



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

CONCESSION AGREEMENT

**Four-Laning with Paved Shoulders of Sambalpur-
Rourkela Section of SH-10 from Km 4.900 to 167.900
Km in the State of Odisha to be Executed as BOT (Toll)
Project On DBFOT Pattern**

BETWEEN

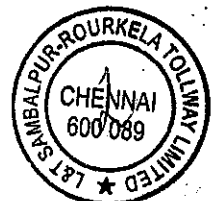
GOVERNMENT OF ODISHA, WORKS DEPARTMENT

AND

L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

Dli
Chief Engineer
DPI & Road
Odisha, Bhubaneswar

NOVEMBER, 2013



Agreement No 18 OF 2013 - 14



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

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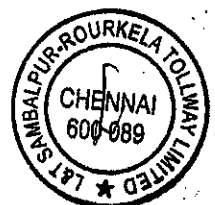
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L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

**CONCESSION AGREEMENT, SCHEDULES & ANNEXURES
VOLUME I, II & III**


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

NOVEMBER, 2013





**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

CONCESSION AGREEMENT

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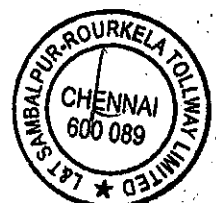
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**VOLUME I
CONCESSION AGREEMENT**


Chief Engineer
DPI & Roads
Odisha Bhubaneswar

NOVEMBER, 2013



Contents

PART I

Preliminary

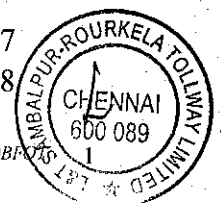
| | |
|---|-----------|
| Recitals | 10 |
| 1 Definitions and Interpretation | 12 |
| 1.1 Definitions | 12 |
| 1.2 Interpretation | 12 |
| 1.3 Measurements and arithmetic conventions | 14 |
| 1.4 Priority of agreements, clauses and schedules | 14 |

PART II

The Concession

| | |
|--|-----------|
| 2 Scope of the Project | 17 |
| 2.1 Scope of the Project | 17 |
| 3 Grant of Concession | 18 |
| 3.1 The Concession | 18 |
| 4 Conditions Precedent | 19 |
| 4.1 Conditions Precedent | 19 |
| 4.2 Damages for delay by the Government | 21 |
| 4.3 Damages for delay by the Concessionaire | 21 |
| 5 Obligations of the Concessionaire | 22 |
| 5.1 Obligations of the Concessionaire | 22 |
| 5.2 Obligations relating to Project Agreements | 23 |
| 5.3 Obligations relating to Change in Ownership | 24 |
| 5.4 Employment of foreign nationals | 25 |
| 5.5 Employment of trained personnel | 25 |
| 5.6 Sole Purpose of the Concessionaire | 25 |
| 5.7 Branding of Project Highway | 26 |
| 5.8 Facilities for physically challenged and elderly persons | 26 |
| 6 Obligations of the Government | 27 |
| 6.1 Obligations of the Government | 27 |
| 6.2 Maintenance obligations prior to Appointed Date | 28 |

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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBF pattern



| | | |
|----------|--|-----------|
| 6.3 | Obligations relating to Competing Roads | 28 |
| 7 | Representations and Warranties | 29 |
| 7.1 | Representations and warranties of the Concessionaire | 29 |
| 7.2 | Representations and warranties of the Government | 31 |
| 7.3 | Disclosure | 31 |
| 8 | Disclaimer | 32 |
| 8.1 | Disclaimer | 32 |

PART III

Development and Operations

| | | |
|-----------|---|-----------|
| 9 | Performance Security | 34 |
| 9.1 | Performance Security | 34 |
| 9.2 | Appropriation of Performance Security | 34 |
| 9.3 | Release of Performance Security | 35 |
| 10 | Right of Way | 36 |
| 10.1 | The Site | 36 |
| 10.2 | Licence, Access and Right of Way | 36 |
| 10.3 | Procurement of the Site | 37 |
| 10.4 | Site to be free from Encumbrances | 39 |
| 10.5 | Protection of Site from encroachments | 39 |
| 10.6 | Special/temporary right of way | 39 |
| 10.7 | Access to Government and Independent Engineer | 39 |
| 10.8 | Geological and archaeological finds | 40 |
| 11 | Utilities, Associated Roads and Trees | 41 |
| 11.1 | Existing utilities and roads | 41 |
| 11.2 | Shifting of obstructing utilities | 41 |
| 11.3 | New utilities and roads | 41 |
| 11.4 | Felling of Trees | 42 |
| 12 | Construction of the Project Highway | 43 |
| 12.1 | Obligations prior to commencement of construction | 43 |
| 12.2 | Maintenance during Construction Period | 43 |
| 12.3 | Drawings | 43 |
| 12.4 | Four -Laning of the Project Highway | 44 |
| 12.5 | Deleted | 45 |
| 12.6 | Deleted | 45 |
| 12.7 | Construction of service roads by the Government | 45 |

DE
 Chief Engineer
 DPI & Roads
 Odisha Bhubaneswar

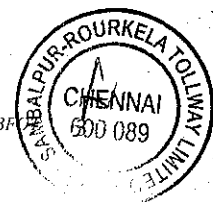
Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFO pattern



| | | |
|-----------|--|-----------|
| 13 | Monitoring of Construction | 46 |
| 13.1 | Monthly progress reports | 46 |
| 13.2 | Inspection | 46 |
| 13.3 | Tests | 46 |
| 13.4 | Delays during construction | 47 |
| 13.5 | Suspension of unsafe Construction Works | 47 |
| 13.6 | Video recording | 48 |
| 14 | Completion Certificate | 49 |
| 14.1 | Tests | 49 |
| 14.2 | Completion Certificate | 49 |
| 14.3 | Provisional Certificate | 49 |
| 14.4 | Completion of Punch List items | 50 |
| 14.5 | Withholding of Provisional Certificate | 50 |
| 14.6 | Rescheduling of Tests | 51 |
| 15 | Entry into Commercial Service | 52 |
| 15.1 | Commercial Operation Date (COD) | 52 |
| 15.2 | Damages for delay | 52 |
| 16 | Change of Scope | 53 |
| 16.1 | Change of Scope | 53 |
| 16.2 | Procedure for Change of Scope | 53 |
| 16.3 | Payment for Change of Scope | 54 |
| 16.4 | Restrictions on certain works | 54 |
| 16.5 | Power of the Government to undertake works | 55 |
| 16.6 | Reduction in Scope of the Project | 55 |
| 17 | Operation and Maintenance | 57 |
| 17.1 | O&M obligations of the Concessionaire | 57 |
| 17.2 | Maintenance Requirements | 58 |
| 17.3 | Maintenance Manual | 58 |
| 17.4 | Maintenance Programme | 58 |
| 17.5 | Safety, vehicle breakdowns and accidents | 59 |
| 17.6 | De-commissioning due to Emergency | 59 |
| 17.7 | Lane closure | 60 |
| 17.8 | Damages for breach of maintenance obligations | 60 |
| 17.9 | Government's right to take remedial measures | 61 |
| 17.10 | Overriding powers of the Government | 61 |
| 17.11 | Restoration of loss or damage to Project Highway | 62 |
| 17.12 | Modifications to the Project Highway | 62 |
| 17.13 | Excuse from performance of obligations | 62 |
| 17.14 | Barriers and diversions | 63 |
| 17.15 | Advertising on the Site | 63 |


 Chief Engineer
 DPI & Roads
 Odisha Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBF pattern



| | | |
|-----------|--|----|
| 18 | Safety Requirements | 64 |
| 18.1 | Safety Requirements | 64 |
| 18.2 | Expenditure on Safety Requirements | 64 |
| 19 | Monitoring of Operation and Maintenance | 65 |
| 19.1 | Monthly status reports | 65 |
| 19.2 | Inspection | 65 |
| 19.3 | Tests | 65 |
| 19.4 | Remedial measures | 65 |
| 19.5 | Monthly Fee Statement | 66 |
| 19.6 | Reports of unusual occurrence | 66 |
| 20 | Traffic Regulation | 67 |
| 20.1 | Traffic regulation by the Concessionaire | 67 |
| 20.2 | Police assistance | 67 |
| 20.3 | Buildings for Traffic Aid Posts | 67 |
| 20.4 | Recurring expenditure on Police assistance | 67 |
| 21 | Emergency Medical Aid | 68 |
| 21.1 | Medical Aid Posts | 68 |
| 21.2 | Buildings for Medical Aid Posts | 68 |
| 21.3 | Recurring expenditure on Medical Aid Posts | 68 |
| 22 | Traffic Census and Sampling | 69 |
| 22.1 | Traffic census | 69 |
| 22.2 | Traffic survey | 69 |
| 22.3 | Traffic sampling | 69 |
| 22.4 | Computer system and network | 69 |
| 23 | Independent Engineer | 71 |
| 23.1 | Appointment of Independent Engineer | 71 |
| 23.2 | Duties and functions | 71 |
| 23.3 | Remuneration | 71 |
| 23.4 | Termination of appointment | 71 |
| 23.5 | Authorised signatories | 72 |
| 23.6 | Dispute resolution | 72 |

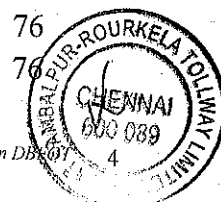
PART IV

Financial Covenants


| | | |
|-----------|---|----|
| 24 | Financial Close | 74 |
| 24.1 | Financial Close | 74 |
| 24.2 | Termination due to failure to achieve Financial Close | 74 |
| 25 | Grant | 76 |
| 25.1 | Grant | 76 |
| 25.2 | Equity Support | 76 |

Chief Engineer
DPI & Roads
Odisha Bhubaneswar

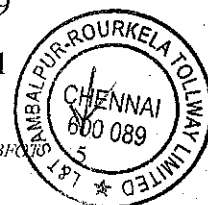
Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



| | | |
|-----------|---|----|
| 25.3 | O&M Support | 77 |
| | Premium | 77 |
| 25.4 | Deleted | 77 |
| 26 | Concession Fee | 78 |
| 26.1 | Concession Fee | 78 |
| 26.2 | Deleted | 78 |
| 26.3 | Deleted | 78 |
| 26.4 | Deleted | 78 |
| 26.5 | Verification of Realisable Fee | 78 |
| 27 | User Fee | 79 |
| 27.1 | Collection and appropriation of Fee | 79 |
| 27.2 | Revision of Fee | 79 |
| 27.3 | Exemption for Local Users | 80 |
| 27.4 | Free use of service road | 80 |
| 27.5 | Discounted Fee for frequent Users | 80 |
| 27.6 | Reappropriation of excess Fee | 81 |
| 27.7 | Tolling Contractor | 81 |
| 27.8 | Fee collection points | 81 |
| 27.9 | Additional charge for evasion of Fee | 82 |
| 27.10 | Additional fee for overloaded vehicles | 82 |
| 27.11 | Display of Fee rates | 82 |
| 28 | Revenue Shortfall Loan | 83 |
| 28.1 | Revenue Shortfall Loan | 83 |
| 28.2 | Repayment of Revenue Shortfall Loan | 83 |
| 29 | Effect of Variations in Traffic Growth | 84 |
| 29.1 | Effect of variations in traffic growth | 84 |
| 29.2 | Modifications in the Concession Period | 84 |
| 30 | Construction of Additional Tollway | 86 |
| 30.1 | Restriction on construction of Additional Tollway | 86 |
| 30.2 | Modification in the Concession Period | 86 |
| 30.3 | Minimum Fee for the Project Highway | 86 |
| 30.4 | Minimum Fee for Additional Tollway | 87 |
| 31 | Escrow Account | 88 |
| 31.1 | Escrow Account | 88 |
| 31.2 | Deposits into Escrow Account | 88 |
| 31.3 | Withdrawals during Concession Period | 88 |
| 31.4 | Withdrawals upon Termination | 89 |
| 32 | Insurance | 91 |


 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFO pattern



| | | |
|-----------|---|-----------|
| 32.1 | Insurance during Concession Period | 91 |
| 32.2 | Notice to the Government | 91 |
| 32.3 | Evidence of Insurance Cover | 91 |
| 32.4 | Remedy for failure to insure | 91 |
| 32.5 | Waiver of subrogation | 92 |
| 32.6 | Concessionaire's waiver | 92 |
| 32.7 | Application of insurance proceeds | 92 |
| 33 | Accounts and Audit | 93 |
| 33.1 | Audited accounts | 93 |
| 33.2 | Appointment of auditors | 93 |
| 33.3 | Certification of claims by Statutory Auditors | 94 |
| 33.4 | Set-off | 94 |
| 33.5 | Dispute resolution | 94 |

PART V

Force Majeure and Termination


| | | |
|-----------|--|------------|
| 34 | Force Majeure | 96 |
| 34.1 | Force Majeure | 96 |
| 34.2 | Non-Political Event | 96 |
| 34.3 | Indirect Political Event | 97 |
| 34.4 | Political Event | 97 |
| 34.5 | Duty to report Force Majeure Event | 98 |
| 34.6 | Effect of Force Majeure Event on the Concession | 98 |
| 34.7 | Allocation of costs arising out of Force Majeure | 99 |
| 34.8 | Termination Notice for Force Majeure Event | 99 |
| 34.9 | Termination Payment for Force Majeure Event | 100 |
| 34.10 | Dispute resolution | 100 |
| 34.11 | Excuse from performance of obligations | 100 |
| 35 | Compensation for Breach of Agreement | 102 |
| 35.1 | Compensation for default by the Concessionaire | 102 |
| 35.2 | Compensation for default by the Government | 102 |
| 35.3 | Extension of Concession Period | 102 |
| 35.4 | Compensation for Competing Roads | 103 |
| 35.5 | Compensation to be in addition | 103 |
| 35.6 | Mitigation of costs and damage | 103 |
| 36 | Suspension of Concessionaire's Rights | 104 |
| 36.1 | Suspension upon Concessionaire Default | 104 |
| 36.2 | Government to act on behalf of Concessionaire | 104 |
| 36.3 | Revocation of Suspension | 104 |
| 36.4 | Substitution of Concessionaire | 105 |
| 36.5 | Termination | 105 |

