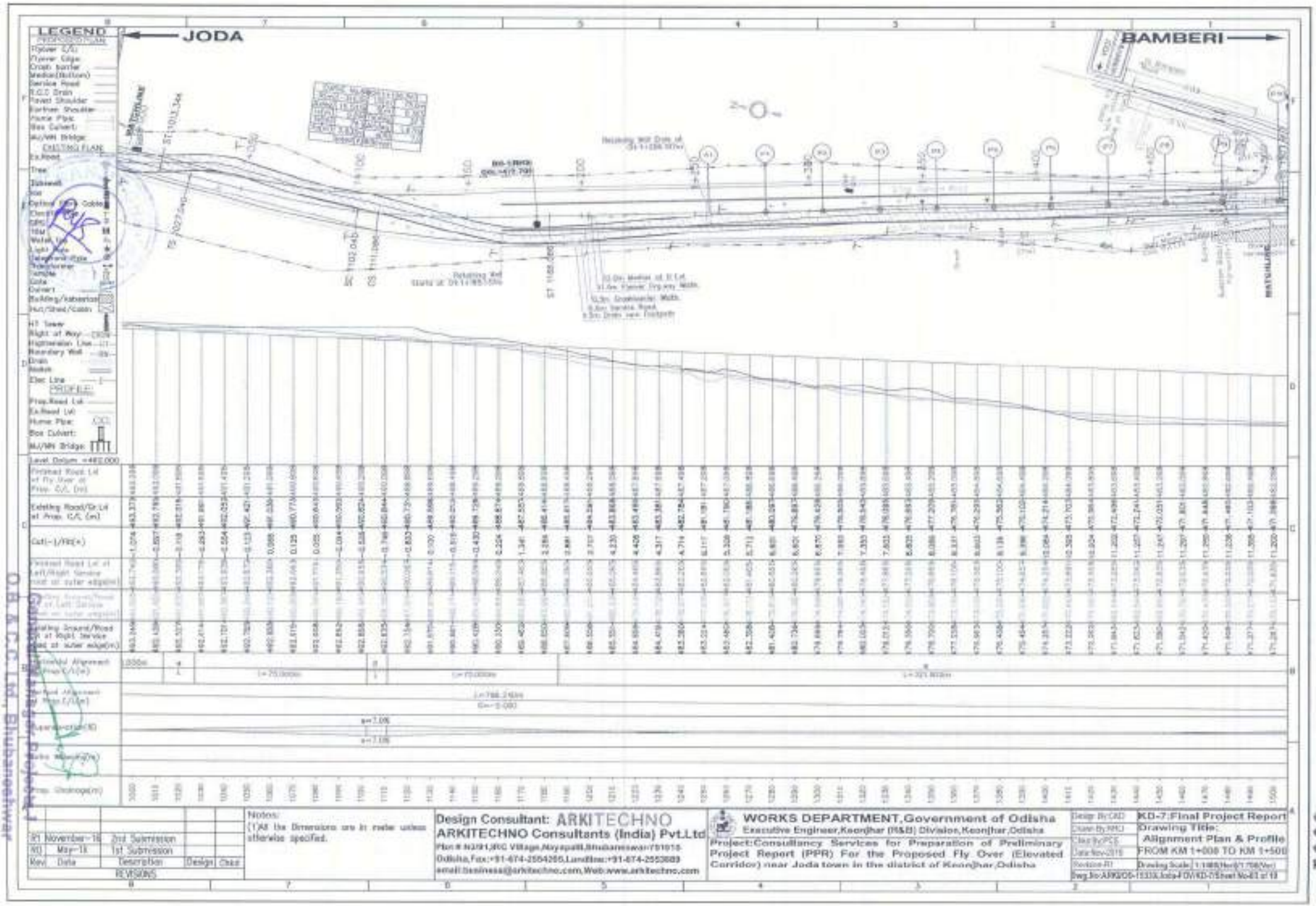
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

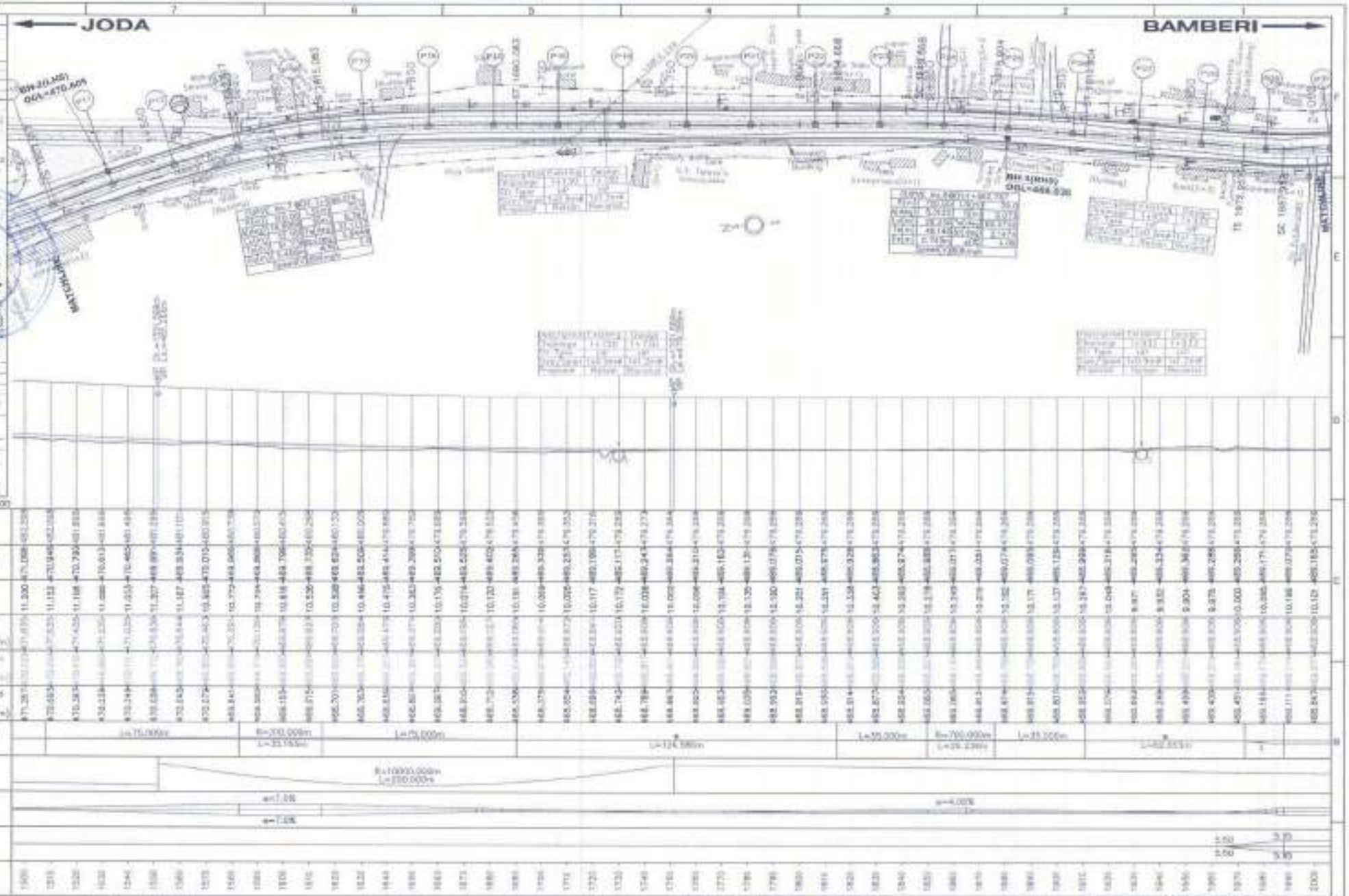
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553669
email:business@arkitechno.com,Web:www.arkitechno.com

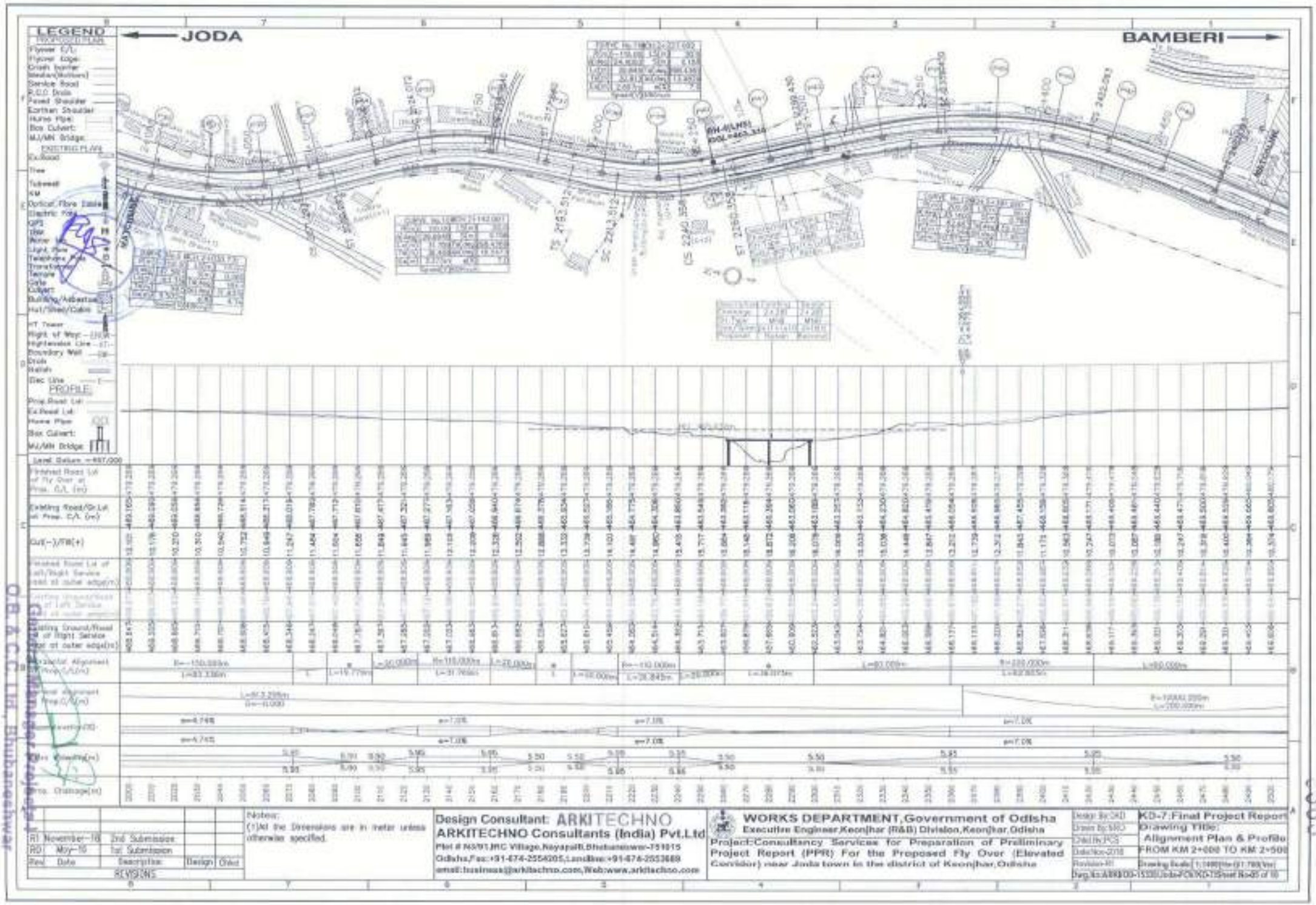
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