CC
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

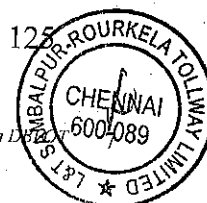
Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on pattern




| | | |
|-----------------------------|---|-----|
| 37 | Termination | 106 |
| 37.1 | Termination for Concessionaire Default | 106 |
| 37.2 | Termination for Government Default | 109 |
| 37.3 | Termination Payment | 109 |
| 37.4 | Other rights and obligations of the Government | 110 |
| 37.5 | Survival of rights | 111 |
| 38 | Divestment of Rights and Interest | 112 |
| 38.1 | Divestment Requirements | 112 |
| 38.2 | Inspection and cure | 113 |
| 38.3 | Cooperation and assistance on transfer of Project | 113 |
| 38.4 | Vesting Certificate | 113 |
| 38.5 | Additional Facilities | 114 |
| 38.6 | Divestment costs etc. | 114 |
| 39 | Defects Liability after Termination | 115 |
| 39.1 | Liability for defects after Termination | 115 |
| 39.2 | Retention in Escrow Account | 115 |
| PART VI | | |
| Other Provisions | | |
| 40 | Assignment and Charges | 117 |
| 40.1 | Restriction on assignment and charges | 117 |
| 40.2 | Permitted assignment and charges | 117 |
| 40.3 | Substitution Agreement | 117 |
| 40.4 | Assignment by the Government | 118 |
| 41 | Change in Law | 119 |
| 41.1 | Increase in costs | 119 |
| 41.2 | Reduction in costs | 119 |
| 41.3 | Protection of NPV | 120 |
| 41.4 | Restriction on cash compensation | 120 |
| 41.5 | No claim in the event of recovery from Users | 120 |
| 42 | Liability and Indemnity | 121 |
| 42.1 | General indemnity | 121 |
| 42.2 | Indemnity by the Concessionaire | 121 |
| 42.3 | Notice and contest of claims | 122 |
| 42.4 | Defence of claims | 122 |
| 42.5 | No consequential claims | 124 |
| 42.6 | Survival on Termination | 124 |
| 43 | Rights and Title over the Site | 125 |
| 43.1 | Licensee rights | 125 |


 Chief Engineer
 DPI & Roads
 Odisha Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBF pattern



| | | |
|-----------|--|------------|
| 43.2 | Access rights of the Government and others | 125 |
| 43.3 | Property taxes | 125 |
| 43.4 | Restriction on sub-letting | 125 |
| 44 | Dispute Resolution | 126 |
| 44.1 | Dispute resolution | 126 |
| 44.2 | Conciliation | 126 |
| 44.3 | Arbitration | 126 |
| 44.4 | Adjudication by Regulatory Authority or Commission | 127 |
| 45 | Disclosure | 128 |
| 45.1 | Disclosure of Specified Documents | 128 |
| 45.2 | Disclosure of Documents relating to safety | 128 |
| 46 | Redressal of Public Grievances | 129 |
| 46.1 | Complaints Register | 129 |
| 46.2 | Redressal of complaints | 129 |
| 47 | Miscellaneous | 130 |
| 47.1 | Governing law and jurisdiction | 130 |
| 47.2 | Waiver of immunity | 130 |
| 47.3 | Depreciation | 130 |
| 47.4 | Delayed payments | 130 |
| 47.5 | Waiver | 131 |
| 47.6 | Liability for review of Documents and Drawings | 131 |
| 47.7 | Exclusion of implied warranties etc. | 131 |
| 47.8 | Survival | 132 |
| 47.9 | Entire Agreement | 132 |
| 47.10 | Severability | 132 |
| 47.11 | No partnership | 132 |
| 47.12 | Third parties | 133 |
| 47.13 | Successors and assigns | 133 |
| 47.14 | Notices | 133 |
| 47.15 | Language | 134 |
| 47.16 | Counterparts | 134 |
| 48 | Definitions | 135 |
| 48.1 | Definitions | 135 |


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 DPI & Roads
 Odisha Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBF pattern



Part I

Preliminary


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on FPCP pattern





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CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the 8th day of November, 2013

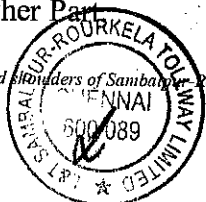
BETWEEN

1 **THE GOVERNOR OF** Odisha represented by Secretary, Odisha Works Department and having its principal offices at State Secretariat, Bhubaneswar - 751001, Odisha, INDIA (hereinafter referred to as the "**Government**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

2 **L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600089 (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part

Chief Engineer
DPI & Jt. Secy
Odisha Bhubaneswar



shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT

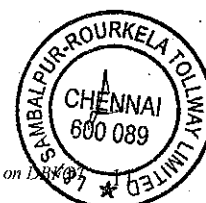
WHEREAS:

- (A) The Government had resolved to augment the existing road from km 4/900 to km 167/900 (approximately 162.500 km) on the Sambalpur - Rourkela section of State Highway No.10 (hereinafter called the "SH -10") in the State by Four-Laning with paved shoulders on design, build, finance, operate and transfer ("DBFOT") basis in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.
- (B) The Government had accordingly invited proposals by its Tender Notice/ Request for Qualification No. 33570 dated 1st October 2012 (the "**Request for Qualification**" or "**RFQ**") for short listing of bidders for construction, operation and maintenance of the above referred section of SH -10 on DBFOT basis and had shortlisted certain bidders including, *inter alia*, L&T Infrastructure Development Projects Limited.
- (C) The Government had prescribed the technical and commercial terms and conditions, and invited bids (the "**Request for Proposals**" or "**RFP**") from the bidders shortlisted pursuant to the RFQ for undertaking the Project.
- (D) After evaluation of the bids received, the Government had accepted the bid of L&T Infrastructure Development Projects Limited and issued its Letter of Award No. PMU - WB -64/ 2013 dated 5th October 2013 (hereinafter called the "**LOA**") to the selected bidder requiring, *inter alia*, the execution of this Concession Agreement within 45 (forty five) days of the date of issue thereof.
- (E) The selected bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 1956, and has requested the Government to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project.
- (F) By its letter dated 24th October 2013, the Concessionaire has also joined in the said request of the selected bidder to the Government to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the selected bidder for the purposes hereof.
- (G) The Government has agreed to the said request of the selected bidder and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project on DBFOT basis, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

DL
Chief Engineer
DPI & Roads
Odisha Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 48) 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.

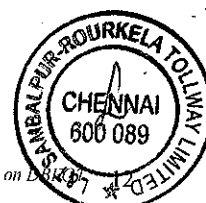
1.2 Interpretation

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, laws of 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, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning 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, upgradation and other activities incidental thereto, and **"develop"** shall be construed accordingly;

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- (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 Bhubaneswar 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, 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 Sub-clause shall not operate so as to increase liabilities or obligations of the Government 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 Independent 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 Independent Engineer, as the case may be, in this behalf and not otherwise.

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- (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, 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 Concessionaire to the Government and/ or the Independent Engineer shall be provided free of cost and in three copies, and if the Government and/or the Independent Engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

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

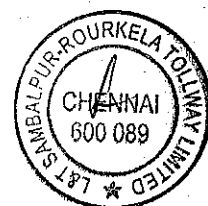
All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements, clauses and schedules

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

21
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Odisha Bhubaneswar

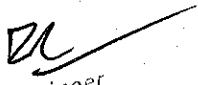


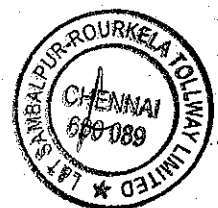
- (b) all other agreements and documents forming part hereof or referred to herein;

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to 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.

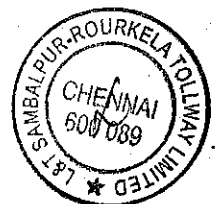

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Part II

The Concession

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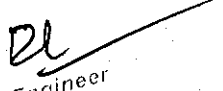
ARTICLE 2

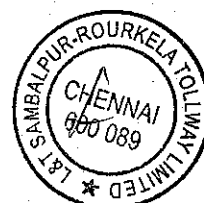
SCOPE OF THE PROJECT

2.1 Scope of the Project

The scope of the Project (the "Scope of the Project") shall mean and include, during the Concession Period:

- (a) construction of the Project Highway on the Site set forth in Schedule-A 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) operation and maintenance of the Project Highway in accordance with the provisions of this Agreement; and
- (c) performance and fulfillment of all other obligations of the Concessionaire 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 Concessionaire under this Agreement.


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ARTICLE 3

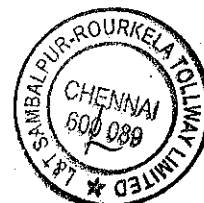
GRANT OF CONCESSION

3.1 The Concession

- 3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Government hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and authority to construct, operate and maintain the Project (the "Concession") for a period of 22 (twenty two) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.
- 3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:
- (a) Right of Way, access and licence to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
 - (b) finance and construct the Project Highway;
 - (c) manage, operate and maintain the Project Highway and regulate the use thereof by third parties;
 - (d) demand, collect and appropriate Fee from vehicles and Users liable for payment of Fee for using the Project Highway or any part thereof and refuse entry of any vehicle if the Fee due is not paid;
 - (e) perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;
 - (f) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and
 - (g) neither assign, transfer or sublet or create any lien or encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project Highway nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

3.2 Deleted

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ARTICLE 4

CONDITIONS PRECEDENT

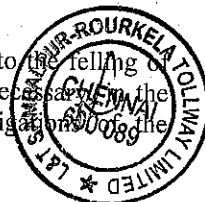
4.1 Conditions Precedent

- 4.1.1 Save and except as expressly provided in Articles 4, 9, 10, 24, 34, 44 and 47, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "**Conditions Precedent**").
- 4.1.2 The Concessionaire may, upon providing the Performance Security to the Government in accordance with Article 9, at any time after 90 (ninety) days from the date of this Agreement or on an earlier day acceptable to the Government, by notice require the Government to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 30 (thirty) days of the notice, or such longer period not exceeding 60 (sixty) days as may be specified therein, and the Conditions Precedent required to be satisfied by the Government shall be deemed to have been fulfilled when the Government shall have:
- (a) procured for the Concessionaire the Right of Way to the Site in accordance with the provisions of Clause 10.3.1;
 - (b) issued the Fee Notification;
 - (c) Deleted
 - (d) procured approval of the Railway authorities in the form of a general arrangement drawing that would enable the Concessionaire to construct road overbridges/ underbridges 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; and
 - (e) procured all Applicable Permits relating to environmental protection and conservation of the Site:¹

Provided that the Government may from time to time by notice extend, for up to an aggregate of 6 (six) months, the period for procuring the approval set forth in Sub-clause (c) and/ or Sub-clause (d) above and in that event the land to be covered by overbridges or the affected sections of the Project Highway, as the case may be, shall be included in the Appendix referred to in Clause 10.3 and dealt with in accordance with the provisions thereof; and provided further that upon procurement of such approval, the Concessionaire shall be entitled to a period of 12 (twelve) months therefrom for completion of the overbridges. For the avoidance of doubt, the approval specified in Sub-clauses (c) and (d) above shall cease to be a Condition Precedent upon the extension of time under this

28
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 Odisha Bhubaneswar

¹ In projects where environmental clearance is restricted to small portions of the Site or to the felling of trees, this Condition Precedent may be deleted and such portions may be included, as necessary, in the Appendix specified in Clause 10.3.1. The guiding principle should be that the obligations of the Concessionaire are predictable and not beyond its control.



4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have:

- (a) provided Performance Security to the Government;
- (b) executed and procured execution of the Escrow Agreement;
- (c) executed and procured execution of the Substitution Agreement;
- (d) procured all the Applicable Permits specified in Schedule-E unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect;
- (e) executed the Financing Agreements and delivered to the Government 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;
- (f) delivered to the Government 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;
- (g) delivered to the Government from the selected bidder, its respective confirmation, in original, of the correctness of their representations and warranties set forth in Sub-clauses (k), (l) and (m) of clause 7.1 of this Agreement; and
- (h) delivered to the Government a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof;

Provided that upon request in writing by the Concessionaire, the Government may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3. For the avoidance of doubt, the Government may, in its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



4.2 Damages for delay by the Government

In the event that (i) the Government does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Government shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 180 (one hundred and eighty) days from the date of this Agreement, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Government, or due to Force Majeure, the Concessionaire shall pay to the Government Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty per cent) of the Performance Security.

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Pattern with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project Highway and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

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

5.1.3 Subject to the provisions of Clauses 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.4 The Concessionaire 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 (other than those set forth in Clause 4.1.2), 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;
- (c) perform and fulfil its obligations under the Financing Agreements;
- (d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- (e) make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement;
- (f) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;
- (g) 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;
- (h) support, cooperate with and facilitate the Government in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

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Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



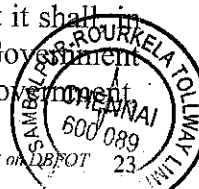
- (i) transfer the Project Highway to the Government upon Termination of this Agreement, in accordance with the provisions thereof.

5.2 Obligations relating to Project Agreements

- 5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.
- 5.2.2 The Concessionaire shall submit to the Government the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Government shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Government a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Government to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Government. No review and/ or observation of the Government and/ or its failure to review and/ or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Government be liable for the same in any manner whatsoever.
- 5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Government if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Government, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Government. For the avoidance of doubt, the Government acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire.
- 5.2.4 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Government to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "**Covenant**"). For the avoidance of doubt, it is expressly agreed that in the event the Government does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Government and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Government an acknowledgment and undertaking, in a form acceptable to the Government.