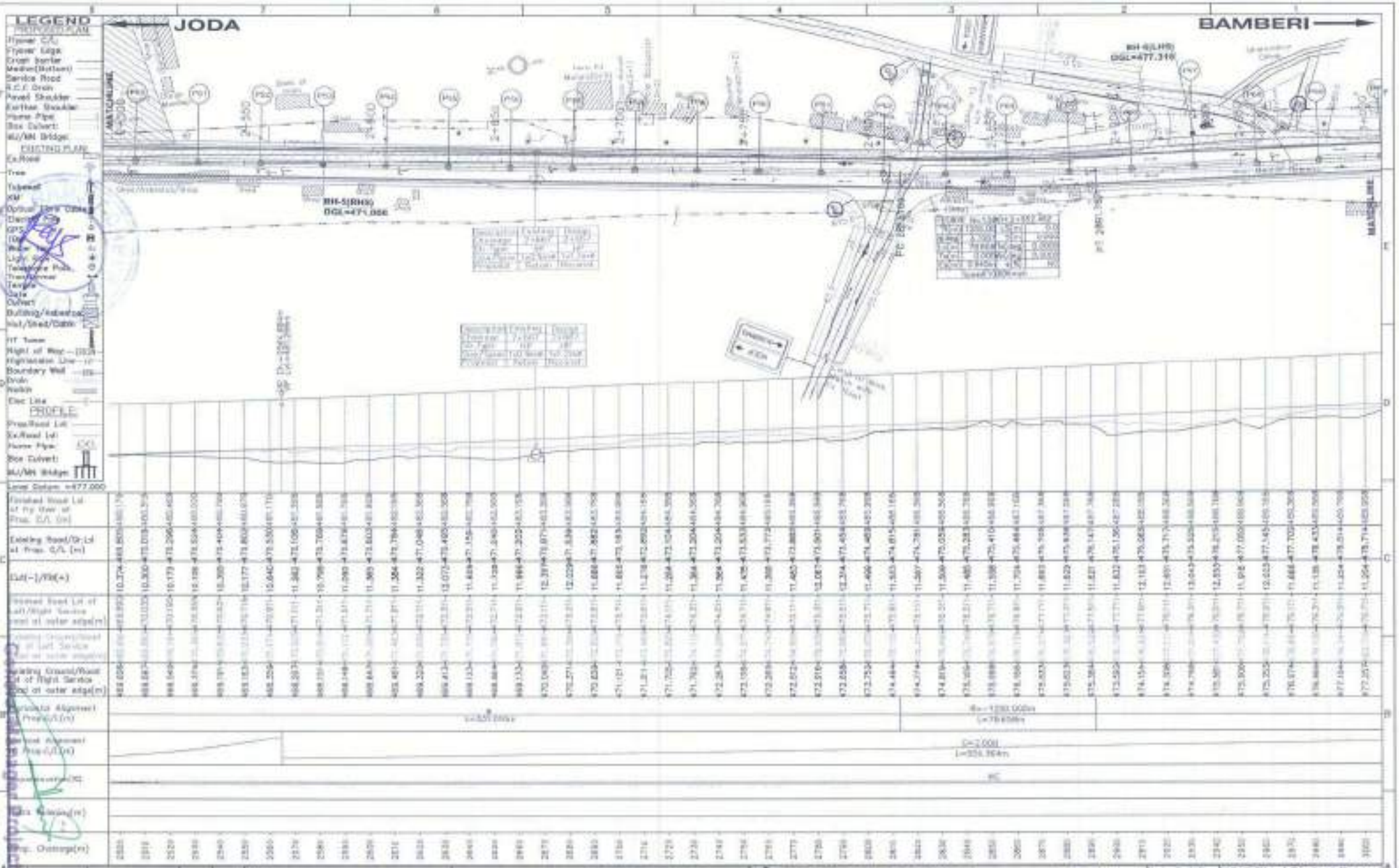
Design By:OKD	KD-7:Final Project Report
Draw By:NKJ	Drawing Title:
Chkd By:PCS	Alignment Plan & Profile
Date:Nov-2018	FROM KM 0+500 TO KM 1+600
Revision-R1	Drawing Scale:1:1000(Hor)/1:100(Ver)
Dwg No:ARK/06-1133/Joda-FO/KD-7/Sheet No-02 of 10	