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Bhubaneswar

Forwarding with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on BOT pattern



from the counter party(ies) of each of the Project Agreements, whereunder such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Government in the event of Termination or Suspension.

- 5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of an O&M Contractor and execution of the O&M Contract shall be subject to the prior approval of the Government from national security and public interest perspective, the decision of the Government in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Government. For the avoidance of doubt, it is expressly agreed that approval of the Government hereunder shall be limited to national security and public interest perspective, and the Government shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Government shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

- 5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Government.
- 5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:
- (i) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen per cent) of the total Equity of the Concessionaire; or
 - (ii) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him,

shall constitute a Change in Ownership requiring prior approval of the Government from national security and public interest perspective, the decision of the Government in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Concessionaire without such prior approval of the Government. For the avoidance of doubt, it is expressly agreed that approval of the Government hereunder shall be limited to national security and public interest perspective, and the Government shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Government shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

Chief Engineer
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Odisha Bhubaneswar



For the purposes of this Clause 5.3.2:

- (a) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;
- (b) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and
- (c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 15% (fifteen per cent) of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.4 Employment of foreign nationals

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Concessionaire and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.5 Employment of trained personnel

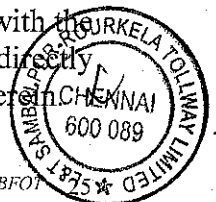
The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

5.6 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Government, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged hereunder.

Chief Engineer
DPI & Roads
Odisha

For Engineering and Design of shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFO



5.7 Branding of Project Highway

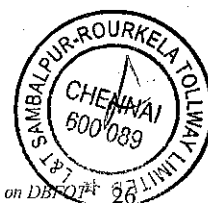
The Project Highway or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project Highway to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at a spot where other public notices are displayed for the Users. It is further agreed that the Project Highway shall be known, promoted, displayed and advertised by the name of Sambalpur-Rourkela Highway .

5.8 Facilities for physically challenged and elderly persons

The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Project Highway.

DR
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



ARTICLE 6

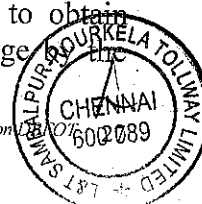
OBLIGATIONS OF THE GOVERNMENT

6.1 Obligations of the Government

- 6.1.1 The Government shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 The Government agrees to provide support to the Concessionaire 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 Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project;
 - (b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;
 - (c) procure that no barriers 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 or law and order;
 - (d) make best endeavours to procure that no local Tax, toll or charge is levied or imposed on the use of whole or any part of the Project Highway;
 - (e) subject to and in accordance with the Applicable Laws, grant to the Concessionaire the authority to regulate traffic on the Project Highway;
 - (f) assist the Concessionaire in procuring police assistance for regulation of traffic, removal of trespassers and security on or at the Project Highway;
 - (g) 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;
 - (h) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement; and
 - (i) upon written request from the Concessionaire and subject to the provisions of Clause 5.4, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for the purposes of discharge

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Odisha Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on



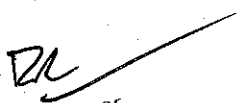
Concessionaire or its Contractors their obligations under this Agreement and the Project Agreements.

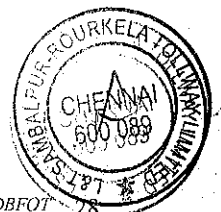
6.2 Maintenance obligations prior to Appointed Date

During the Development Period, the Government shall 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 7 (seven) 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, or pay to the Concessionaire the cost and expense, as determined by the Independent Engineer, for undertaking such repair after the Appointed Date. For the avoidance of doubt, the Government shall undertake only routine maintenance during the Development Period, and it shall undertake special repairs only for ensuring safe operation of the Project Highway, or in the event of excessive deterioration or damage caused due to unforeseen events such as floods or torrential rain.

6.3 Obligations relating to Competing Roads

The Government shall procure that during the subsistence of this Agreement, neither the Government nor any Government Instrumentality shall, at any time before the 10th (tenth) anniversary of the Appointed Date, construct or cause to be constructed any Competing Road; provided that the restriction herein shall not apply if the average traffic on the Project Highway in any year exceeds 90% (ninety per cent) of its designed capacity specified in Clause 29.2.3. Upon breach of its obligations hereunder, the Government shall be liable to payment of compensation to the Concessionaire under and in accordance with Clause 35.4, and such compensation shall be the sole remedy of the Concessionaire.


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ARTICLE 7

REPRESENTATIONS AND WARRANTIES

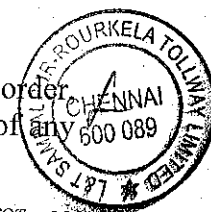
7.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Government that:

- (a) it is duly organised and validly existing under the laws of 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 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) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (d) 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;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) 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;
- (g) 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 those of the selected bidder 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;
- (h) 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;

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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;

- (j) 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;
- (k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the selected bidder, together with its Associates, hold not less than 51% (fifty one per cent) of its issued and paid up Equity as on the date of this Agreement; (l) the selected bidder and its Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- (m) the selected bidder is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Government to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- (n) all its rights and interests in the Project Highway shall pass to and vest in the Government on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Government, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- (o) no representation or warranty by it contained herein or in any other document furnished by it to the Government 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;
- (p) 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 Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Government in connection therewith; and

(q) all information provided by the selected bidder 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.

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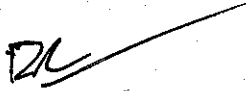
7.2 Representations and Warranties of the Government

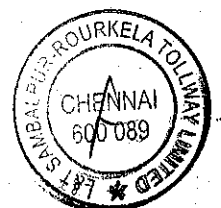
The Government represents and warrants to the Concessionaire that:

- (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;
- (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 Government's ability to perform its obligations under this Agreement;
- (f) it has complied with Applicable Laws in all material respects;
- (g) it has the right, power and authority to manage and operate the Project Highway up to the Appointed Date; and
- (h) it has good and valid right to the Site, and has power and authority to grant a licence in respect thereto to the Concessionaire.

7.3 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 right, remedy or obligation of either Party under this Agreement.


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ARTICLE 8

DISCLAIMER

8.1 Disclaimer

- 8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Qualification, Request for Proposals, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes and all information provided by the Government 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. The Government 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 Concessionaire confirms that it shall have no claim whatsoever against the Government in this regard.
- 8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Government shall not be liable for the same in any manner whatsoever to the Concessionaire, the selected bidder and its Associates or any person claiming through or under any of them.
- 8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement, or render it voidable.
- 8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Government to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Government contained in Clause 8.1.1 and shall not in any manner shift to the Government any risks assumed by the Concessionaire pursuant to this Agreement.
- 8.1.4 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Government shall not be liable in any manner for such risks or the consequences thereof.

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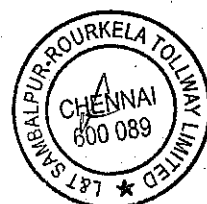


Part III

Development and Operations

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Chief Engineer
DPI & Roads
Odisha Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



ARTICLE 9

PERFORMANCE SECURITY

9.1 Performance Security

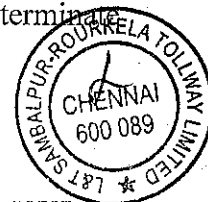
9.1.1 The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Government no later than 180 (one hundred and eighty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 64.63 crore (Rupees Sixty four crore and Sixty three lakh) in the form set forth in Schedule-F (the "**Performance Security**"). Until such time the Performance Security is provided by the Concessionaire 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 pursuant hereto, the Government shall release the Bid Security to the Concessionaire.

9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 180 (one hundred and eighty) days from the date of this Agreement, the Government may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.2 Appropriation of Performance Security

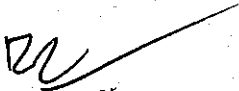
Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Government shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Concessionaire Default or failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire 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 Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Government shall be entitled to terminate this Agreement in accordance with Article 37. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default or to meet any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Government shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 37.

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9.3 Release of Performance Security

The Performance Security shall remain in force and effect for a period of one year from the Appointed Date, but shall be released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 20% (twenty per cent) of the Total Project Cost; provided, however, that the Performance Security shall not be released if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified under this Clause 9.3, the Government shall release the Performance Security forthwith.


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ARTICLE 10

RIGHT OF WAY

10.1 The Site

The site of the Project Highway shall comprise the real estate described in Schedule-A and in respect of which the Right of Way shall be provided and granted by the Government to the Concessionaire as a licensee under and in accordance with this Agreement (the "Site"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for Four-Laning with paved shoulders of the Project Highway as set forth in Schedule-A.

10.2 Licence, Access and Right of Way

10.2.1 The Government hereby grants to the Concessionaire access to the Site for carrying out any surveys, investigations and soil tests that the Concessionaire may deem necessary during the Development Period, it being expressly agreed and understood that the Government shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.

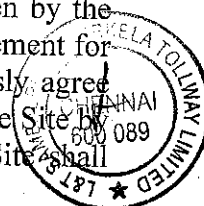
10.2.2 In consideration of the Concession Fee, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Government, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, leave and licence rights in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the Site which is described, delineated and shown in Schedule-A hereto (the "**Licensed Premises**"), on an "as is where is" basis, free of any Encumbrances, to develop, operate and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 The licence, access and right of way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that two existing lanes of the Project Highway or an alternative thereof are open to traffic at all times during the Construction Period.

10.2.4 It is expressly agreed that the licence granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Government to terminate the licence, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures erected on the Site by the Concessionaire or its sub-licensees, the licence in respect of the Site shall

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automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

10.2.5 The Concessionaire hereby irrevocably appoints the Government (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the licence granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Government, and the Concessionaire consents to it being registered for this purpose.

10.2.6 It is expressly agreed that trees on the Site are property of the Government except that the Concessionaire shall be entitled to exercise usufructory rights thereon during the Concession Period.

10.3 Procurement of the Site

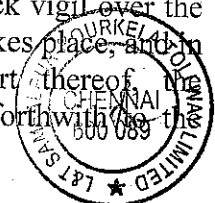
10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Government Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. 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 granted to the Concessionaire. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid licence and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid licence and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Government to the Concessionaire.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Government shall have granted vacant access and Right of Way such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Site required and necessary for the Four-Lane with paved shoulders Project Highway, and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Government shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2.

10.3.3 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Government and undertake its removal at its cost and expenses.

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Odisha Bhubaneswar

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- 10.3.4 The Government shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire Damages in a sum calculated at the rate of Rs. 50 (Rupees fifty) per day for every 1,000 (one thousand) square metres or part thereof, commencing from the 91st (ninety first) day of the Appointed Date and until such Right of Way is procured.
- 10.3.5 Upon receiving Right of Way in respect of any land included in the Appendix, the Concessionaire shall complete the Construction Works thereon within a reasonable period to be determined by the Independent Engineer in accordance with Good Industry Practice; provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto. For the avoidance of doubt, it is expressly agreed that Construction Works on all lands for which Right of Way is granted within 90 (ninety) days of the Appointed Date shall be completed before the Project Completion Date. It is further agreed that the obligation of the Concessionaire to complete the affected Construction Works shall subsist so long as the Government continues to pay the Damages specified herein, and upon the Government ceasing to pay such Damages after giving 60 (sixty) days' notice thereof to the Concessionaire, the obligation of the Concessionaire to complete such works on such part of the Site shall cease forthwith. It is also expressly agreed that completion of the respective Construction Works within the time determined by the Independent Engineer hereunder shall be deemed to be Project Milestones for the purposes of levy and recovery of Damages under and in accordance with the provisions of Clause 12.4.2.
- 10.3.6 The Concessionaire shall, if so required by the Government, procure on behalf of the Government, on the terms and to the extent specified by the Government, the additional land required for Toll Plazas, Traffic Aid Posts, Medical Aid Posts, under passes and over passes or for construction of works specified in Change of Scope Order issued under Article 16, in accordance with this Agreement and upon procurement, such land shall form part of the Site and vest in the Government; provided that the Concessionaire may, by notice given to the Government no later than 60 (sixty) days from the Appointed Date or the date of Change of Scope Order, as the case may be, require the Government to initiate and undertake proceedings for acquisition of such land under the provisions of the Applicable Laws and the Government shall take all such steps as may be reasonably necessary for such land acquisition forthwith; provided further that the cost of land acquired under this Clause 10.3.6 shall be borne by the Government in accordance with the Act; provided also that the land to be acquired by the Government hereunder as a part of the Site shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired for the Toll Plazas and approach roads thereof shall conform to the provisions of Schedule-B and Schedule-C. It is further agreed that

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Bhubaneswar

Odisha - Planing with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



the Government may, at any time after the Bid Date, *suo moto* acquire the land required hereunder.

10.3.7 The Concessionaire may procure at its cost and expense and on its own the land that may be required by it for Additional Facilities and the Government shall have no obligation or liability in respect thereof. For the avoidance of doubt, the Concessionaire shall seek prior consent of the Government to connect any Additional Facility to the Project Highway and such consent shall not be unreasonably withheld.

10.4 Site to be free from Encumbrances

Subject to the provisions of Clause 10.3, the Site shall be made available by the Government to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Government on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

10.5 Protection of Site from encroachments

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Special/temporary right of way

The Concessionaire 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 Concessionaire 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.