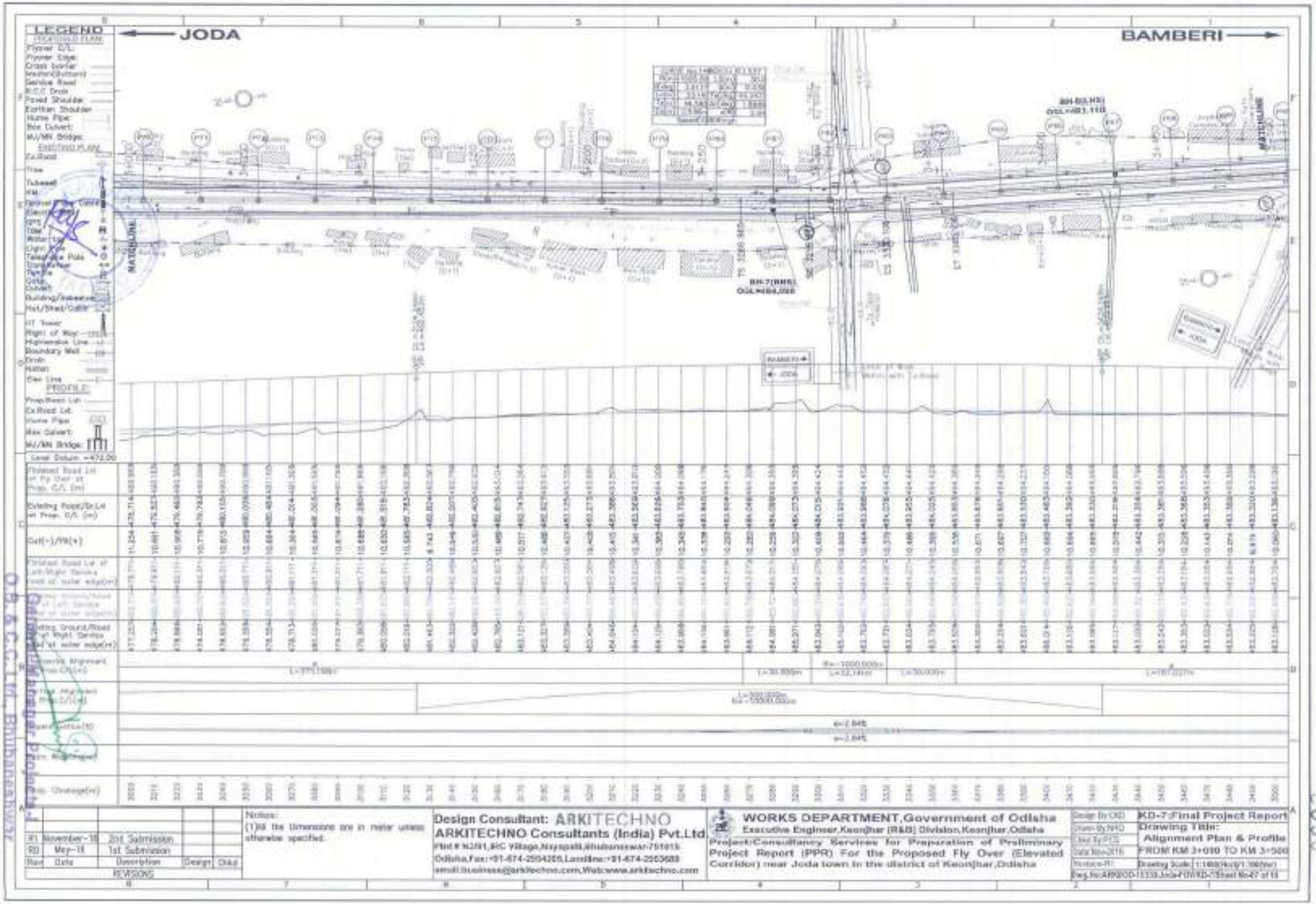
O.R.R.C.C. Ltd., Bhubaneswar

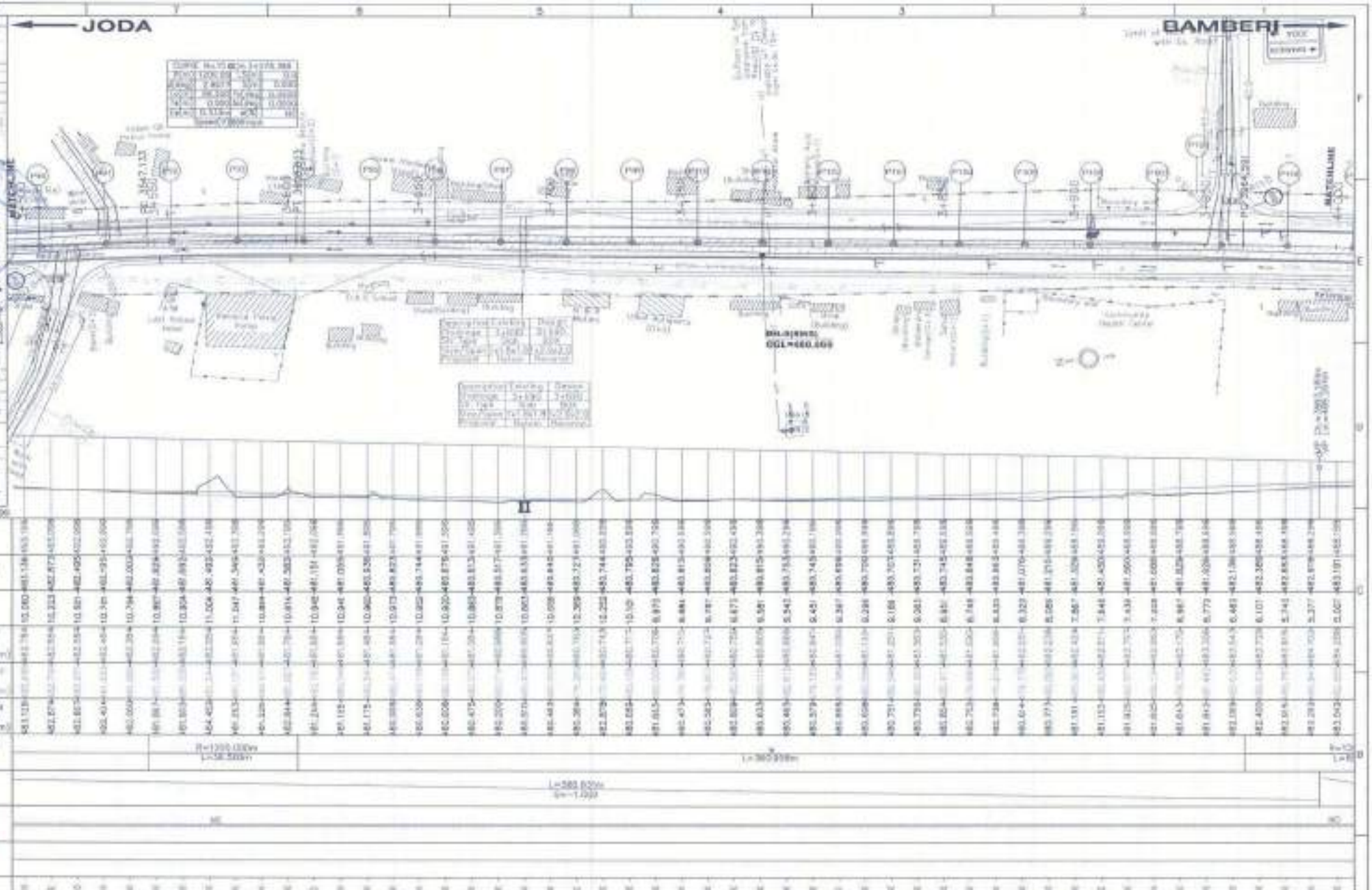

JODA
BAMBERI
LEGEND
Flyover C/L
Flyover Edge
Crash barrier
Median(Bottom)
Service Road
R.C.C Drain
Paved Shoulder
Earthen Shoulder
Hume Pipe
Box Culvert
MJ/MN Bridge
EXISTING FLANE
Ex.Road
Tree
Tubewell
Well
Defined R.O.W. Cable
Cen.Pillar
GPS
TBM
Water Tap
Light Pole
Telephone Pole
Transformer
Temple
Gate
Culvert
Building/Industrial
Hut/Shed/Cabin
HT Tower
Right of Way
Hightension Line
Boundary Wall
Drain
Nalla
Elec Line
PROPOSED
Prop.Road Lvl
Ex.Road Lvl
Hume Pipe
Box Culvert
MJ/MN Bridge
Level Datum =482.000
Finished Road Lvl at Fly Over at Prop. C/L (m)
Existing Road/Gr.Lvl at Prop. C/L (m)
Cut(-)/Fill(+)
Finished Road Lvl at Left/Right Service Road at outer edge(m)
Existing Ground/Road Lvl at Left Service Road at outer edge(m)
Existing Ground/Road Lvl at Right Service Road at outer edge(m)
Horizontal Alignment at Prop.C/L(m)
Vertical Alignment at Prop.C/L(m)
Longitudinal Gradient
Curve Radius(m)
Prop. Chainage(m)
Notes:
(1)All the Dimensions are in meter unless otherwise specified.
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N/191,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554265,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha
Design By:CAD
Drawn By:RKJ
Chkd By:PCS
Date:Nov-2018
Revision:R1
Drawing Scale:1:1000(Hor)/1:100(Ver)
Dwg.No:ARK/05-1533/Joda-FOW/KD-7/Sheet No-63 of 18
KD-7:Final Project Report
Drawing Title:
Alignment Plan & Profile
FROM KM 1+000 TO KM 1+500
R1 November-18 2nd Submission
R0 May-18 1st Submission
Rev Date Description Design Chkd
REVISIONS
Proposed Flyover at Bhubaneswar
OHCCL Bhubaneswar


JODA
BAMBERI
LEGEND
PROFILE
Level Datum =457.000
Finished Road Lvl of Fly Over at Prop. C/L (m)
Existing Road/Gr.Lvl at Prop. C/L (m)
Cut(-)/Fill(+)
Existing Ground/Road Lvl of Right Service Road at outer edge(m)
Proposed Alignment at Prop.C/L(m)
Prop. chainage(m)
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N/91,RC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554285,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha
KD-7:Final Project Report
Drawing Title:
Alignment Plan & Profile
FROM KM 1+500 TO KM 2+000
01 November-18 2nd Submission
00 May-18 1st Submission
Rev Date Description Design Chkd
REVISIONS
Notes:
(1)All the Dimensions are in meter unless otherwise specified.


JODA
BAMBERI
LEGEND
PROFILE
Level Datum = 497.000
Notes:
(1)All the Dimensions are in meter unless otherwise specified.
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
WORKS DEPARTMENT, Government of Odisha
Executive Engineer, Keonjhar (R&B) Division, Keonjhar, Odisha
Project: Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar, Odisha
KD-7: Final Project Report
Drawing Title:
Alignment Plan & Profile
FROM KM 2+000 TO KM 2+500
R1 November-18 2nd Submission
R0 May-18 1st Submission
Rev Date Description Design Chkd
REVISIONS


LEGEND
JODA
BAMBERI
BH-5(RHS)
DGL=471.056
BH-6(LHS)
DGL=477.319
PROFILE
Notes:
(1)All the Dimensions are in meter unless otherwise specified.
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
WORKS DEPARTMENT, Government of Odisha
Executive Engineer, Keonjhar (R&B) Division, Keonjhar, Odisha
Project: Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar, Odisha
KD-7: Final Project Report
Drawing Title:
Alignment Plan & Profile
FROM KM 2+500 TO KM 3+000
R1 November-16 2nd Submission
R0 May-16 1st Submission
REVISIONS


JODA
BAMBERI
LEGEND
PROPOSED PLAN
Flyover C/L
Flyover Edge
Cross barrier
Median(Bottom)
Service Road
R.C.C Drain
Paved Shoulder
Earthen Shoulder
Hume Pipe
Box Culvert
MJ/MN Bridge
EXISTING PLAN
Ex.Road
Tree
Tubewell
KM
Telephone Cable
Electric Pole
GPS
Tree
Water Tap
Light Pole
Telephone Pole
Transformer
Pipeline
Cattle
Culvert
Building/Kabeena
Hut/Shed/Gallir
HT Tower
Right of Way
Highwaslus Line
Boundary Wall
Drain
Water
Elec Line
PROFILE
Prop.Road Lvl
Ex.Road Lvl
Hume Pipe
Box Culvert
MJ/MN Bridge
Level Datum =472.00
NATIONALINE
BH-7(RHS)
OGL=464.050
BH-8(LHS)
OGL=463.110
Finished Road Lvl at Fly Over at Prop. C/L (m)
Existing Road/Gr.Lvl at Prop. C/L (m)
Cut(-)/Fill(+)
Finished Road Lvl at Left/Right Service road at outer edge(m)
Existing Ground/Road Lvl at Left Service road at outer edge(m)
Existing Ground/Road Lvl at Right Service road at outer edge(m)
Horizontal Alignment Radius C/L(m)
Vertical Alignment Radius C/L(m)
Super Elevation(%)
Chainage(m)
L=377.588m
L=30.000m
L=12.141m
L=30.000m
L=187.027m
L=500.000m
Rv=10000.000m
e=2.0%
e=2.0%
Notes:
(1)All the Dimensions are in meter unless otherwise specified.
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # NJ/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554265,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha
Design By:OKD
Drawn By:NKD
Chkd By:PTS
Date:Nov-2016
Version:R1
Drawing Scale:1:1000(Hor)/1:100(Ver)
Dwg.No:ARK/KOD-1133-Joda-FO/KD-7/Sheet 6to47 of 18
KD-7:Final Project Report
Drawing Title:
Alignment Plan & Profile
FROM KM 3+030 TO KM 3+500
R1 November-16 2nd Submission
R0 May-16 1st Submission
Rev Date Description Design Chkd
REVISIONS
Odisha Bridge Project
Odisha Bridge Project Ltd, Bhubaneswar



Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	May-15	1st Submission		

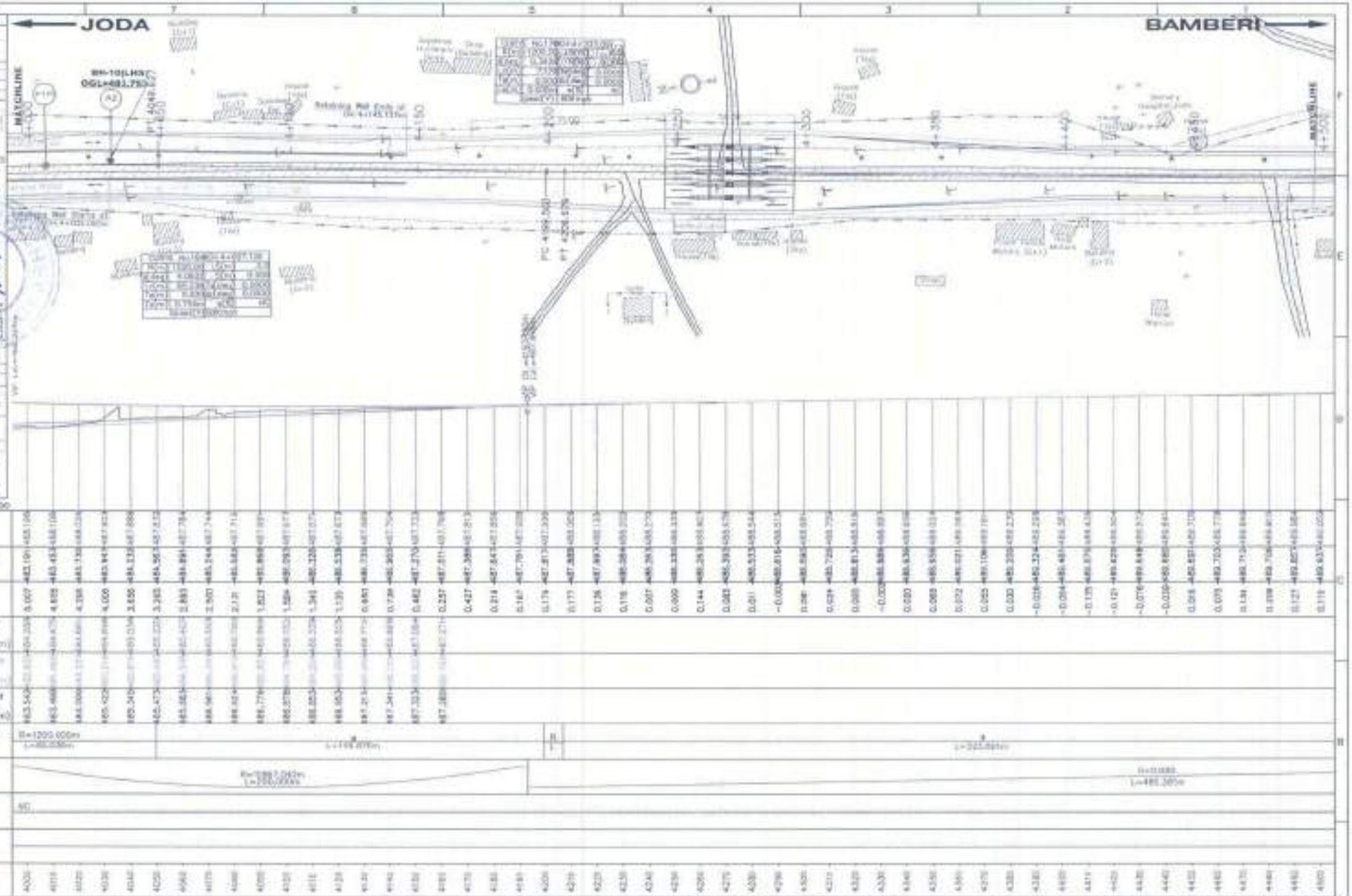
REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # NJ/81,RC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554285,Landline:+91-674-2553589
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD	KD-7:Final Project Report
Drawn By:PKD	Drawing Title:
Chkd By:PCS	Alignment Plan & Profile
Date:Nov-2016	FROM KM 3+500 TO KM 4+050
Revision:R1	Drawing Scale: 1:1000(Hor)/1:100(Ver)
Dwg.No:ARK/KDI-15318-Joda-FOW/KD-7/Sheet No:08 of 19	



Rev	Date	Description	Design	Chkd
R1	November-16	2nd Submission		
R0	May-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N2/81,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:KD	KD-7:Final Project Report
Drawn By:NKD	Drawing Title:
Chkd By:PCS	Alignment Plan & Profile
Date:Nov-2016	FROM KM 4+000 TO KM 6+500
Revision:R1	Drawing Scale: 1:1488(Hor)/1:200(Ver)
	Dwg.No:ARK/005-1331/Joda-FOW/KD-7/Sheet No-09 of 19

DB & CC Ltd, Bhubaneswar

0367

LEGEND

PROPOSED PLAN

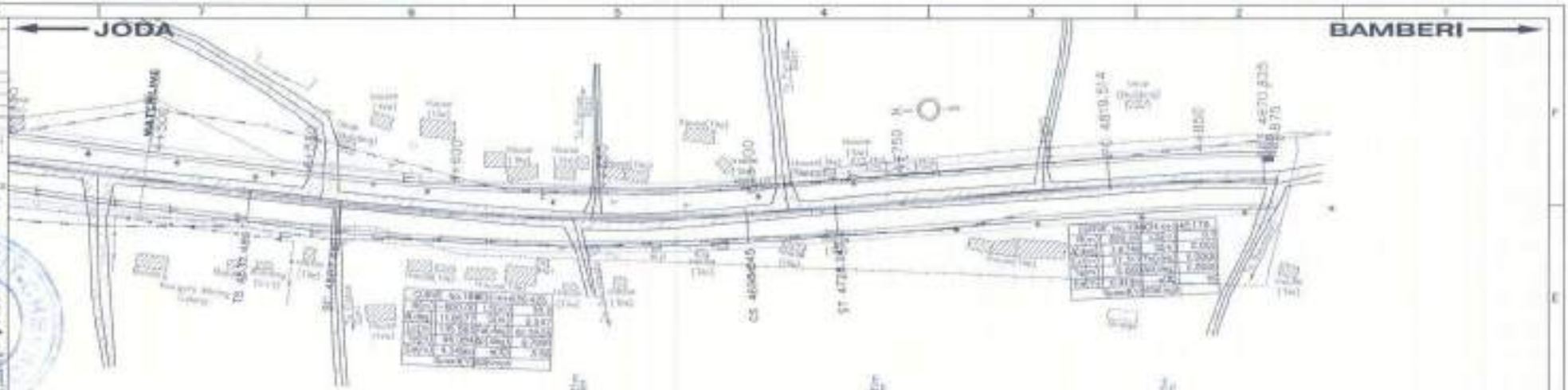
Flyover C/L
Flyover Edge
Drain barrier
Median(Divider)
Service Road
R.C.C Drain
Paved Shoulder
Earthen Shoulder
Hume Pipe
Box Culvert
MJ/MN Bridge

EXISTING PLAN

Ex.Road
Tree
Tubewell
KM
Vertical Plane Colour
Electric
GPS
Tiles
Water Tap
Light Pole
Telephone Pole
Transformer
Temple
Gate
Culvert
Building/Additional
Hut/Shed/Cabin
HT Tower
Right of Way
Hightension Line
Boundary Wall
Drain
Nullah
Elec Line

PROFILE

Prop.Road Lvl
Ex.Road Lvl
Hume Pipe
Box Culvert
MJ/MN Bridge



Level Datum =463.00

Finished Road Lvl of Fly Over at Prop. C/L (m)	
Existing Road/Gr.Lvl at Prop. C/L (m)	
Cut(-)/Fill(+)	
Finished Road Lvl of Left/Right Service road at outer edge(m)	
Existing Ground/Road Lvl at Left Service road at outer edge(m)	
Existing Ground/Road Lvl at Right Service road at outer edge(m)	
Horizontal Alignment at Prop. C/L(m)	L=80.000m; R=-900.000m L=135.585m; L=30.000m; L=38.489m; R=800.000m L=51.312m
Vertical Alignment at Prop. C/L(m)	L=100.000m R=-3804.7 Km; L=96.915m R=-1.000
Super Elevation(%)	e=3.50%
Lane Widening(m)	
Ch. Chainage(km)	

Rev	Date	Description	Design.	Chkd
RT	November-16	2nd Submission		
RO	May-16	1st Submission		

REVISIONS

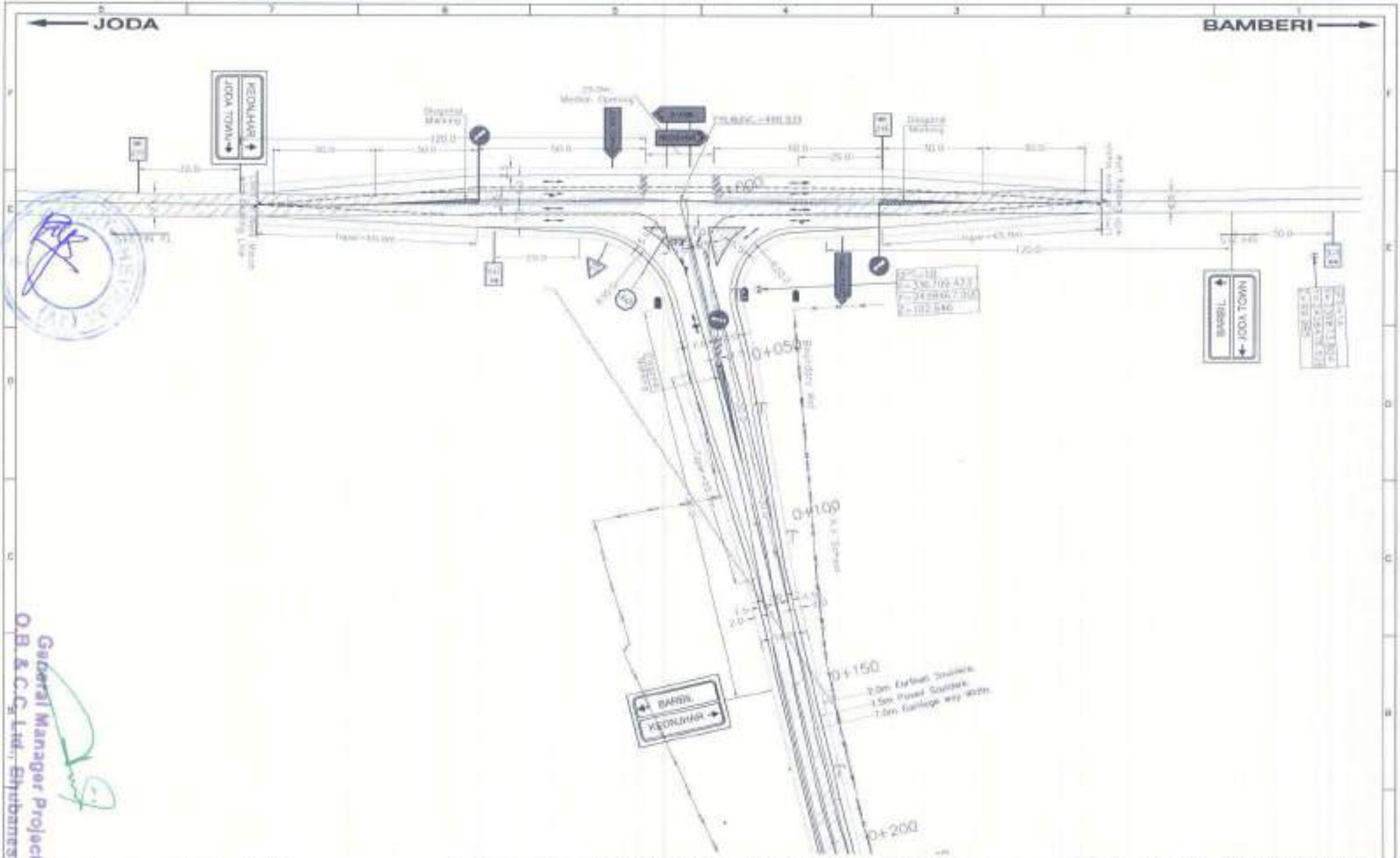
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553989
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:OKD	KO-7:Final Project Report
Drawn By:RKD	Drawing Title:
Chkd By:PCS	Alignment Plan & Profile
Date:Nov-2016	FROM KM 4+500 TO KM 4+875
Revision:R	Drawing Scale: 1:1400(Hor)1:200(Ver)
Dwg.No:ARK/KO-1533/Joda-FO/WD-7/Sheet No-10 of 16	

08.06.2017 Bhubaneswar



Rev	Date	Description	Design	Chkd
R0	November-16	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