10.7 Access to the Government and Independent Engineer

The licence, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Government and the Independent Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

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Chief Engineer
DPI & Roads
Odisha Bhubaneswar

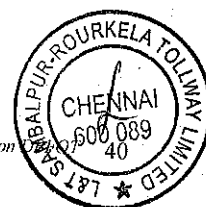


10.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the licence granted to the Concessionaire under this Agreement and the Concessionaire 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 Government or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Government 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 Concessionaire hereunder shall be reimbursed by the Government. It is also agreed that the Government shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

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 Chief Engineer
 DPI & Roads
 Odisha Bhubaneswar

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ARTICLE 11

UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Government shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of obstructing utilities

The Concessionaire shall, subject to Applicable Laws and with assistance of the Government, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such shifting shall be borne by the Government or by the entity owning such utility, if the Government so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

11.3 New utilities and roads

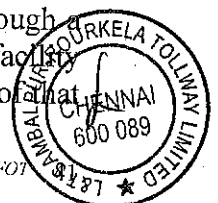
11.3.1 The Concessionaire shall allow, subject to such conditions as the Government may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, it may require 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 shall not in any manner relieve the Concessionaire of its obligation to maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

11.3.2 The Government may, by notice require the Concessionaire to connect any adjoining road to the Project Highway. Upon receipt of a notice hereunder, the connecting portion thereof falling within the Site shall be constructed by the Concessionaire at the Government's cost in accordance with Article 16, and the maintenance thereof shall be undertaken by the Concessionaire in accordance with the provisions of Clause 17.1.3.

11.3.3 The Government may by notice require the Concessionaire 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 shall be constructed by the Concessionaire at the Government's cost in accordance with Article 16, and the maintenance thereof shall be undertaken by the Concessionaire in accordance with the provisions of Clause 17.1.3.

Chief Engineer
DPI & Roads
Odisha Bhubaneswar

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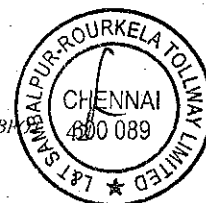
falls within the Site shall be constructed and maintained by the Concessionaire upon advance payment of the cost to be made by the beneficiary entity in accordance with the amount and period as determined by the Independent Engineer. For the avoidance of doubt, any connecting road constructed prior to the Appointed Date and falling within the Site shall be maintained by the Concessionaire upon advance payment to be made by the beneficiary entity in accordance with the provisions of this Clause.

11.4 Felling of trees

The Government shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Government for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Government, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, 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. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Government and shall be disposed in such manner and subject to such conditions as the Government may in its sole discretion deem appropriate.

DL
Chief Engineer
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ARTICLE 12

CONSTRUCTION OF THE PROJECT HIGHWAY

12.1 Obligations prior to commencement of construction

Prior to commencement of Construction Works, the Concessionaire shall:

- (a) submit to the Government and the Independent Engineer its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project in accordance with the Project Completion Schedule as set forth in Schedule-G;
- (b) appoint its representative duly authorised to deal with the Government in respect of all matters under or arising out of or relating to this Agreement;
- (c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction 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.

12.2 Maintenance during Construction Period

During the Construction Period, the Concessionaire 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 7 (seven) days prior to the date of this Agreement, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Concessionaire may, at its cost, interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Construction Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Independent Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring safe operation of the Project Highway.

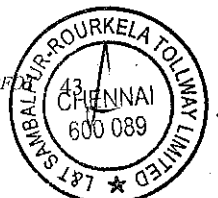
12.3 Drawings

In respect of the Concessionaire's obligations relating to the Drawings of the Project Highway as set forth in Schedule-H, the following shall apply:

- (a) The Concessionaire shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, 3 (three) copies each of all Drawings to the Independent Engineer for review;

De
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

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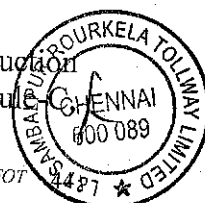
- (b) by submitting the Drawings for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including the field construction criteria related thereto, are in conformity with the Scope of the Project and the Specifications and Standards;
- (c) within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk;
- (d) if the aforesaid observations of the Independent 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 Concessionaire and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings;
- (e) no review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Government be liable for the same in any manner;
- (f) without prejudice to the foregoing provisions of this Clause 12.3, the Concessionaire shall submit to the Government for review and comments, its Drawings relating to alignment of the Project Highway, finished road level, location and layout of the Toll Plazas and general arrangement drawings of major bridges, flyovers and grade separators, and the Government shall have the right but not the obligation to undertake such review and provide its comments, if any, within 30 (thirty) days of the receipt of such Drawings. The provisions of this Clause 12.3 shall apply *mutatis mutandis* to the review and comments hereunder; and
- (g) within 90 (ninety) days of the Project Completion Date, the Concessionaire shall furnish to the Government and the Independent 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 Government, 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.

12.4 Four-Laning of the Project Highway

12.4.1 On or after the Appointed Date, the Concessionaire shall undertake construction of Four-Laning with paved shoulders as specified in Schedule-B and Schedule-C.

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and in conformity with the Specifications and Standards set forth in Schedule-D. The 1095th (One Thousand and Ninety Fifth) day from the Appointed Date shall be the scheduled date for completion of Four-Laning with paved shoulders (the "**Scheduled Four-Laning Date**") and the Concessionaire agrees and undertakes that Four-Laning with paved shoulders shall be completed on or before the Scheduled Four-Laning Date.

12.4.2 The Concessionaire shall construct the Project Highway in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Milestone in Schedule-G, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Government, it shall pay Damages to the Government in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Four-Laning with paved shoulders Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-G has been amended as above; provided further that in the event Project Completion Date is achieved on or before the Scheduled Four-Laning with paved shoulders Date, the Damages paid under this Clause 12.4.2 shall be refunded by the Government to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.4.2 shall be without prejudice to the rights of the Government under this Agreement, including the right of Termination thereof.

12.4.3 In the event that Four-Laning with paved shoulders is not completed within 270 (two hundred and seventy) days from the Scheduled Four-Laning Date, unless the delay is on account of reasons solely attributable to the Government or due to Force Majeure, the Government shall be entitled to terminate this Agreement.

12.5 Deleted

12.6 Deleted

12.7 Construction of service roads by the Government

The Government shall, at any time after the 8th (eighth) anniversary of the Appointed Date, be entitled in its discretion to undertake at its cost, construction of service roads on the Project Highway in accordance with the specifications and standards applicable to other district roads (ODRs) in the State. Such construction shall be undertaken without causing undue disruption to traffic and upon its completion, the Concessionaire shall have the obligation to maintain the service roads in accordance with Good Industry Practice and regulate the use thereof in accordance with the provisions of this Agreement.

D/C
Chief Engineer
DPI & Roads
Odisha Bhubaneswar



ARTICLE 13

MONITORING OF CONSTRUCTION

13.1 Monthly progress reports

During the Construction Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Government and the Independent Engineer a monthly report on progress of the Construction Works and shall promptly give such other relevant information as may be required by the Independent Engineer.

13.2 Inspection

During the Construction Period, the Independent Engineer shall inspect the Project Highway at least once a month and make a report of such inspection (the "Inspection Report") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Specifications and Standards. It shall send a copy of the Inspection Report to the Government and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

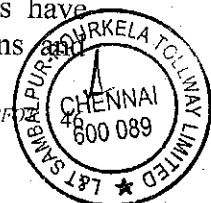
13.3 Tests

13.3.1 For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice for quality assurance. The size of sample for such tests shall, to the extent possible, not exceed 10% (ten per cent) of the quantity and/or number of tests prescribed by IRC and/or OWD for the construction works undertaken by the Government through their contractors. The Concessionaire shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the Independent Engineer and furnish the results thereof to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Government to the Concessionaire. For the avoidance of doubt, the costs to be incurred on any Test which is undertaken for determining the rectification of any defect or deficiency in construction shall be borne solely by the Concessionaire.

13.3.2 In the event that results of any tests conducted under this Clause 13.3 establish any defects or deficiencies in the Construction Works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the Construction Works into compliance with the Specifications and Standards.

DR
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Odisha Bhubaneswar

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Standards, and the procedure set forth in this Clause 13.3 shall be repeated until such Construction Works conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the Independent Engineer forthwith.

13.4 Delays during construction

Without prejudice to the provisions of Clause 12.4.2, if the Concessionaire does not achieve any of the Project Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that Four-Laning with paved shoulders is not likely to be achieved by the Scheduled Four-Laning with paved shoulders Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Independent 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.

13.5 Suspension of unsafe Construction Works

13.5.1 Upon recommendation of the Independent Engineer to this effect, the Government may by notice require the Concessionaire to suspend forthwith the whole or any part of the Construction Works if, in the reasonable opinion of the Government, such work threatens the safety of the Users and pedestrians.

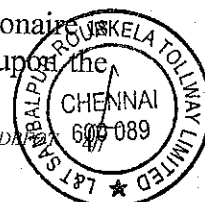
13.5.2 The Concessionaire shall, pursuant to the notice under Clause 13.5.1, suspend the Construction Works or any part thereof for such time and in such manner as may be specified by the Government and thereupon carry out remedial measures to secure the safety of suspended works and the Users. The Concessionaire may by notice require the Independent Engineer to inspect such remedial measures forthwith and make a report to the Government recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Independent Engineer, the Government shall either revoke such suspension or instruct the Concessionaire to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Government, and the procedure set forth in this Clause 13.5 shall be repeated until the suspension hereunder is revoked.

13.5.3 Subject to the provisions of Clause 34.7, all reasonable costs incurred for maintaining and protecting the Construction Works or part thereof during the period of suspension (the "**Preservation Costs**"), shall be borne by the Concessionaire; provided that if the suspension has occurred as a result of any breach of this Agreement by the Government, the Preservation Costs shall be borne by the Government.

13.5.4 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine any extension of the dates set forth in the Project Completion Schedule to which the Concessionaire is reasonably entitled, and shall notify the Government accordingly whereupon the

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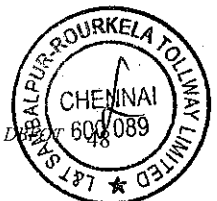
Government shall extend such Project Completion Schedule dates in accordance with the recommendations of the Independent Engineer. In the event that the Scheduled Four-Laning Date is extended pursuant hereto, the Concession Period shall be deemed to be extended by a period equal in length to the period of extension of the Scheduled Four-Laning Date.

13.6 Video recording

During the Construction Period, the Concessionaire shall provide to the Government 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 Construction Works in that quarter. The first such video recording shall be provided to the Government within 7 (seven) days of the Appointed Date and thereafter, no later than 15 (fifteen) days after the close of each quarter.


Chief Engineer
DPI & Roads
Odisha Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on Design-Build pattern



ARTICLE 14

COMPLETION CERTIFICATE

14.1 Tests

14.1.1 At least 30 (thirty) days prior to the likely completion of the Project Highway, the Concessionaire shall notify the Independent Engineer of its intent to subject the Project Highway to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire, and notified to the Government who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Concessionaire and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 10 (ten) days notice to the Independent Engineer.

14.1.2 All Tests shall be conducted in accordance with Schedule-I. The Independent Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Project Highway with Specifications and Standards and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of the Project Highway 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 Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Independent Engineer shall provide to the Concessionaire and the Government copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Independent Engineer may require the Concessionaire 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 with Specifications and Standards.

14.2 Completion Certificate

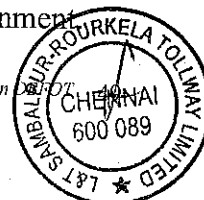
Upon completion of Construction Works and the Independent Engineer determining the Tests to be successful, it shall forthwith issue to the Concessionaire and the Government a certificate substantially in the form set forth in Schedule-J (the "**Completion Certificate**").

14.3 Provisional Certificate

14.3.1 The Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Schedule-J (the "**Provisional Certificate**") if the Tests are successful and the Project Highway can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the "**Punch List**"); provided that the Independent Engineer shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Government.

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14.3.2 The Parties hereto expressly agree that a Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project Highway, if at least 75% (seventy five per cent) of the total length of the Project Highway has been completed. Upon issue of such Provisional Certificate, the provisions of Article 15 shall apply to such completed part.

14.4 Completion of Punch List items

14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Government or due to Force Majeure, the Government shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Government or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 14.4.1.

14.4.2 Upon completion of all Punch List items, the Independent Engineer shall issue the Completion Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 14.4.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Government, shall entitle the Government to terminate this Agreement.

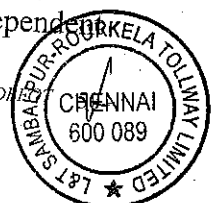
14.5 Withholding of Provisional Certificate

14.5.1 If the Independent Engineer determines that the Project Highway or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Government and the Concessionaire. Upon receipt of such a report from the Independent Engineer and after conducting its own inspection, if the Government is of the opinion that the Project Highway is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the Project Highway and direct the Independent Engineer to withhold issuance of the Provisional Certificate. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Article 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

~~14.5.2~~ Notwithstanding anything to the contrary contained in Clause 14.5.1, the Government may, at any time after receiving a report from the Independent

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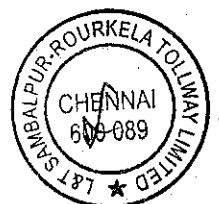
Engineer under that Clause, direct the Independent Engineer to issue a Provisional Certificate under Clause 14.3, and such direction shall be complied forthwith.

14.6 Rescheduling of Tests

If the Independent Engineer certifies to the Government and the Concessionaire 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 Concessionaire shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

RL
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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



ARTICLE 15

ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation Date (COD)

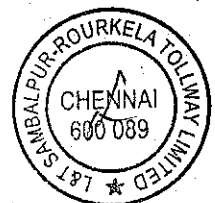
Four-Laning with paved shoulders shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 14, and accordingly the commercial operation date of the Project shall be the date on which such Completion Certificate or the Provisional Certificate is issued (the "COD"). The Project Highway shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to demand and collect Fee in accordance with the provisions of Article 27.

15.2 Damages for delay

Subject to the provisions of Clause 12.4, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Four-Laning Date, unless the delay is on account of reasons solely attributable to the Government or due to Force Majeure, the Concessionaire shall pay Damages to the Government in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved.