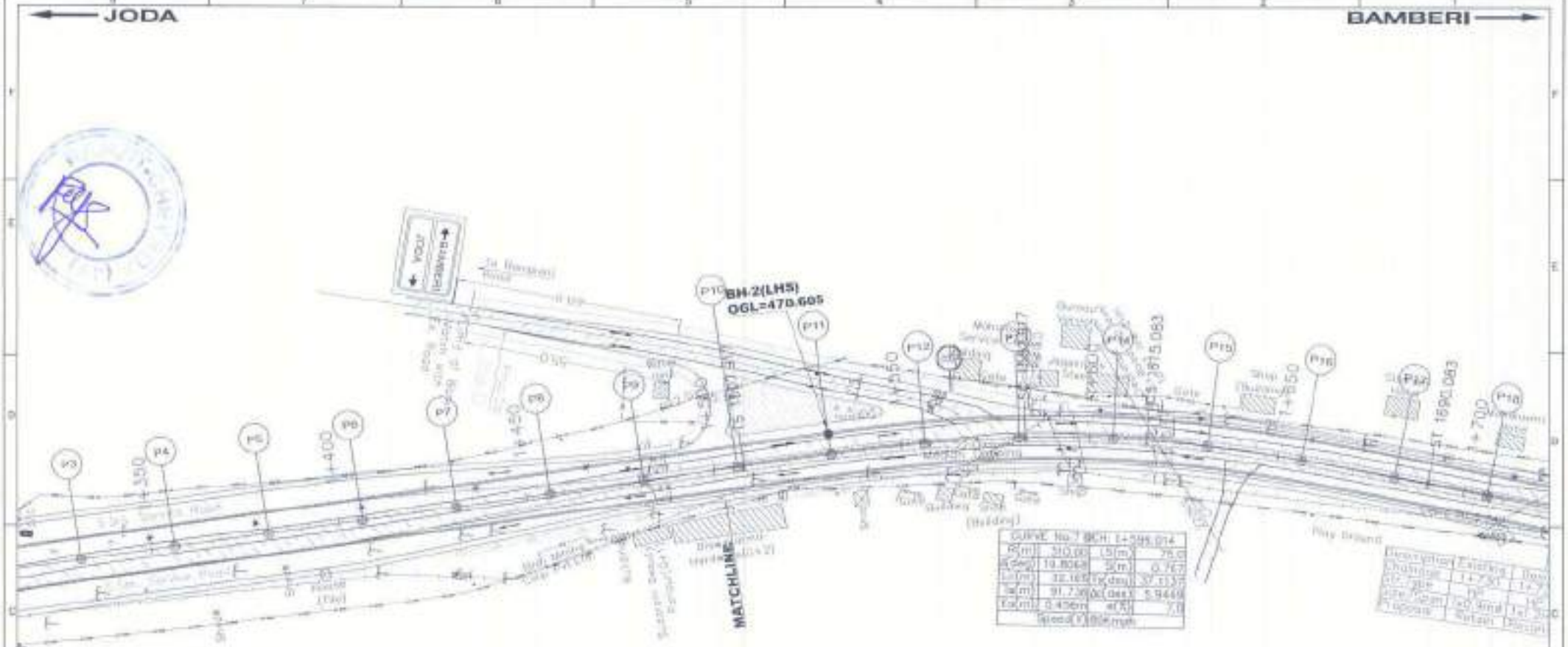
Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # NA/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553885
email:business@arkitechno.com,Web:www.arkitechno.com

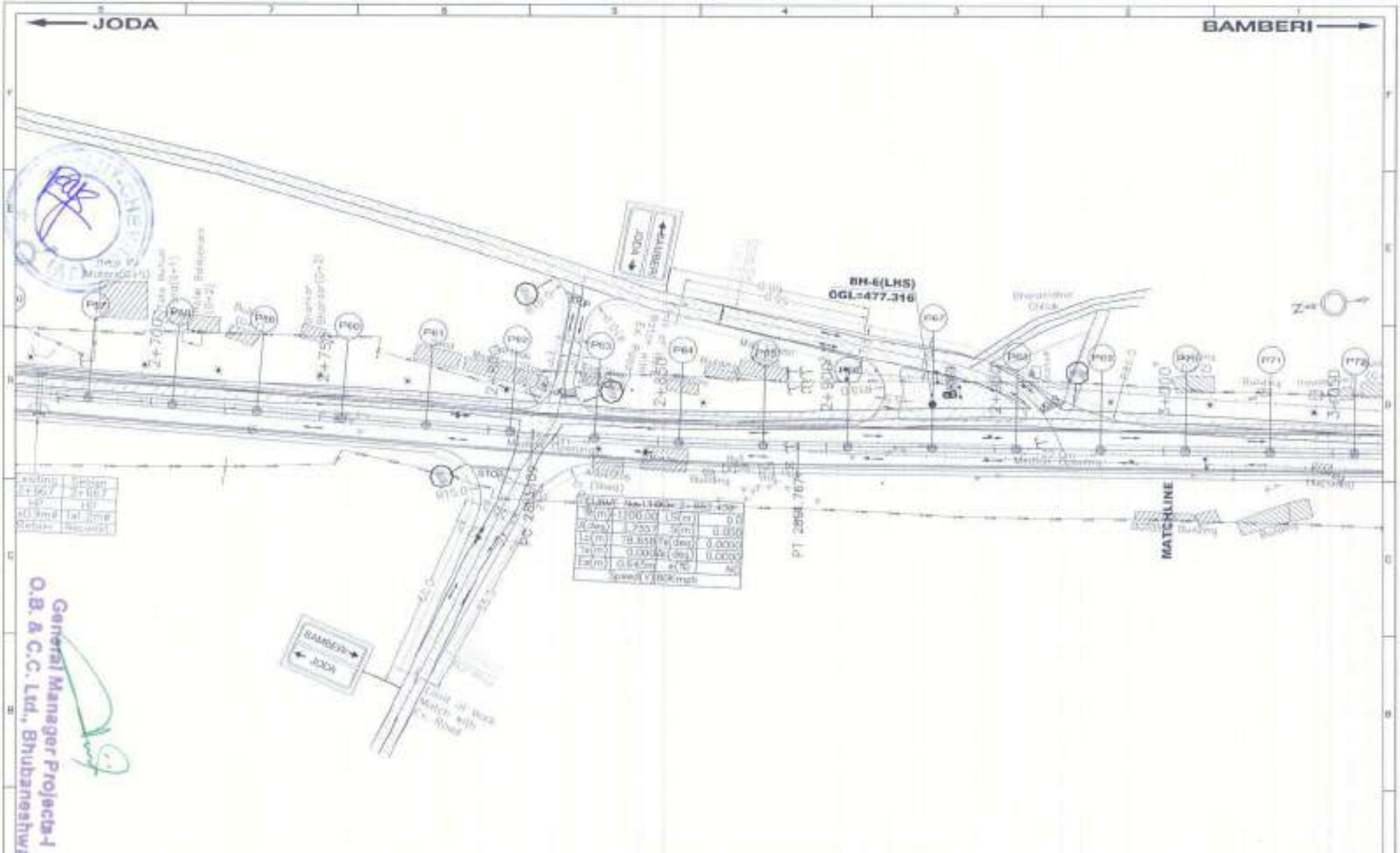
WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CKD	KD-7:Final Project Report
Drawn By:ARD	Drawing Title:
Chkd By:PCS	Details of Minor Junction at Ch:0.000
Date:Nov-2016	
Revision:R0	Drawing Scale: 1:1000
Dwg.No:ARK/OD-1538/Joda-FDVR/D-19/ed-000	

General Manager Projects
O.B.&C.C. Ltd., Bhubaneswar

C3C9


JODA
BAMBERI
BH-2(LHS)
OGL=470.605
MATCHLINE
P3
P4
P5
P6
P7
P8
P9
P10
P11
P12
P13
P14
P15
P16
P17
P18
+350
+400
+450
+500
+550
+600
+650
+700
Play Ground
Shop
Shop
Shop



Rev	Date	Description	Design	Chkd
R0	November-18	1st Submission		

REVISIONS

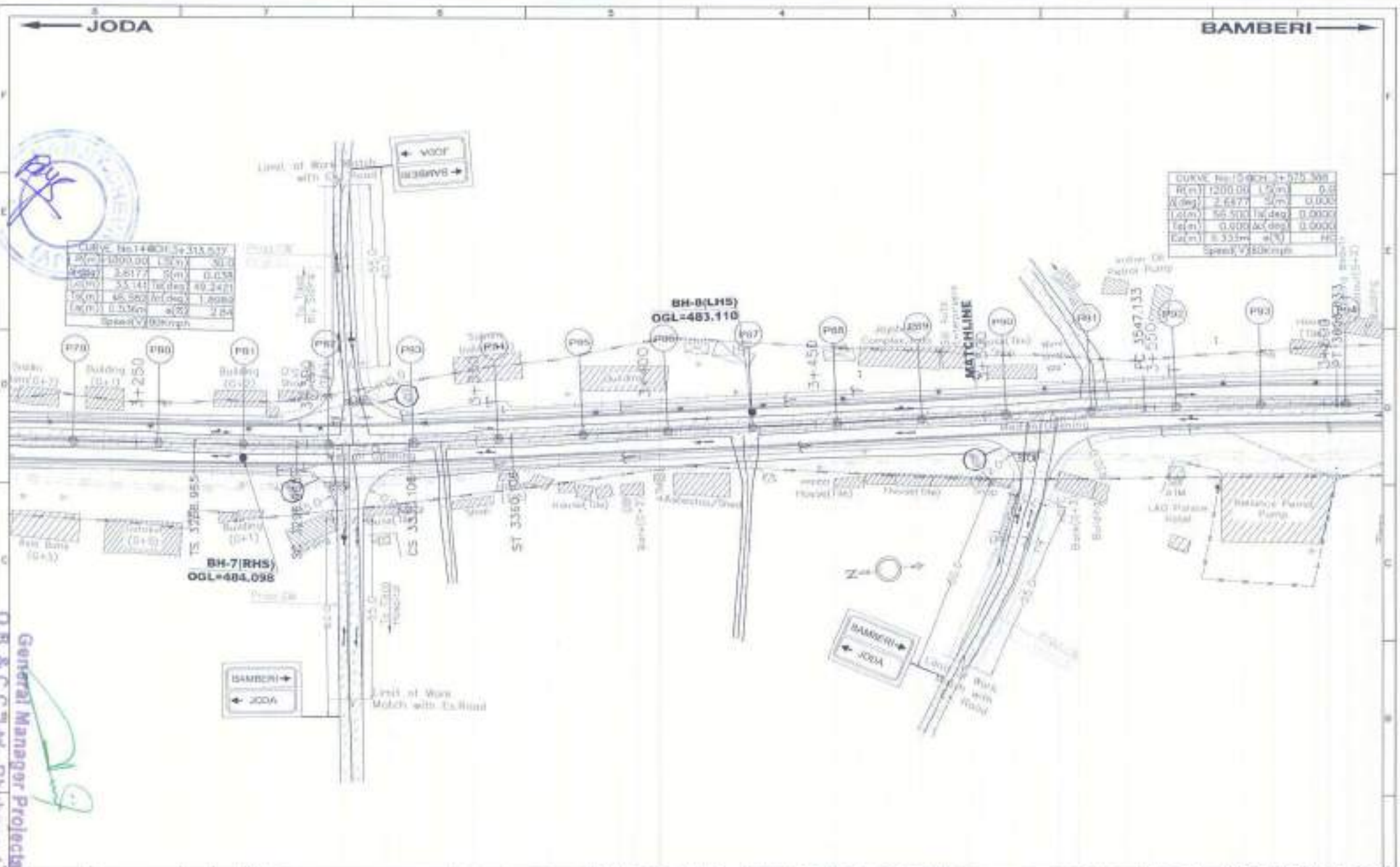
Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553689
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:DD	KD-7:Final Project Report
Drawn By:DRD	Drawing Title:
Chkd By:PCS	Details of Minor Junction at Ch:2,810m & Ch:2,865
Date:Nov-2018	
Revision:R0	Drawing Scale: 1:1000

0371



Rev	Date	Description	Design	Chkd
	RD November-16	1st Submission		

REVISIONS

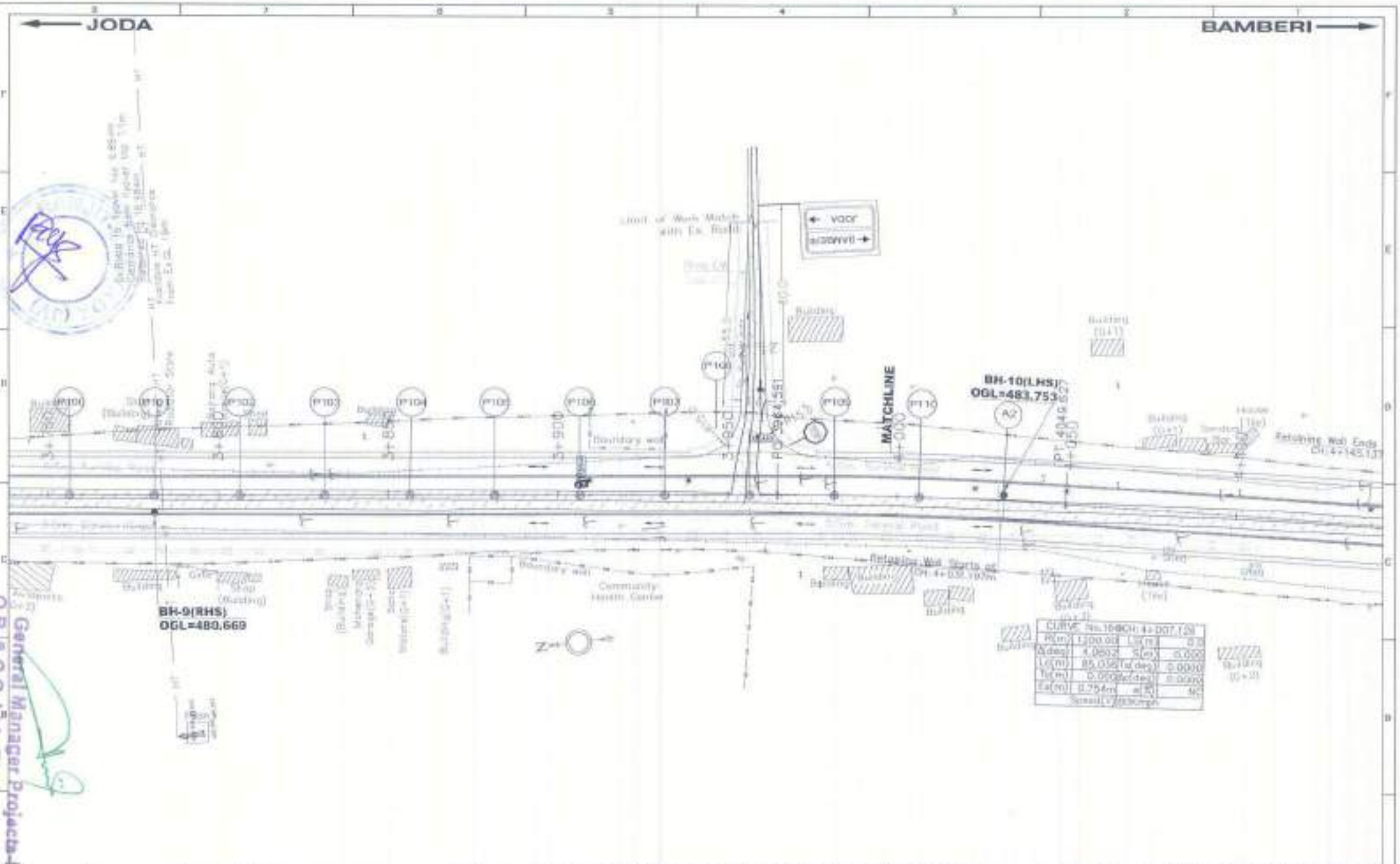
Notes:
(1)All the Dimensions are in metre unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553889
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT, Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:CRD	KD-7:Final Project Report
Drawn By:MRD	Drawing Title:
Chkd By:PCS	Details of Minor Junction at Ch:3,310m & Ch:3,565
Date:Nov-2016	
Revision-IV	Drawing Scale: 1:1000

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneswar



Rev.	Date	Description	Design	Chkd
00	November-18	1st Submission		

REVISIONS

Notes:
(1)All the Dimensions are in meter unless otherwise specified.

Design Consultant: ARKITECHNO
ARKITECHNO Consultants (India) Pvt.Ltd
Plot # N3/91,IRC Village,Nayapalli,Bhubaneswar-751015
Odisha,Fax:+91-674-2554205,Landline:+91-674-2553989
email:business@arkitechno.com,Web:www.arkitechno.com

WORKS DEPARTMENT,Government of Odisha
Executive Engineer,Keonjhar (R&B) Division,Keonjhar,Odisha
Project:Consultancy Services for Preparation of Preliminary Project Report (PPR) For the Proposed Fly Over (Elevated Corridor) near Joda town in the district of Keonjhar,Odisha

Design By:DKD
Drawn By:NKD
Chkd By:PCD
Date:Nov-2018
Revision:00
Drawing Scale: 1:500

KD-7:Final Project Report
Drawing Title:
Details of Minor Junction at Ch:3,950m.

General Manager Projects
O.B.R.C.C.Ltd., Bhubaneswar

OTHER DOCUMENTS

General Manager Projects-I

Opening of Financial Proposals for Bid Identification No.06/P&D/OBCC/2020-21

Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda-Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha

Date of Opening: 03:00 PM on 06.10.2020 Tender ID: 2020_OBCC_61445_1

Sl No	Name of the Participant	Financial Proposal	Signature
1	SP Singla constructions Pvt ltd	**Rs 1477700000.00**	
2	ASHIRBAD CONSTRUCTION	**Rs 1590200000.00**	
3	L and T GeoStructure LLP	**Rs 1600000000.00**	
4	VIJAY NIRMAN COMPANY PVT. LTD.	**Rs 1567000000.00**	
5	Royal Infraconstru Limited	**Rs 1479680000.00**	
6	URC Construction Pvt. Ltd	**Rs 1821924000.00**	
7	RANJIT BUILDCON LIMITED	**Rs 1441100000.00**	
8	NIRAJ CEMENT STRUCTURALS LTD	**Rs 1486500000.00**	

Total Eight (08) nos. of financial proposals opened successfully.

06/10/2020 6/10/2020 6/10/20

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

BOQ Summary Details

Tender Title: Construction of 3 km long three lane flyover (elevated corridor) near Joda town including improvement of road stretch of Joda Bamberi section between km 0.000 to km 4.875 in the district of Keonjhar in the State of Odisha

Tender ID: 2020_OBCC_61445_1

Sheet Name	Sl.No	Bidder Name	Amount	Bid Rank
BoQ1	1	RANJIT BUILDCON LIMITED	1441100000.00	L1
	2	sp singla constructions pvt ltd	1477700000.00	L2
	3	Royal Infraconstru Limited	1479680000.00	L3
	4	NIRAJ CEMENT STRUCTURALS LTD	1486500000.00	L4
	5	VIJAY NIRMAN COMPANY PVT. LTD.	1567000000.00	L5
	6	ASHIRBAD CONSTRUCTION	1590200000.00	L6
	7	L and T GeoStructure LLP	1600000000.00	L7
	8	URC Construction Pvt. Ltd.	1821924000.00	L8

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Procurement System Government of Odisha

Created By: RAMESH ROTA

Tender Title: Construction of 3 km long three lane flyover (elevated portion) near Jaba town including improvement of road stretch of Jaba Sankhari section between km 0.000 to km 4.175 in the district of Khordha in the State of Odisha

Tender ID: 2020_OBCC_91448_1

Tender Inviting Authority: Managing Director, O.B.&C.C. Ltd.,Saki Bhawan, Bhubaneswar, Odisha

Name of Work: Construction of 3 km long three lane flyover (elevated portion) near Jaba town including improvement of road stretch of ca

RFP Bid Identification No.: BMP&ROB/OBCC/2020-21

Schedule of Work (Price)

BOQ	Description of Work (Items)	Nos/If Qty	Units	Estimated Rate	JAI BHAGAT CONSTRUCTION		SD Bhatia Infrastructure pvt ltd		Royal Infraspace Limited		NIRAJ BIRAKISHOR PRIVATE LIMITED		SANJIT BUILDCON LIMITED		PRIYA Construction Pvt. Ltd.		Lara T Infrastructure LLP		RAJU CHAVAT STRUCT.PVT.LTD.	
					Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount
1.00	I/We hereby submit our BID and offer a BID Price for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement. In witness thereof, we submit this BID under and in accordance with the terms of the RFP document.	1.00	Nos	1091200000.00	1940000000.00	1940000000.00	1477100000.00	1477100000.00	1479860000.00	1479860000.00	1487500000.00	1487500000.00	1441100000.00	1441100000.00	1621434000.00	1621434000.00	1600000000.00	1600000000.00	1499000000.00	1499000000.00

L1 Amount	L1 Vendor
1441100000.00	SANJIT BUILDCON LIMITED

Total in Figures :

JAI BHAGAT CONSTRUCTION	SD Bhatia Infrastructure pvt ltd	Royal Infraspace Limited	NIRAJ BIRAKISHOR PRIVATE LIMITED	SANJIT BUILDCON LIMITED	PRIYA Construction Pvt. Ltd.	Lara T Infrastructure LLP	RAJU CHAVAT STRUCT.PVT.LTD.
1940000000.00	1477100000.00	1479860000.00	1487500000.00	1441100000.00	1621434000.00	1600000000.00	1499000000.00

Lowest Amount Quoted By: SANJIT BUILDCON LIMITED(1441100000.00)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

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RANJIT - CHEVROX (JV)

Ref.: RBL-CCPL/P/JODA/2020-21/025

Date: 19.11.2020

To,
The Managing Director
O.B. & C.C. Ltd, Setu Bhavan
Nayapalli, Bhubaneswar-751012
Tel no.: 0674- 2396309
Email: mdobcc@gmail.com

Sub.: Acceptance of Letter of Award (LoA)

Ref.: (1) Name of Work: "Construction of 3 Km Long Three Lane Flyover (Elevated Corridor) Near Joda Town Including Improvement of Road Stretch of Joda-Bamberi Section Between Km 0.000 To Km 4.875 In The District of Keonjhar In The State Of Odisha"

(2) LOA No: 6800 dated 16/11/2020

Dear Sir,

We convey our sincere thanks for the issuing us the LOA dated 16.11.2020 for prestigious Project at Joda.

As desired by you, we are sending the accepted copy of the Letter of Acceptance (LOA) duly signed & stamped for your reference & record.

Thanking you & assuring you best of our services every time.