EC
 Chief Engineer
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 Odisha Bhubaneswar

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ARTICLE 16

CHANGE OF SCOPE

16.1 Change of Scope

16.1.1 The Government may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this Agreement (the "Change of Scope"). Any such Change of Scope shall be made in accordance with the provisions of this Article 16 and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Government in accordance with Clause 16.3.

16.1.2 If the Concessionaire determines at any time that a Change of Scope is necessary for providing safer and improved services to the Users, it shall by notice in writing require the Government to consider such Change of Scope. The Government shall, within 15 (fifteen) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefor in accordance with this Article 16 or inform the Concessionaire in writing of its reasons for not accepting such Change of Scope.

16.1.3 Any works or services which are provided under and in accordance with this Article 16 shall form part of the Project Highway and the provisions of this Agreement shall apply *mutatis mutandis* to such works or services.

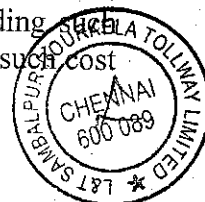
16.2 Procedure for Change of Scope

16.2.1 In the event of the Government determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder (the "Change of Scope Notice").

16.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Government 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 a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Government to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing information shall be reimbursed by the Government to the extent such cost is certified by the Independent Engineer as reasonable.

DA
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



16.2.3 Upon receipt of information set forth in Clause 16.2.2, if the Government decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Independent Engineer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Government shall issue an order (the "**Change of Scope Order**") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Government may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.

16.2.4 The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Concessionaire under this Article 16.

16.3 Payment for Change of Scope

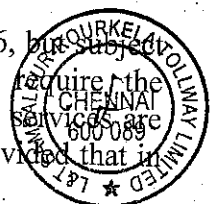
16.3.1 Within 7 (seven) days of issuing a Change of Scope Order, the Government shall make an advance payment to the Concessionaire in a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, 20% (twenty per cent) of the cost assessed by the Independent Engineer. The Concessionaire shall, after commencement of work, present to the Government bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documentation as is reasonably sufficient for the Government to determine the accuracy thereof. Within 30 (thirty) days of receipt of such bills, the Government shall disburse to the Concessionaire such amounts as are certified by the Independent Engineer as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure.

16.3.2 Notwithstanding anything to the contrary contained in Clause 16.3.1, all costs arising out of any Change of Scope Order issued during the Construction Period shall be borne by the Concessionaire, subject to an aggregate ceiling of 0.25% (zero point two five per cent) of the Total Project Cost. Any costs in excess of the ceiling shall be reimbursed by the Government in accordance with Clause 16.3.1. In the event that the total cost arising out of Change of Scope Orders (if any) issued prior to the Project Completion Date is less than 0.25% (zero point two five per cent) of the Total Project Cost, the difference thereof shall be credited by the Concessionaire to the Safety Fund within a period of 180 (one hundred and eighty) days of the Project Completion Date. For the avoidance of doubt, it is agreed that the aforesaid 0.25% (zero point two five per cent) of the Total Project Cost shall, to the extent borne by the Concessionaire, be deemed to form part of the actual capital cost of the Project.

16.4 Restrictions on certain works

16.4.1 Notwithstanding anything to the contrary contained in this Article 16, ~~but subject to the provisions of Clause 16.4.2, the Government shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay completion of Four-Laning with paved shoulders; provided that in~~

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the event that the Government considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Order shall not be reckoned for purposes of determining completion of Four-Laning with paved shoulders and issuing the Provisional Certificate.

- 16.4.2 Notwithstanding anything to the contrary contained in this Article 16, the Concessionaire shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed 5% (five per cent) of the Total Project Cost in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 20% (twenty per cent) of the Total Project Cost at any time during the Concession Period.

16.5 Power of the Government to undertake works

- 16.5.1 Notwithstanding anything to the contrary contained in Clauses 16.1.1, 16.2 and 16.3, the Government may, after giving notice to the Concessionaire and considering its reply thereto, award any works or services, contemplated under Clause 16.1.1, to any person on the basis of open competitive bidding; provided that the Concessionaire 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 Government[£], and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire 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 per cent) thereof. It is also agreed that the Concessionaire shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder.

- 16.5.2 The works undertaken in accordance with this Clause 16.5 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 Construction Works and Tests, shall apply *mutatis mutandis* to the works carried out under this Clause 16.5.

16.6 Reduction in Scope of the Project

- 16.6.1 If the Concessionaire shall have failed to complete any Construction Works on account of Force Majeure or for reasons solely attributable to the Government, the Government may, in its discretion, require the Concessionaire to pay 80% (eighty per cent) of the sum saved therefrom, and upon such payment to the Government, the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled. For the avoidance of doubt, it is agreed that in the event such reduction in Scope of the Project causes or will cause a reduction in net after-tax return of the Concessionaire, the Parties shall meet, as soon as reasonably practical, and agree on a full or partial waiver of the aforesaid payment of 80% (eighty per cent) so as to place the Concessionaire in the same financial position it would have enjoyed had there been no reduction in Scope of the Project. It is

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[£] The Government shall transfer 75% (seventy five per cent) of the amount so received to the first ranked bidder whose bid shall have been matched by the Concessionaire



further agreed that the liability of the Government under this Clause 16.6 shall not extend beyond waiver of the aforesaid 80% (eighty per cent). It is also agreed that in the event of a dispute, the Dispute Resolution Procedure shall apply.

- 16.6.2 For determining the obligations of the Concessionaire under this Clause 16.6, the provisions of Clauses 16.1, 16.2 and 16.4 shall apply *mutatis mutandis*, and upon issue of Change of Scope Order by the Government hereunder, the Concessionaire shall pay forthwith the sum specified therein.

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ARTICLE 17

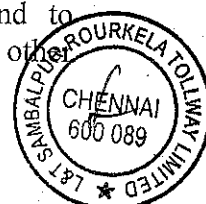
OPERATION AND MAINTENANCE

17.1 O&M obligations of the Concessionaire

17.1.1 During the Operation Period, the Concessionaire shall operate and maintain the Project Highway in accordance with this Agreement either by itself, or through the O&M Contractor and if required, modify, repair or otherwise make improvements to the Project Highway to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Concessionaire hereunder shall include:

- (a) permitting safe, smooth and uninterrupted flow of traffic on the Project Highway during normal operating conditions;
- (b) collecting and appropriating the Fee;
- (c) minimising disruption to traffic in the event of accidents or other incidents affecting the safety and use of the Project Highway by providing a rapid and effective response and maintaining liaison with emergency services of the State;
- (d) carrying out periodic preventive maintenance of the Project Highway;
- (e) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, pavement markings, lighting, road signs and other traffic control devices;
- (f) undertaking major maintenance such as resurfacing of pavements, repairs to structures, and repairs and refurbishment of tolling system and other equipment;
- (g) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the Project Highway;
- (h) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Project Highway;
- (i) protection of the environment and provision of equipment and materials therefor;
- (j) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project Highway;
- (k) maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and
- (l) complying with Safety Requirements in accordance with Article 18.

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17.1.2 The Concessionaire shall remove promptly from the Project Highway all surplus construction machinery and materials, 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. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at a particular site(s) to be decided in consultation with the Authority and the Independent Engineer

17.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads, over-passes, under-passes or other structures situated on the Site but not forming part of the carriageway.

17.2 Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period, the Project Highway conforms to the maintenance requirements set forth in Schedule-K (the "**Maintenance Requirements**").

17.3 Maintenance Manual

17.3.1 No later than 180 (one hundred and eighty) days prior to the Scheduled Four-Laning Date, the Concessionaire shall, in consultation with the Independent Engineer, evolve a repair and maintenance manual (the "**Maintenance Manual**") for the regular and preventive maintenance of the Project Highway in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Government and 2 (two) copies to the Independent Engineer. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause 17.3 shall apply, *mutatis mutandis*, to such revision.

17.3.2 Without prejudice to the provision of Clause 17.3.1, the Maintenance Manual shall, in particular, include provisions for maintenance of Project Assets and shall provide for life cycle maintenance, routine maintenance and reactive maintenance which may be reasonably necessary for maintenance and repair of the Project Assets, including replacement thereof, such that their overall condition conforms to Good Industry Practice.

17.4 Maintenance Programme

17.4.1 On or before COD and no later than 45 (forty five) days prior to the beginning of each Accounting Year during the Operation Period, as the case may be, the Concessionaire shall provide to the Government and the Independent Engineer, its proposed annual programme of preventive, urgent and other scheduled maintenance (the "**Maintenance Programme**") to comply with the Maintenance Requirements, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

(a) preventive maintenance schedule;

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- (b) arrangements and procedures for carrying out urgent repairs;
- (c) criteria to be adopted for deciding maintenance needs;
- (d) intervals and procedures for carrying out inspection of all elements of the Project Highway;
- (e) intervals at which the Concessionaire shall carry out periodic maintenance;
- (f) arrangements and procedures for carrying out safety related measures; and
- (g) intervals for major maintenance works and the scope thereof.

17.4.2 Within 15 (fifteen) days of receipt of the Maintenance Programme, the Independent Engineer shall review the same and convey its comments to the Concessionaire with particular reference to its conformity with the Maintenance Requirements, Maintenance Manual and Safety Requirements.

17.4.3 The Concessionaire may modify the Maintenance Programme as may be reasonable in the circumstances, and the procedure specified in Clauses 17.4.1 and 17.4.2 shall apply *mutatis mutandis* to such modifications.

17.5 Safety, vehicle breakdowns and accidents

17.5.1 The Concessionaire 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 including the setting up of temporary traffic cones and lights, and 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.

17.5.2 The Concessionaire's responsibility for rescue operations on the Project Highway shall be limited to an initial response to any particular incident until such time as the competent authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic. For this purpose, it 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 20,000 (twenty thousand) kilograms.

17.6 De-commissioning due to Emergency

17.6.1 If, in the reasonable opinion of the Concessionaire, there exists an Emergency which warrants de-commissioning and closure to traffic of the whole or any part of the Project Highway, the Concessionaire shall be entitled to de-commission and close the whole or any part of the Project Highway to traffic for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Concessionaire to the Government without any delay, and the Concessionaire shall diligently carry out and abide by any reasonable directions that the Government may give dealing with such Emergency.

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17.6.2 The Concessionaire shall re-commission the Project Highway or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Concessionaire to re-commission the Project Highway and shall notify the Government of the same without any delay.

17.6.3 Any decommissioning or closure of any part of the Project Highway and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

17.7 Lane closure

17.7.1 The Concessionaire shall not close any lane of the Project Highway for undertaking maintenance or repair works except with the prior written approval of the Independent Engineer. Such approval shall be sought by the Concessionaire through a written request to be made to the Independent Engineer, and a copy thereof furnished to the Government, at least 7 (seven) days before the proposed closure of such lane and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the Independent Engineer shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Government.

17.7.2 The provisions of Clause 17.7.1 shall not apply to de-commissioning under Clause 17.6.1 or to closure of any lane for a period not exceeding 2 (two) hours in a day at any time of the day and 6 (six) hours in a day at a time specified by the Independent Engineer as off-peak hours when the flow of traffic is comparatively lower.

17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire 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 Concessionaire shall pay Damages to the Government calculated at the rate of 0.1% (zero point one per cent) of the Average Daily Fee for every stretch of 250 (two hundred and fifty) metres, or part thereof, for each day of delay until the lane has been re-opened for traffic.

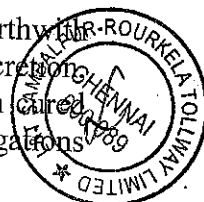
17.8 Damages for breach of maintenance obligations

17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Government shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Fee, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Government under this Agreement, including the right of Termination thereof.

17.8.2 The Damages set forth in Clause 17.8.1 may be assessed and specified forth by the Independent Engineer; provided that the Government may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations.

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hereunder. The Concessionaire shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.9 Government's right to take remedial measures

17.9.1 In the event the Concessionaire 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 O&M Inspection Report or a notice in this behalf from the Government or the Independent Engineer, as the case may be, the Government shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Government as Damages. For the avoidance of doubt, the right of the Government under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8.

17.9.2 The Government shall have the right, and the Concessionaire hereby expressly grants to the Government the right, to recover the costs and Damages specified in Clause 17.9.1 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Government under this Clause 17.9.2 and debit the same to O&M Expenses.

17.10 Overriding powers of the Government

17.10.1 If in the reasonable opinion of the Government, the Concessionaire 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, the Government may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

17.10.2 In the event that the Concessionaire, upon notice under Clause 17.10.1, fails to rectify or remove any hardship or danger within a reasonable period, the Government may exercise overriding powers under this Clause 17.10.2 and take over the performance of any or all the obligations of the Concessionaire 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 Government 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 Government in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Government shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.9 along with Damages specified therein.

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17.10.3 In the event of a national emergency, civil commotion or any other act specified in Clause 34.3, the Government may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it, and exercise such control over the Project Highway or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Government 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 Government. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 34. It is also agreed that the Concessionaire shall comply with such instructions as the Government may issue in pursuance of the provisions of this Clause 17.10, and shall provide assistance and cooperation to the Government, on a best effort basis, for performance of its obligations hereunder.

17.11 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 Concession Period from any cause whatsoever, the Concessionaire 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.

17.12 Modifications to the Project Highway

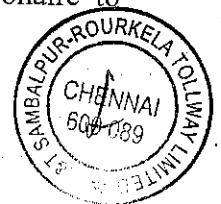
The Concessionaire shall not carry out any material modifications to the Project Highway save and except where such modifications are necessary for the Project Highway to operate in conformity with the Specifications and Standards, Maintenance Requirements, Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the Independent Engineer of the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Engineer may make within 15 (fifteen) days of receiving the Concessionaire's proposal. For the avoidance of doubt, all modifications made hereunder shall comply with the Specifications and Standards, Applicable Laws and the provisions of this Agreement.

17.13 Excuse from performance of obligations

The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project Highway is not available to traffic on account of any of the following for the duration thereof:

- (a) an event of Force Majeure;
- (b) measures taken to ensure the safe use of the Project Highway except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or

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- (c) compliance with a request from the Government or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Project Highway.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Project Highway open to traffic provided they can be operated safely.

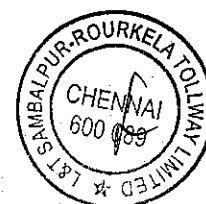
17.14 Barriers and diversions

The Government shall procure that during the Operation Period, no barriers are erected or placed by any Government Instrumentality on the Project Highway except for reasons of Emergency, national security, law and order or collection of inter-state taxes. The Government shall also make best endeavours to procure that no Government Instrumentality shall undertake or cause to be undertaken, except for reasons of Emergency, national security or law and order, any diversions of traffic from, or closing down of approach roads to the Project Highway that may cause a material adverse effect on the flow of traffic to and from the Project Highway.

17.15 Advertising on the Site

The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site if such advertising, display or hoarding shall be visible to the Users while driving on such Highway; provided that this restriction shall not apply to the Toll Plazas, rest areas, bus shelters and telephone booths located on the Project Highway if the advertising thereon does not, in the opinion of the Government, distract the Users or violates extant guidelines of OWD. All advertising on the Project Highway shall also conform to Good Industry Practice. For the avoidance of doubt, it is agreed that the rights of the Concessionaire hereunder shall be subject to Applicable Laws, as in force and effect from time to time, and no compensation shall be claimed on account thereof.

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ARTICLE 18


SAFETY REQUIREMENTS

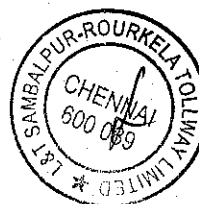
18.1 Safety Requirements

- 18.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Project Highway, and shall comply with the safety requirements set forth in Schedule-L (the "**Safety Requirements**").
- 18.1.2 The Government shall appoint an experienced and qualified firm or organisation (the "**Safety Consultant**") for carrying out safety audit of the Project Highway in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken in accordance with the provisions of Article 16. Costs and expenses on works and services not covered hitherto before and arising out of Safety Requirements shall, subject to the provisions of Clause 16.3.2, be borne from out of a dedicated safety fund (the "**Safety Fund**") to be funded and owned by the Government, but operated by the Concessionaire on behalf of, and in accordance with the directions of the Government.


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ARTICLE 19

MONITORING OF OPERATION AND MAINTENANCE**19.1 Monthly status reports**

During Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Government and the Independent Engineer a monthly report stating in reasonable detail the condition of the Project Highway including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Independent Engineer. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

19.2 Inspection

The Independent Engineer shall inspect the Project Highway at least once a month. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, the Maintenance Programme and Safety Requirements, and send a copy thereof to the Government and the Concessionaire within 7 (seven) days of such inspection.

19.3 Tests

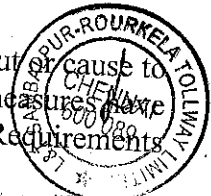
For determining that the Project Highway conforms to the Maintenance Requirements, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Independent Engineer and furnish the results of such tests forthwith to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Government to the Concessionaire.

19.4 Remedial measures

19.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause 19.3 and furnish a report in respect thereof to the Independent Engineer and the Government within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be; provided that where the remedying of such defects or deficiencies is likely to take more than 15 (fifteen) days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

19.4.2 The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project Highway into compliance with the Maintenance Requirements.

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Oct 18/2018



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and the procedure set forth in this Clause 19.4 shall be repeated until the Project Highway conforms to the Maintenance Requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Government shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 17.8.

19.5 Monthly Fee Statement

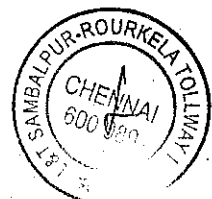
During the Operation Period, the Concessionaire shall furnish to the Government, within 7 (seven) days of completion of each month, a statement of Fee substantially in the form set forth in Schedule-M (the "**Monthly Fee Statement**"). The Concessionaire shall also furnish to the Government such other information as the Government may reasonably require, at specified intervals, in discharge of its statutory functions.

19.6 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, send to the Government and the Independent 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 weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case may be. For the purposes of this Clause 19.6, accidents and unusual occurrences on the Project Highway shall include:

- (a) death or injury to any person;
- (b) damaged or dislodged fixed equipment;
- (c) any obstruction on the Project Highway, which results in slow down of the services being provided by the Concessionaire;
- (d) disablement of any equipment during operation;
- (e) communication failure affecting the operation of Project Highway;
- (f) smoke or fire;
- (g) flooding of Project Highway; and
- (h) such other relevant information as may be required by the Government or the Independent Engineer.


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ARTICLE 20

TRAFFIC REGULATION

20.1 Traffic regulation by the Concessionaire

The Concessionaire shall regulate traffic on the Project Highway in accordance with the Applicable Laws, and subject to the supervision and control of the State authorities or a substitute thereof empowered in this behalf under the Applicable Laws.

20.2 Police assistance

For regulating the use of Project Highway in accordance with the Applicable Laws and this Agreement, the Government shall assist the Concessionaire in procuring police assistance from the State Police Department or a substitute thereof. The police assistance shall include setting up of a traffic aid post (the "Traffic Aid Post") at each of the Toll Plazas with a mobile Police squad for round-the-clock patrolling of the Project Highway.

20.3 Buildings for Traffic Aid Posts

The Concessionaire shall, in accordance with the type designs prescribed for such police outpost buildings by the State Government or a substitute thereof, construct buildings not exceeding 25 (twenty five) square metres of plinth area, for each of the Traffic Aid Posts, and hand them over to the Government no later than 30 (thirty) days prior to the Scheduled Four-Laning Date. The Traffic Aid Posts shall be deemed to be part of the Site and shall vest in the Government.

20.4 Recurring expenditure on Police assistance

On or before the Scheduled Four-Laning Date, the Concessionaire shall provide to the State Police Department or a substitute thereof one Jeep or similar vehicle in good working condition along with chauffeurs for round-the-clock patrolling as set forth in Clause 20.2 and shall meet the operating costs of such vehicle including the salaries and allowances of the chauffeurs. The Concessionaire shall maintain the Traffic Aid Post buildings in accordance with Good Industry Practice. For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Police Department or a substitute thereof.

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ARTICLE 21

EMERGENCY MEDICAL AID**21.1 Medical Aid Posts**

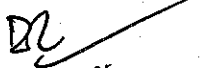
For providing emergency medical aid during the Operation Period, as set forth in this Agreement, the Concessionaire shall assist the State Government or a substitute thereof to be designated by the Government in setting up and operating a medical aid post (the "**Medical Aid Post**") at each of the Toll Plazas with round-the-clock ambulance services for victims of accidents on the Project Highway.

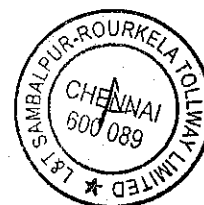
21.2 Buildings for Medical Aid Posts

The Concessionaire shall, at its cost and in accordance with the type designs prescribed for such buildings by the State Medical Department (or a substitute thereof to be designated by the Government), construct an aid post building and 2 (two) residential quarters, and hand them over to the Government, no later than 30 (thirty) days prior to Scheduled Four-Laning Date. The Medical Aid Post(s) shall be deemed to be part of the Site and shall vest in the Government.

21.3 Recurring expenditure on Medical Aid Posts

On or before COD, the Concessionaire shall provide to the State Medical Department or a substitute thereof to be designated by the Government one ambulance in good working condition along with chauffeurs for round-the-clock ambulance services as set forth in Clause 21.1 and meet the operating costs of such ambulance including the salaries and allowances of the chauffeurs. The Concessionaire shall maintain the Medical Aid Post buildings in accordance with Good Industry Practice. For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Medical Department or a substitute thereof to be designated by the Government.


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ARTICLE 22

TRAFFIC CENSUS AND SAMPLING

22.1 Traffic census

The Concessionaire shall install, maintain and operate electronic/computerised traffic counters at each of the Toll Plazas and collect data relating to the number and types of vehicles using the Project Highway. The Concessionaire shall also install, maintain and operate weighing platforms (weigh-in-motion type) for recording, on a sample basis, the weight of commercial goods vehicles using the Project Highway. A weekly statement of such data shall be compiled and furnished forthwith by the Concessionaire to the Government substantially in the form specified in Schedule-N.

22.2 Traffic survey

The Government may require the Concessionaire to conduct, during each year of the Concession Period, a detailed traffic survey at such frequency and on such days as the Government may specify, provided that the cumulative period of such survey shall not exceed 14 (fourteen) days in a year. The Concessionaire shall, at its own cost, carry out or cause to be carried out, the survey in the form and manner reasonably specified by the Government and furnish a detailed report thereof within 15(fifteen) days of the completion of each survey. For the avoidance of doubt, the Government may also conduct traffic surveys, in such manner as it deems fit and at its own cost, through any agency designated by it for this purpose.

22.3 Traffic sampling

22.3.1 For determining the actual traffic on the Project Highway, the Government shall be entitled to inspect the relevant records of the Concessionaire, and may, at its own cost, undertake traffic sampling substantially in the manner set forth in Schedule-O at such frequency as it may deem appropriate, but in no case for less than a continuous period of 7 (seven) days. The Concessionaire shall provide such assistance as the Government may reasonably require for such traffic sampling.

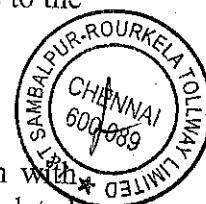
22.3.2 If the traffic sampling pursuant to this Clause 22.3 demonstrates that the actual traffic is more than the traffic reported by the Concessionaire, the traffic determined by the traffic sampling shall be deemed to be the traffic for purposes of this Agreement and in the event of any Dispute relating to the traffic sampling, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, Realisable Fee for any comparable period shall be calculated with reference to the traffic determined hereunder.

22.4 Computer systems and network


The Concessionaire shall install, operate and maintain a computer system with round-the-clock connections to the networks of the Government and other related entities for exchange of data and information useful or necessary for efficient and transparent regulation and management of traffic. For this purpose, it shall follow

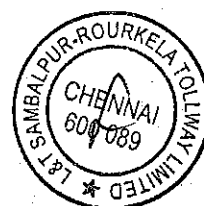
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such protocol for Electronic Data Interchange (the "EDI") as the Government may specify. For the avoidance of doubt, it is agreed that the form specified in Schedule-N may be modified by the Government from time to time for conforming to the requirements and output of EDI.


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ARTICLE 23

INDEPENDENT ENGINEER**23.1 Appointment of Independent Engineer**

The Government shall appoint a consulting engineering firm from a panel of 10 (ten) firms or bodies corporate, constituted by the Government substantially in accordance with the selection criteria set forth in Schedule-P, to be the independent consultant under this Agreement (the "**Independent Engineer**"). The appointment shall be made no later than 90 (ninety) days from the date of this Agreement and shall be for a period of 3 (three) years. On expiry or termination of the aforesaid period, the Government may in its discretion renew the appointment, or appoint another firm from a fresh panel constituted pursuant to Schedule-P to be the Independent Engineer for a term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment.

23.2 Duties and functions

23.2.1 The Independent Engineer shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule-Q.

23.2.2 The Independent Engineer shall submit regular periodic reports (at least once every month) to the Government in respect of its duties and functions set forth in Schedule-Q.

23.3 Remuneration

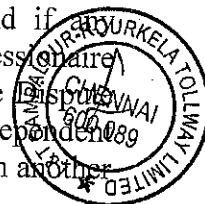
The remuneration, cost and expenses of the Independent Engineer shall be paid by the Government and subject to the limits set forth in Schedule-P, one-half of such remuneration, cost and expenses shall be reimbursed by the Concessionaire to the Government within 15 (fifteen) days of receiving a statement of expenditure from the Government.

23.4 Termination of appointment

23.4.1 The Government may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 23.1.

23.4.2 If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Government and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Government shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable resolution of the Dispute, and if difference or disagreement between the Government and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Government shall appoint forthwith another Independent Engineer in accordance with Clause 23.1.

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23.5 Authorised signatories

The Government shall require the Independent Engineer to designate and notify to the Government and the Concessionaire up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

23.6 Dispute resolution

If either Party disputes any advice, instruction, decision, direction or award of the Independent Engineer, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.



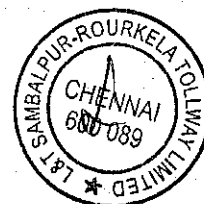
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Part IV

Financial Covenants

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Chief Engineer
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Odisha, Bhubaneswar

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ARTICLE 24

FINANCIAL CLOSE

24.1 Financial Close

24.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 120 (one hundred and twenty) days, subject to payment of Damages to the Government in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay, and for a further period not exceeding 80 (eighty) days, subject to payment of Damages at the rate specified in Clause 4.3; provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Government in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.

24.1.2 The Concessionaire shall, upon occurrence of Financial Close, notify the Government forthwith, and shall have provided to the Government, at least 2 (two) days prior to the Financial Close, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

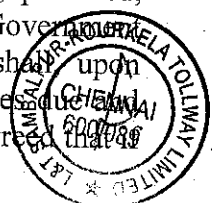
24.2 Termination due to failure to achieve Financial Close

24.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 34.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 24.1.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. For the avoidance of doubt, it is agreed that in the event the Parties hereto have, by mutual consent, determined the Appointed Date to precede the Financial Close, the provisions of this Clause 24.2.1 shall not apply.