For, **RANJIT - CHEVROX (JV)**

RANJIT JV CHEVROX

Mukesh Kumar M. Patel
Authorised Signatory

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

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ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ
(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)

No: 6800 / Date 16/11/2020
File: PCF- 897/19-20

To

Ranjit-Chevrox (JV)
134-C, Old Market Yard,
Unjha, Thaltej-Shilaj Road,
Ahmedabad 380 059
e-mail: info@ranjitbuildcon.com

(Kind attention: Sri Mukesh Kumar M Patel, Authorised Signatory)

Sub:- Construction of 3 km. long Three Lane Flyover (Elevated Corridor) near Joda Town including improvement of Road Stretch of Joda-Mambari section between km. 0.000 to km 4.875 in the district of Keonjhar in the state of Odisha on EPC mode contract- **Letter of Award (LOA).**

Ref: i.) RFP Identification No. 06/P&D/OBCC/2020-21
[Online Tender ID : 2020_OBCC_61445_1]
ii.) Your application opened on 6th October 2020

Sir,

This is to notify that your Financial Proposal against the above cited RFP of ₹ **144,11,00,000.00 (Rupees one hundred and forty four crore eleven lakh only)** opened on 06.10.2020, through Odisha e-Procurement Portal for the subject road project is hereby accepted by Odisha Bridge and Construction Corporation Limited, Bhubaneswar declaring you as the 'Selected Bidder'. The construction period is 30 (Thirty) months, including, rainy seasons, from the Appointed date.

2. You are hereby requested to confirm your acceptance of this LOA and return the duplicate copy of the LOA duly signed in acknowledgement thereof within seven days as per the conditions stipulated in the RFP under clause 3.3.4.

3. You are required to execute the 'Contract Agreement 'within 15(Fifteen) days from the date of award of this LOA as per the conditions stipulated in the RFP under clause 3.3.5.

4. In accordance with clause 2.20.6 of the RFP, before signing of agreement, you are required to furnish an '**Additional Performance security**' for amount of **₹15,01,00,000.00 (Rupees fifteen crore and one lakh only)** in shape of Term Deposit Receipt pledged in favour of Managing Director, OB & CC Ltd /Bank Guarantee in favour of the Managing Director, OB & CC Ltd from any Public sector Bank in India counter guaranteed by its local branch at Bhubaneswar, for the agreement period within seven days of issue of Letter of Award (LoA).

5. Further, as per clause 2.20.6 of the RFP document and Article 7 of the draft EPC agreement, you are requested to furnish a 'Performance Security' by way of an irrecoverable and unconditional Bank Guarantee of **₹ 10,80,82,500.00 (Rupees ten crore eighty lakh eighty two thousand five hundred only)** in favour of Managing Director, OB & CC Ltd from any

General Manager Project
O.B. & C.C. Ltd., Bhubaneshwar

RANJIT CHEVROX

1797

Public sector Bank in India, counter guaranteed by its local branch at Bhubaneswar in the form set forth in Schedule 'G' of the Bid Document valid until 60 days after Defect Liability Period.

You are required to comply all the terms and conditions as set forth in the RFP documents and subsequent amendments issued.

Yours faithfully

16/11/2020

E.I.C.-cum-MANAGING DIRECTOR

Memo No. 6801 Dt. 16/11/2020

Copy submitted to the Commissioner-cum-Secretary, Works Department, Lokseva Bhawan, State Secretariat, Bhubaneswar for favour of kind information. This is with reference to the approval communicated vide Works Department No. 13950 Dt. 13.11.2020.

E.I.C.-cum-MANAGING DIRECTOR

Memo No. 6802 (2) Dt. 16/11/2020

Copy forwarded to Engineer-in-Chief (Civil), Odisha / Chief Engineer, D.P.I. & Roads, Odisha for information.

E.I.C.-cum-MANAGING DIRECTOR

Memo No. 6803 (5) Dt. 16/11/2020

Copy forwarded to Revenue Divisional Commissioner (CD), Cuttack / District Magistrate and Collector, Keonjhar / Superintendent of Police, Keonjhar / Executive Officer, Joda Municipality, Joda / District Labour Officer, Keonjhar for favour of information.

E.I.C.-cum-MANAGING DIRECTOR

Memo No. 6804 (2) Dt. 16/11/2020

Copy forwarded to Superintending Engineer, Keonjhar (R&B) Circle / Executive Engineer, Keonjhar (R&B) Division for favour of information.

E.I.C.-cum-MANAGING DIRECTOR

Memo No. 6805 (2) Dt. 16/11/2020

Copy forwarded to Sr. Project Manager, Berhampur I/C DMF works, Joda / Manager (Finance), Head Office, OB & CC Ltd. for information and necessary action.

Sr. Project Manager, Berhampur I/C DMF works, Joda is hereby authorised to sign the Contract on behalf of the Employer.

E.I.C.-cum-MANAGING DIRECTOR

RANJIT CHEVROL

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

0381

RANJIT - CHEVROX (JV)

Ref.: RBL-CCPL/P/JODA/2020-21/049 Date: 28/12/2020

To,
The Managing Director
O.B. & C.C. Ltd, Setu Bhavan
Nayapalli, Bhubaneswar-751012
Tel no.: 0674- 2396309
Email: mdobcc@gmail.com

Sub.: Submission of Legal Opinion

Name of Work: "Construction of 3 Km Long Three Lane Flyover (Elevated Corridor) Near Joda Town Including Improvement Of Road Stretch Of Joda-Bamberi Section Between Km 0.000 To Km 4.875 In The District Of Keonjhar In The State Of Odisha"

Ref.: (1) LOA No: 6800 dated 16.11.2020

Dear Sir,

With reference to above cited subject, we hereby submit Legal Opinion signed & stamped by legal counsel as per the requirement mentioned in Point - (E), sub point - (i), - Part I – Preliminary of EPC Agreement.

Thanks & Regards.

For, **RANJIT - CHEVROX (JV)**

RANJIT JV CHEVROX

Mukesh Kumar M. Patel
Authorised Signatory

Encl: Legal Opinion

SM(P&D)
pl. put up

CME
to pl. comment

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

B.K .MOHANTY, ADVOCATE
ORISSA HIGH COURT, CUTTACK,
RES/OFF: - P.N-1317, BRAMHESWER
PATTNA, BHUBANESWER-751018, ORISSA.

Ph.No : 0674-2381646
: 98531 94777
Date : 25-11-2020

LEGAL OPINION

To

The Managing Director
O.B. & C.C. Ltd, Setu Bhavan
Nayapalli, Bhubaneswar-751012
Tel no.: 0674- 2396309
Email: mdobcc@gmail.com

Sub.:- Written Legal Opinion on the authority of M/s Ranjit Buildcon Limited - M/s CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd.) JV to enter into Agreement/Contract for "Construction of 3 Km Long Three Lane Flyover (Elevated Corridor) Near Joda Town Including Improvement of Road Stretch of Joda-Bamberi Section Between Km 0.000 To Km 4.875 In The District of Keonjhar In The State Of Odisha"

QUERIST: **Ranjit Buildcon Limited,** as the Lead Member of the Consortium/Joint Venture between Ranjit Buildcon Limited and CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd.) JV.

The present written Legal Opinion has been sought by **Ranjit Buildcon Limited** (the **"Querist"),** in terms of what has been stated in RECITAL (E) (i) of Draft Agreement for "Construction of 3 Km Long Three Lane Flyover (Elevated Corridor) Near Joda Town Including Improvement of Road Stretch of Joda-Bamberi Section Between Km 0.000 To Km 4.875 In The District of Keonjhar In The State Of Odisha" (the "Contract"), which is reproduced herein under for ready reference:

"(E) After evaluation of the bids received, the Authority had accepted the bid of Ranjit Buildcon Limited - M/s CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd) JV and issued its Letter of Acceptance No. **6800** Dated **16.11.2020** (hereinafter called the "LOA") to the Ranjit Buildcon Limited - M/s CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd) JV for the work "Construction of 3 Km

RAM KESHARI MOHANTY
ADVOCATE-0-973
ORISSA HIGH COURT

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

B.K .MOHANTY, ADVOCATE
ORISSA HIGH COURT, CUTTACK,
RES/OFF: - P.N-1317, BRAMHESWER
PATTNA, BHUBANESWER-751018, ORISSA.

Ph.No : 0674-2381646
: 98531 94777
Date : 25-11-2020

Long Three Lane Flyover (Elevated Corridor) Near Joda Town Including Improvement of Road Stretch of Joda-Bamberi Section Between Km 0.000 To Km 4.875 in The District of Keonjhar in The State Of Odisha" at the contract price specified hereinafter, requiring the Ranjit Buildcon Limited - CHEVROX Constructions Private Limited JV to inter alia:

(i) deliver to the Authority a legal opinion from the legal counsel of Ranjit Buildcon Limited - CHEVROX Constructions Private Limited JV with respect to the authority of the Ranjit Buildcon Limited - CHEVROX Constructions Private Limited JV to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA;"

The Querist has placed in my hands, the following documents for perusal:

i. Memorandum and Articles of Association of **Ranjit Buildcon Limited**, a Company registered under the Companies Act, 1956, having its registered office at **Ranjit House, Opp. Sun Residency, Behind Bhagwat Bungalows RT. Side Road to Goga Maharaj Temple, Thaltej Shilaj Road, Thaltej, Ahmedabad - 380054**,
ii. Memorandum and Articles of Association of **Chevrox Constructions Private Limited (Formerly MHS Infratech Pvt. Ltd.)** , a Company registered under the Companies Act, 1956, having its registered office at **9th Floor-909, Times Square Arcade, Opp. Rambaug. Nr. Ravija Plaza, Thaltej-Shilaj Road, Thaltej, Ahmedabad - 380 059**,
iii. Draft Agreement (EPC Contract);
iv. Letter of Acceptance addressed by the **Odisha Bridge & Constructions Corporation Limited** to M/s. Ranjit Buildcon Limited - M/s CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd) JV, bearing No. **6800** , dated **16.11.2020** to the Bidder/Consortium/Joint Venture, (the "LOA");
v. Joint Bidding Agreement for Joint Venture, dated 31st July 2020 ; and

B.K. MOHANTY
ADVOCATE-0-973
ORISSA HIGH COURT

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

B.K .MOHANTY, ADVOCATE
ORISSA HIGH COURT, CUTTACK,
RES/OFF: - P.N-1317, BRAMHESWER
PATTNA, BHUBANESWER-751018, ORISSA.

Ph.No : 0674-2381646
: 98531 94777
Date : 25-11-2020

vi. Power of Attorney for Lead Member of Joint Venture, dated 31st July 2020

Having perused the aforesaid documents placed on record by the Querist, I have to, in terms of my written Legal Opinion, say as under:

I. The Querist, Ranjit Buildcon Limited was incorporated as a Limited company under the provision of the Companies Act, 1956, as amended from time to time, and has been duly and legally constituted on 13.12.2006 with the Registrar of Companies, Gujarat, at Ahmedabad.

II. The another party which is member of the Consortium/Joint Venture, CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd) was incorporated as Private Limited company, under the provision of the Companies Act, 1956, as amended from time to time, and has been duly and legally constituted on 03.08.2010 as MHS Private Limited Company and is ever-since existing and changed its name to CHEVROX Constructions Private Limited with effect from 13th December 2018.