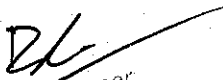
24.2.2 Upon Termination under Clause 24.2.1, the Government shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, if Financial Close has not occurred solely as a result of the Government being in default of any of its obligations under Clause 4.1.2, it shall, upon Termination, return the Bid Security forthwith along with the Damages payable under Clause 4.2. For the avoidance of doubt, it is expressly agreed that

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the Bid Security shall have been substituted by Performance Security, the Government shall be entitled to encash therefrom an amount equal to Bid Security.


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ARTICLE 25

GRANT

25.1 Grant

25.1.1 The Government agrees to provide to the Concessionaire cash support by way of an outright grant equal to the sum set forth in the Bid, namely, Rs. 465.30 Cr. (Rupees Four Hundred Sixty Five Crore and Thirty Lakh Only), in accordance with the provisions of this Article 25 (the "Grant").

25.1.2 The Grant shall be disbursed to the Concessionaire by way of Equity Support in accordance with the provisions of Clause 25.2, and the balance remaining, if any, shall be disbursed as O&M Support in accordance with the provisions of Clause 25.3.

25.2 Equity Support

25.2.1 Subject to the conditions specified in this Clause 25.2, the Grant shall be credited to the Escrow Account and shall be applied by the Concessionaire for meeting the Total Project Cost (the "Equity Support").

25.2.2 The Equity Support shall not exceed the sum specified in the Bid and as accepted by the Government, but shall in no case be greater than the Equity, and shall be further restricted to a sum not exceeding 20% (twenty per cent) of the Total Project Cost. For the avoidance of doubt, the Total Project Cost to be reckoned for the purposes of this Clause 25.2.2 shall include Equity Support.

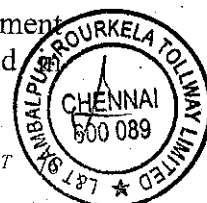
25.2.3 Equity Support shall be due and payable to the Concessionaire after it has expended the Equity, and shall be disbursed proportionately along with the loan funds thereafter remaining to be disbursed by the Senior Lenders under the Financing Agreements. The Government shall disburse each tranche of the Equity Support as and when due, but no later than 15 (fifteen) days of receiving a request from the Concessionaire along with necessary particulars.

25.2.4 In the event of occurrence of a Concessionaire Default, disbursement of Equity Support shall be suspended till such Concessionaire Default has been cured by the Concessionaire.

25.2.5 Subject to the provisions of the Scheme of Financial Support to Public Private Partnership in Infrastructure as notified by the Central Government (the "**Scheme for Financial Assistance**"), the Government shall, for funding the Grant specified in Clause 25.1.1, use its best endeavours and provide all reasonable support to the Concessionaire for obtaining viability gap funding under the Scheme for Financial Assistance. For the avoidance of doubt, it is expressly agreed that in the event of the Concessionaire being able to receive such viability gap funding for the Project, the same shall, for the purposes of this Agreement be deemed to be Grant by the Government hereunder, to be disbursed in accordance with the provisions of the Scheme for Financial Assistance. It is further agreed that the Government shall at all times discharge its obligation to disburse Grant under and

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accordance with this Article 25 whether or not funds are disbursed to the Concessionaire under the Scheme for Financial Assistance.

25.3 O&M Support

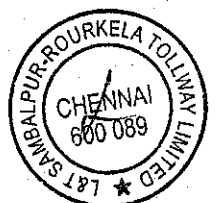
25.3.1 The balance of the Grant, if any, remaining after disbursement of the Equity Support shall be disbursed to the Concessionaire in accordance with Clause 25.3.2 for meeting O&M Expenses and Debt Service of the Project (the "O&M Support").

25.3.2 The O&M Support shall be disbursed by the Government in quarterly instalments and the first such instalment shall be released within 90 (ninety) days of COD. Each instalment shall be a sum equal to 5 (five) per cent of the Equity Support and such instalments shall be disbursed by the Government until the Grant is exhausted.

25.4 Deleted

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ARTICLE 26

CONCESSION FEE

26.1 Concession Fee

In consideration of the grant of Concession, the Concessionaire shall pay to the Government by way of concession fee (the "**Concession Fee**") a sum of Re.1 (Rupee one) per annum and the Premium specified in Clause 26.2.

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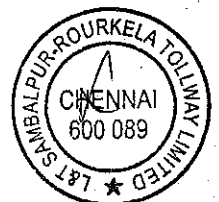
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26.5 Verification of Realisable Fee

26.5.1 The Government may, in order to satisfy itself that the Concessionaire is reporting its Realisable Fee honestly and faithfully, depute its representatives to the Toll Plazas and the offices of the Concessionaire, and undertake such other measures and actions as it may deem necessary, to ascertain the actual Fee revenues.

26.5.2 If the verification of Fee revenues pursuant to this Clause 26.5 demonstrates that the Realisable Fee is more than the amount reported by the Concessionaire, the Government shall, for the purpose of determining the Fee revenues, be entitled to undertake traffic sampling for a continuous period of 7 (seven) days in accordance with Clause 22.3. The Parties hereto agree that if the average daily Fee revenue determined under this Clause 26.5.2 exceeds the average daily Realisable Fee reported by the Concessionaire during the preceding month by 1% (one per cent) thereof, the difference between such Fee revenue and Realisable Fee shall be multiplied by 180 (one hundred and eighty) and the product thereof shall be paid as Damages by the Concessionaire to the Government, and in the event of any Dispute relating to the traffic sampling, the Dispute Resolution Procedure shall apply. For the avoidance of doubt, it is agreed that seasonal variations in traffic volume shall be determined by the Independent Engineer on the basis of past trends and other relevant information, and due weightage shall be assigned to such variations in computing the Realisable Fee payable under this Clause 26.5.2.

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ARTICLE 27

USER FEE

27.1 Collection and appropriation of Fee

27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users in accordance with this Agreement and the Notification No. PPP/39/11(Part II) 6642/W dated 23 June 2011 issued by the Government of Odisha in exercise of the powers conferred by Section 13 of the Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010) (the "**Fee Rules**"); provided that for ease of payment and collection, such Fee shall be rounded off to the nearest 1 (one) rupee in accordance with the Fee Rules; provided further that the Concessionaire may determine and collect Fee at such lower rates as it may, by public notice to the Users, specify in respect of all or any category of Users or vehicles.

27.1.2 The Parties acknowledge that a notification for levy and collection of Fee has been issued by the Government under Notification No. PPP/39/11(Part II) 6642/W dated 23 June 2011 issued by the Government of Odisha in exercise of the powers conferred by Section 13 of the Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010), (the "**Fee Notification**") and a copy of thereof is set forth in Schedule-R and includes any subsequent notifications issued from time to time for levy and collection of the Fee contemplated by the provisions of this Agreement.


27.1.3 The Concessionaire acknowledges and agrees that upon payment of Fee, any User shall be entitled to use the Project Highway and the Concessionaire shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement.

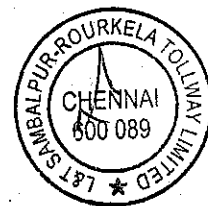
27.1.4 The Concessionaire acknowledges and agrees that any User who is not liable for payment of the Fee shall be entitled to use the Project Highway without any restrictions, except to the extent specified in any Applicable Law, Applicable Permit or the provisions of this Agreement. For the avoidance of doubt, the Concessionaire hereby acknowledges that Exempted Vehicles are not liable to payment of Fee.

27.2 Revision of Fee

27.2.1 The Parties hereto acknowledge and agree that the Fee shall be revised annually on April 1 subject to and in accordance with the provisions of the Fee Rules; provided, however, that no revision shall be effected within a period of 6 (six) months from the date of the preceding revision of Fee.

27.2.2 Deleted


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- 27.2.3 The Concessionaire hereby acknowledges and agrees that it is not entitled to any revision of Fee or other relief from the Government or any Government Instrumentality except in accordance with the express provisions of this Agreement.

27.3 Exemption for Local Users

The Concessionaire shall not collect any Fee from a Local User for non-commercial use of the Project Highway, and shall issue a pass in respect thereof for commuting on a section of the Project Highway as specified in such pass and for crossing the Toll Plaza specified therein. For carrying out the provisions of this Clause 27.3, the Concessionaire shall formulate, publish and implement an appropriate scheme, and make such modifications to the scheme as may reasonably be suggested by the Government or by Local Users from time to time; provided that for defraying its expenses on issuing of passes and handling of Local Users, the Concessionaire shall be entitled to charge a monthly fee of Rs.150 (Rupees One hundred and fifty only), with reference to the base year 2010-11, to be revised annually in accordance with the Fee Rules to reflect the variation in WPI, and then rounded off to the nearest 5 (five) rupees; provided further that no passes will be required or Fee collected from a vehicle that uses part of the Project Highway and does not cross a Toll Plaza.

27.4 Free use of service road

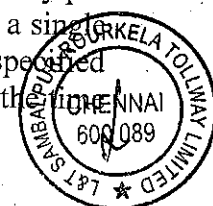
- 27.4.1 The Concessionaire shall not permit entry of Local Users, Tractors, animal-drawn vehicles, three-wheelers and Motor Cycles on the carriageway of the Project Highway where a service road or alternative road is available in conformity with the provisions of Fee Rules; provided that a Motor Cycle shall be permitted to use such carriageway upon payment of Fee. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to set up temporary or permanent Fee collection booths, entry barriers or such other restrictions on the service roads, as may reasonably be necessary for preventing evasion of Fee by vehicles which are otherwise liable to payment of Fee.

- 27.4.2 Any motorised vehicle, not being a Tractor, animal-drawn vehicle, three-wheeler, Motor Cycle or a vehicle of Local User, using the service road forming part of the Project Highway shall be liable to payment of Fee as if it was using the Project Highway. For the avoidance of doubt, a vehicle which is not liable to payment of Fee for use of any section of the Project Highway shall not be required to pay Fee if it is using a service road in that section of the Project Highway.

27.5 Discounted Fee for frequent Users

- 27.5.1 The Concessionaire shall, upon request from any driver, owner or person in charge of mechanical vehicle which is registered for non commercial purpose, issue a return pass on payment of a sum equal to 150% (one hundred and fifty per cent) of the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Project Highway. Such return pass shall entitle the specified vehicle to undertake a return journey within 24 (twenty four) hours from the time of payment of Fee.

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27.5.2 The Concessionaire shall, upon request from any driver, owner or person in charge of mechanical vehicle which is registered for non commercial purpose for issue of 50 (fifty) or more one-way toll tickets, issue such tickets at a discounted rate equivalent to two-thirds of the Fee payable for the respective vehicle. Such discounted tickets shall entitle the specified vehicle to commute on the Project Highway by using one ticket for a single one-way trip at any time during a period of one month from the date of payment of Fee.

27.6 Reappropriation of excess Fee

27.6.1 In the event that the average daily traffic of PCUs in any Accounting Year shall have reached a level equivalent to 120% (one hundred and twenty per cent) of the designed capacity specified in Clause 29.2.3 (the "**Traffic Cap**"), the Fee levied and collected from the traffic exceeding the Traffic Cap shall, notwithstanding anything to the contrary contained in this Agreement, be deemed to be due and payable to the Government in accordance with the provisions of Clause 27.6.2.

27.6.2 If traffic in any Accounting Year exceeds the Traffic Cap, the Concessionaire shall be entitled to collect and appropriate the Realisable Fee for traffic not exceeding the Traffic Cap and for all traffic exceeding the Traffic Cap, the Concessionaire shall collect and deposit the same into the Safety Fund within 60 (sixty) days of the close of the relevant Accounting Year; provided that the balance remaining in respect of the excess traffic of the last Accounting Year of the Concession Period shall be credited to the Safety Fund within 30 (thirty) days of the Transfer Date.

27.7 Tolling Contractor

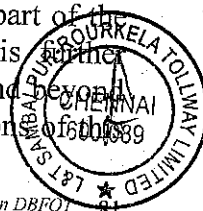
The Concessionaire may appoint a Tolling Contractor or any other person to collect the Fee for and on behalf of the Concessionaire, provided that notwithstanding such appointment, the Concessionaire shall be and remain solely liable and responsible for the collection of Fee in accordance with this Agreement and its deposit into the Escrow Account and for compliance with the provisions of this Agreement.

27.8 Fee collection points

Fee shall ordinarily be collected at the Toll Plazas from vehicles crossing the Toll Plazas and using the whole or part of the Project Highway; provided that for preventing evasion of Fee by any vehicle circumventing one or both of the Toll Plazas and using the whole or part of the Project Highway located between such Toll Plazas, the Concessionaire shall be entitled to set up at its own risk and cost, and in consultation with the Independent Engineer, its temporary or permanent Fee collection booths, or impose such other restrictions on entry to the Project Highway, as may reasonably be necessary for preventing such evasion. For the avoidance of doubt, the Concessionaire hereby acknowledges and agrees that it shall not determine or collect Fee from Users who only use part of the Project Highway which is situated between the two Toll Plazas OR only use part of the Project Highway situated on any one side of the Toll Plaza. It is further acknowledged and agreed that the restrictions hereunder shall not extend beyond a distance of 10 (ten) kilometres from the Toll Plazas and the provisions of

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Clause 27.8 shall be so enforced as to minimise inconvenience to Users who are not liable to payment of Fee.

27.9 Additional charge for evasion of Fee

In the event that any vehicle uses the Project Highway without payment of Fee due, the Concessionaire shall be entitled to determine and collect from such vehicle the Fee due and an equivalent amount towards predetermined liquidated damages for unauthorised use of the Project Highway; provided that the determination and collection of such liquidated damages shall be at the risk and cost of the Concessionaire and the Government shall not in any manner be liable on account thereof; provided that upon failure of the driver of such vehicle to pay Fee, the Concessionaire may prevent such vehicle from using the Project Highway and may have such vehicle removed therefrom.