III. The Querist, Ranjit Buildcon Limited and CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd) have formed a Consortium/Joint Venture by executing a Joint Bidding Agreement for Joint Venture, dated 31st July 2020 to participate and submit their BID for the captioned aforesaid Project namely "Construction of 3 Km Long Three Lane Flyover (Elevated Corridor) Near Joda Town Including Improvement of Road Stretch of Joda-Bamberi Section Between Km 0.000 To Km 4.875 In The District of Keonjhar In The State Of Odisha". The Joint Bidding Agreement for Joint Venture stipulates that Ranjit Buildcon Limited shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the EPC Contract. The Joint Bidding Agreement for Joint Venture also stipulates that Ranjit Buildcon Limited and CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd) shall be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the

RAM KESHARI MOHANTY
ADVOCATE-0-973
ORISSA HIGH COURT

RANJIT-CHEVROX (JV)

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

B.K .MOHANTY, ADVOCATE
ORISSA HIGH COURT, CUTTACK,
RES/OFF: - P.N-1317, BRAMHESWER
PATTNA, BHUBANESWER-751018, ORISSA

Ph.No : 0674-2381646
: 98531 94777
Date : 25-11-2020

RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

IV. In this regard, necessary provisions are also inserted in Clause 1.5 of the draft Agreement

V. The Querist, Ranjit Buildcon Limited and CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd), as another member of Consortium/Joint Venture have also executed a Power of Attorney for Lead Member of Joint Venture, dated 31st July 2020 thereby both members have mutually appointed the Querist, Ranjit Buildcon Limited as the Lead Member of their Consortium/Joint Venture.

VI. The Power of Attorney stipulates that members of the Joint Venture shall designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's BID for the Project and its execution. The Power of Attorney further stipulates that the Lead Member shall be Authorised to sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Authority & Compelled.

VII. That, from the documents (aforesaid listed), produced before me, I am of the Opinion that, Ranjit Buildcon Limited and CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd), both are company which are legally constituted and validly organized and furthermore, Ranjit Buildcon Limited, as the Lead Member of the Consortium/Joint Venture by operation of aforesaid Joint Bidding Agreement as well as the Power of Attorney, fully empowered to execute the Agreement for work (captioned aforesaid), awarded to Consortium/Joint Venture.

VIII. That, considering the documents made available, I do not find any legal lacuna in the constitution of the Consortium/Joint Venture as well as powers and authorizations of Ranjit Buildcon Limited, the Lead Member.

AM.KESHAN MOHANTY
ADVOCATE-0-973
ORISSA HIGH COURT

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

B.K .MOHANTY, ADVOCATE
ORISSA HIGH COURT, CUTTACK,
RES/OFF: - P.N-1317, BRAMHESWER
PATTNA, BHUBANESWER-751018, ORISSA.

Ph.No : 0674-2381646
: 98531 94777
Date : 25-11-2020

Ranjit Buildcon Limited on behalf of Ranjit Buildcon Limited - CHEVROX Constructions Private Limited (Formerly MHS Infratech Pvt Ltd) JV, in terms aforesaid, duly authorized to enter into the aforesaid Agreement, enforce the provision thereof, and fulfill its obligation thereunder.

My opinion to the query accordingly.

SCOPE LIMITATION

This written opinion is based on the documents made available by the Querist, and on the statutory/legal position,including the judicial interpretations thereof, prevailing up to and inclusive of 25.11.2020.

No further queries are posed for my consideration; and, hence not considered.

Date: 25.11.2020

Place: Bhubaneswar

(B.K. Mohanty)
Advocate
BIKRAM KESHARI MOHANTY
ADVOCATE
ORISSA HIGH COURT

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

SR. NO. : 17-366 /2021

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NOTARIAL

NOTARIAL

NOTARY GOVERNMENT OF INDIA P. K. SP... GU... MAH... REGD. NO. 500/ 94

POWER OF ATTORNEY

TO ALL THOSE WHOM THESE PRESENTS SHALL COME may know that by this Special Power of Attorney (hereinafter referred to as the Power of Attorney), signed and executed at Ahmedabad on this 18th day of January, 2021 that: -

RANJIT BUILDCON LIMITED, having its Registered Office at Ranjit House, Opp. Sun Residency, Behind Bhagwat Bunglows RT Side Road to Goga Maharaj Temple, Thaltej – Shilaj Road, Thaltej, Ahmedabad – 380054 (hereinafter referred to as **Party No. 1**) represented by **Mr. Mukeshkumar Mohanlal Patel**, Executive Director of the Company, who is authorized to execute any/this document for and on behalf of Party No 1.

CHEVROX CONSTRUCTIONS PRIVATE LIMITED, having its Registered Office at 9th Floor, 909, Times Square Arcade, Opp. Rambaug, Nr. Ravija Plaza,, Thaltej-Shilaj Road, Ahmedabad, Gujarat, 380059, (hereinafter referred to as **Party No. 2**), represented by **Mr. Mit K. Viramgama**, Managing Director of the Company, who is authorized to execute any/this document for and on behalf of Party No 2.

WHEREAS Odisha Bridge & Construction Corporation Limited (Hereinafter referred as **Authority**) represented by **EIC-cum-Managing Director**, O.B. & C.C. Ltd, Setu Bhavan, Nayapalli, Bhubaneswar-751012 (Hereinafter referred to as the **Employer**), has awarded to **"Ranjit-Chevrox (JV)"** [JV of Party No 1 & Party No 2] (hereinafter referred to as **Joint Venture**) the work of **"Construction of 3 Km Long Three Lane Flyover (Elevated Corridor) Near Joda Town Including Improvement of Road Stretch of Joda-Bamberi Section Between Km 0.000 To Km 4.875 In The District of Keonjhar In The State of Odisha on EPC mode Contract"** (Hereinafter referred to as the **Project**), vide **LOA (Letter of Award) No:** 6800 dated 16th November 2020.

WHEREAS by executing this Power of Attorney, **Joint Venture** hereby authorize **Mr. Vipul Vadibhai Barot**, holding **PAN No. ABYPB8605K**, S/o of Shri Vadibhai Purshottamdas Barot to individually sign and execute as an **Authorized Signatory** of **Joint Venture** the following responsibilities, in our name and on our behalf;

1. To Sign, Accept & Execute the Contract Agreement for the Execution of Project.
2. To sign and execute necessary documents related to the said Project, all correspondence, bills and to represent us and to communicate, discuss, finalize matters with the Authority, Employer and/or Government Department/s related to and for execution of the said Project and to receive and implement the instructions from the Authority / Employer prepare and submit bills and receive its payments related to execution of the said Project, from the Authority / Employer on our behalf.
3. To sign and execute all such documents related obtaining required registrations / certificates from the Departments such as Income Tax, RTO, PWD, Municipality/Panchayat, etc., and/or any other Central / State Governments in relation to execution of the said Project as per the Contract.

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General Manager Projects
O.B. & C.C. Ltd., Bhubaneshwar

WHEREAS this Special Power of Attorney is exclusively executed to carryout the responsibilities narrated above and this Power of Attorney does not permit him to generate and/or create any type of liability for and on behalf of **Joint Venture** in the name of said project and/or for execution of the said **Project** or otherwise, and **Joint Venture** will not be responsible for such liabilities.

WHEREAS this Power of Attorney will automatically stand terminated immediately on completion of the said Project within the purview of bidding terms/ agreement and/ or on written termination of this Power of Attorney and/ or on Attorney leaving/ termination of his services.

WHEREAS any litigation arising out of this Power of Attorney would be under the Jurisdiction of competent courts in Ahmedabad only.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and all such acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

IN WITNESS WHEREOF, we have set our signature on this date and place as aforesaid.

I accept this Power of Attorney.

(Affix Photo & Sign)

(Mr. Vipul Vadibhai Barot)
Pan No. **ABYPB8605K**

Signed and sealed for and on behalf of
M/s. Ranjit Buildcon Limited

(Mr. Mukeshkumar Patel)
Executive Director

Signed and sealed for and on behalf of
M/s. Chevrox Constructions Private Limited

(Mr. Mit Viramgama)
Managing Director

NOTARY P. K. SOLANKI GUJARAT & MAHARASTRA REGD. NO. 5091 94 GOVERNMENT OF INDIA

NOTARIAL NOTARIAL

SIGNEDBEFORE ME
P.K. SOLANKI
NOTARY
GOVT. OF INDIA
18-1-21

General Manager Projects-I
O.B. & C.C. Ltd. Bhubaneshwar

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

ABYPB8605K

नाम /NAME

VIPUL VADIBHAI BAROT

पिता का नाम /FATHER'S NAME

VADIBHAI PURSHOTTAMDAS BAROT

जन्म तिथि /DATE OF BIRTH

31-08-1963

हस्ताक्षर /SIGNATURE

आयकर आयुक्त, बड़ौदा

COMMISSIONER OF INCOME-TAX, BARODA

General Manager Projects-I
O.B. & C.C. Ltd., Bhubaneshwar

Vipul PAN

(7) WhatsApp
+91 98257 11234
today at 1:11 PM
1/20/2021
https://web.whatsapp.com
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(ଓଡ଼ିଶା ସରକାରଙ୍କ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED

(A Government of Odisha Undertaking)

No: 299 / Date 13-01-2021 /

File: PCF-897 /Vol-4

From

Er. Jaya Krishna Das
EIC-cum-Managing Director

To

Ranjit-Chevrox (JV)
134-C, Old Market Yard,
Unjha, Thaltej-Shilaj Road,
Ahmedabad 380 059
e-mail: ranjit_construction@yahoo.co.in

Sub: Construction of 3 km. long Three Lane Flyover (Elevated Corridor) near Joda Town including improvement of Road Stretch of Joda -Bamberi section between km.0.000 to km 4.875 in the District of Kendujhar in the State of Odisha on EPC mode contract-Authorisation for execution of Agreement.

Ref: (i) This office letter No.6800 dt.16.11.2020.
(ii) This office letter No.7622 dt.17.12.2020.

Dear Sirs,

In partial modification, to the contents of this office Memo.6805 dt.16.11.2020, the General Manager, Projects-I, OB&CC Ltd. is hereby authorised to sign the EPC agreement for the subject work on behalf of the Employer.

Yours sincerely,

13/1/21

E.I.C.-cum-MANAGING DIRECTOR

Memo No. 300 /Dt. 13-01-2021 /

Copy forwarded to Sr. Project Manager, OB & CC Ltd., Brahmapur I/C DMF works, Joda, email:spmobccbam@gmail.com for information.

E.I.C.-cum-MANAGING DIRECTOR

General Manager Projects-4
O.B. & C.C. Ltd., Bhubaneshwar

ସେତୁ ଭବନ, ନୟାପଲ୍ଲୀ, ଭୁବନେଶ୍ୱର - ୭୫୧୦୧୨, ଦୂରଭାଷ - ୦୬୭୪ - ୨୩୯୦୦୪୩

Setu Bhavan, Navapalli, Bhubaneshwar - 751012, Tel: 0674-2390043, Website: mdobcc.in, Email: obcc-owd@gov.in; mdobcc@gmail.com