27.10 Additional fee for overloaded vehicles

Without prejudice to the liability incurred under the Applicable Laws by any person driving a vehicle that is loaded in excess of the permissible limit set forth in such laws, the Concessionaire may recover Fee for such overloaded vehicle at the rate applicable to the next higher category of vehicles.

Provided that such Fee shall be levied on the basis of actual Gross Vehicle Weight as measured by a standardised static weighing machine to be installed by the Concessionaire at each of the Toll Plazas and where no such weighing machine has been installed, the Concessionaire shall not be entitled to collect Fee for the next higher category of vehicles.

Provided further that upon detection of overloading, the Concessionaire shall prevent the vehicle from using the Project Highway until the excess load has been removed from such vehicle and the Government shall not be liable for any act of omission of the Concessionaire in relation to such vehicle or person driving such vehicle.

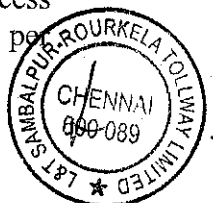
27.11 Display of Fee rates

27.11.1 The Concessionaire shall, one kilometre before the Toll Plaza, 500 (five hundred) metres before the Toll Plaza and 50 (fifty) metres before entry to the Toll Plazas, prominently display the applicable rates of Fee for information of Users approaching the Toll Plaza and shall also publish and display such other information in such manner as may be prescribed under the Fee Rules.

27.11.2 The Concessionaire shall, from time to time, inform the Government of the applicable Fee and the detailed calculation thereof. Such information shall be communicated at least 15 (fifteen) days prior to the revision of Fee under and in accordance with the Fee Notification.

27.11.3 The Concessionaire shall not revise, display or collect any amounts in excess of the rates of Fee payable under the Fee Notification. In the event any excess amounts are collected by or on behalf of the Concessionaire, it shall, upon receiving a notice to this effect from the Government, refund such excess amounts to the Government along with Damages equal to 25% (twenty five per cent) thereof.

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ARTICLE 28

REVENUE SHORTFALL LOAN

28.1 Revenue Shortfall Loan

28.1.1 If the Realisable Fee in any Accounting Year shall fall short of the Subsistence Revenue as a result of an Indirect Political Event, a Political Event or a Government Default, as the case may be, the Government shall, upon request of the Concessionaire, provide a loan for meeting such shortfall (the "**Revenue Shortfall Loan**") at an interest rate equal to 2% (two per cent) above the Bank Rate.

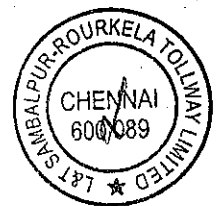
28.1.2 If the half-yearly results of the Concessionaire indicate that the shortfall referred to in Clause 28.1.1 and contemplated for an Accounting Year has arisen in respect of the first 6 (six) months thereof, the Concessionaire shall be entitled to a provisional Revenue Shortfall Loan; provided that, no later than 60 (sixty) days after the close of such Accounting Year, the Concessionaire shall either repay the provisional loan with interest or adjust it against the Revenue Shortfall Loan, if any, as may be due to it under this Clause 28.1.

28.1.3 The Government shall disburse the Revenue Shortfall Loan or the provisional Revenue Shortfall Loan, as the case may be, within 30 (thirty) days of receiving a valid request from the Concessionaire along with the particulars thereof including a detailed account of the Indirect Political Event, Political Event or the Government Default, as the case may be, and its impact on the collection of Fee.

28.2 Repayment of Revenue Shortfall Loan

A sum equal to 50% (fifty per cent) of the 'profit before tax' of the Concessionaire, as and when made, shall be earmarked for repayment of the Revenue Shortfall Loan and interest thereon, and paid by the Concessionaire to the Government within 90 (ninety) days of the close of the Accounting Year in which such profits have been made; provided that the Concessionaire shall repay the entire Revenue Shortfall Loan and interest thereon no later than one year prior to the expiry of the Concession Period and in the event that any sum remains due or outstanding at any time during such period of one year, the Government shall be entitled to terminate this Agreement forthwith. For the avoidance of doubt, it is agreed that the repayment of Revenue Shortfall Loan shall be in accordance with and subject to the provisions of Article 31.

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ARTICLE 29

EFFECT OF VARIATIONS IN TRAFFIC GROWTH**29.1 Effect of variations in traffic growth**

29.1.1 The Government and the Concessionaire acknowledge that the traffic as on October 1, 2023 (the "**Target Date**") is estimated to be 25,732 PCUs per day (the "**Target Traffic**"), and hereby agree that for determining the modifications to the Concession Period under this Article 29, the actual traffic on the Target Date shall be derived by computing the average of the traffic as determined by traffic sampling to be undertaken, in accordance with Clause 22.3, on the date that falls one year prior to the Target Date, on the Target Date and on the first anniversary of the Target Date (the "**Actual Average Traffic**"). For the avoidance of doubt, it is agreed that traffic sampling shall be undertaken for a continuous period of 7 (seven) days during anytime within 15 (fifteen) days prior to the date specified herein and the average thereof shall be deemed to be the actual traffic. It is further agreed that if the Project Highway shall have two or more Toll Plazas, the average traffic thereof shall be computed for determining the Actual Average Traffic hereunder.

29.1.2 In the event that the Actual Average Traffic shall have fallen short of the Target Traffic by more than 2.5% (two point five per cent) thereof or exceeded the Target Traffic by more than 2.5% (two point five per cent) thereof, the Concession Period shall be deemed to be modified in accordance with Clause 29.2. For the avoidance of doubt, in the event of any Dispute relating to Actual Average Traffic, the Dispute Resolution Procedure shall apply.

29.2 Modification in the Concession Period

29.2.1 Subject to the provisions of Clause 29.1.2, in the event Actual Average Traffic shall have fallen short of the Target Traffic, then for every 1% (one per cent) shortfall as compared to the Target Traffic, the Concession Period shall, subject to payment of Concession Fee in accordance with this Agreement, be increased by 1.5% (one point five per cent) thereof; provided that such increase in Concession Period shall not in any case exceed 20% (twenty per cent) of the Concession Period. For the avoidance of doubt, and by way of illustration, it is agreed that in the event of a shortfall of 10.6% (ten point six per cent) in Target Traffic, the Concession Period shall be increased by 15% (fifteen per cent) thereof.

29.2.2 Subject to the provisions of Clause 29.1.2, in the event Actual Traffic shall have exceeded the Target Traffic, then for every 1% (one per cent) excess as compared to the Target Traffic, the Concession Period shall be reduced by 0.75% (zero point seven five per cent) thereof; provided that such reduction in Concession Period shall not in any case exceed 10% (ten per cent) thereof. For the avoidance of doubt and by way of illustration, it is agreed that in the event of an excess of 8.7% (eight point seven per cent) in Target Traffic, the Concession Period shall be reduced by 6% (six per cent) thereof.


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Provided further that in lieu of a reduction in Concession Period under this Clause 29.2.2, the Concessionaire may elect to pay, in addition to the Concession Fee that would be due and payable if the Concession Period were not reduced hereunder, a further premium equal to 25% (twenty five per cent) of the Realisable Fee in the respective year(s), and upon notice given to this effect by the Concessionaire no later than 2 (two) years prior to the Transfer Date contemplated under this Clause 29.2.2, the Government shall waive the reduction in Concession Period hereunder and recover the Concession Fee and the aforesaid premium for the period waived hereunder.

29.2.3 Notwithstanding anything to the contrary contained in this Agreement, if the average daily traffic of PCUs in any Accounting Year shall exceed the designed capacity of the Project Highway and shall continue to exceed the designed capacity for 3 (three) Accounting Years following thereafter, an Indirect Political Event shall be deemed to have occurred and the Government may in its discretion terminate this Agreement by issuing a Termination Notice and making a Termination Payment under and in accordance with the provisions of Clause 34.9.2; provided that before issuing the Termination Notice, the Government shall inform the Concessionaire of its intention to issue such Termination Notice and grant a period of 180 (one hundred and eighty) days for making a representation, and may, after the expiry of such period, whether or not it has received such representation, in its sole discretion issue the Termination Notice. For the avoidance of doubt, the Parties agree that an average daily traffic of 60,000 PCUs and 60,000 PCUs shall be deemed to be the designed capacity of the Four-Lane Project Highway.

29.2.4 If the Concessionaire shall have, prior to issue of a Termination Notice under Clause 29.2.3, completed the construction works necessary for augmenting the capacity of the Project Highway such that its capacity shall have increased sufficiently for carrying the then current traffic in accordance with the relevant provisions of the Indian Roads Congress Publication No. IRC - 64, 1990 or any substitute thereof, the Indirect Political Event specified in Clause 29.2.3 shall be deemed to have been cured.


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ARTICLE 30

CONSTRUCTION OF ADDITIONAL TOLLWAY**30.1 Restrictions on construction of Additional Tollway**

30.1.1 Notwithstanding anything to the contrary contained in this Agreement but subject always to Clause 30.2, the Government shall not construct, and shall procure that no Government Instrumentality shall construct or cause to be constructed, any expressway or other toll road between, inter alia, Sambalpur and Rourkela i.e. Km 4/900 and Km 167/900 on State Highway No. 10 (collectively the "Additional Tollway") for use by traffic at any time before the 20th (twentieth) anniversary of the Appointed Date; For the avoidance of doubt, Additional Tollway does not include any expressway or other toll road connecting, inter alia, Sambalpur and Rourkela i.e. Km 4/900 and Km 167/900 on State Highway No. 10 if the length of such expressway or toll road exceeds the length of the existing route comprising the Project Highway by 20% (twenty per cent) thereof.

30.1.2 If the Government shall be in breach of the provisions of Clause 30.1.1, the Concessionaire shall, without prejudice to its other rights and remedies under this Agreement, be entitled to receive compensation from the Government under and in accordance with the provisions of Clause 35.4.

30.2 Modification in the Concession Period

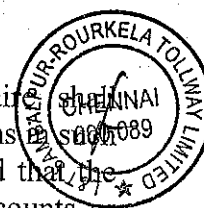
In the event of the Government or any Government Instrumentality constructing or causing construction of any Additional Tollway, the following shall apply:

- (a) if the Additional Tollway is opened to traffic between the 12th (twelfth) and 22nd (twenty second) anniversary of the Appointed Date, the Concessionaire shall be entitled to an additional Concession Period, which shall be equal in duration to the period between the opening of the Additional Tollway and the 22nd (twenty second) anniversary. For the avoidance of doubt, if the Additional Tollway is opened on the 14th (fourteenth) anniversary, the Concession Period shall be deemed to be 30 (thirty) years.
- (b) if the Concession Period is to be increased in accordance with the provisions of this Clause 30.2, the same shall be added to the Concession Period due to the Concessionaire under and in accordance with all other provisions of this Agreement, save and except the provisions relating to Termination.

30.3 Minimum Fee for the Project Highway

Upon commissioning of the Additional Tollway, the Concessionaire shall continue to collect the Fee, and shall not offer any discounts or reductions in Fee except with the prior written consent of the Government; provided that the Concessionaire may continue, in the same form and manner, any discounts or reductions that it had offered to any general or special class of Users or vehicles

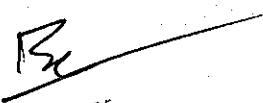
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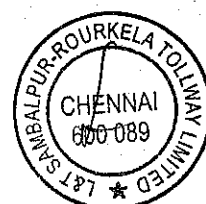


for a continuous period of three years prior to the opening of the Additional Tollway to traffic.

30.4 Minimum Fee for Additional Tollway

The Government agrees and undertakes to procure that the fee to be levied and collected during the subsistence of this Concession from any vehicle or class of vehicles using the Additional Tollway shall at no time be less than 25% (twenty five per cent) higher than the Fee levied and collected from similar vehicles using the Project Highway.


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ARTICLE 31

ESCROW ACCOUNT

31.1 Escrow Account

31.1.1 The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the "**Escrow Bank**") in accordance with this Agreement read with the Escrow Agreement.

31.1.2 The nature and scope of the Escrow Account are fully described in the agreement (the "**Escrow Agreement**") to be entered into amongst the Concessionaire, the Government, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule-S.

31.2 Deposits into Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

- (a) all funds constituting the Financial Package;
- (b) all Fee and any other revenues from or in respect of the Project Highway, including the proceeds of any rentals, deposits, capital receipts or insurance claims; and
- (c) all payments by the Government, after deduction of any outstanding Concession Fee:

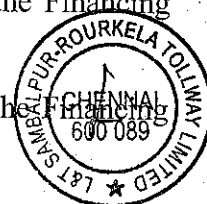
Provided that the Senior Lenders may make direct disbursements to the EPC Contractor in accordance with the express provisions contained in this behalf in the Financing Agreements.

31.3 Withdrawals during Concession Period

31.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, *inter alia*, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;
- (b) all payments relating to construction of the Project Highway, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

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- (d) O&M Expenses and other costs and expenses incurred by the Government in accordance with the provisions of this Agreement, and certified by the Government as due and payable to it;
- (e) Concession Fee due and payable to the Government;
- (f) monthly proportionate provision of Debt Service due in an Accounting Year;
- (g) all payments and Damages certified by the Government as due and payable to it by the Concessionaire, including repayment of Revenue Shortfall Loan;
- (h) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (i) any reserve requirements set forth in the Financing Agreements; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire.

31.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 31.3.1, except with the prior written approval of the Government.

31.4 Withdrawals upon Termination

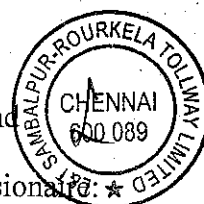
31.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;
- (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- (c) outstanding Concession Fee;
- (d) all payments and Damages certified by the Government as due and payable to it by the Concessionaire, including {Premium and} repayment of Revenue Shortfall Loan;
- (e) retention and payments relating to the liability for defects and deficiencies set forth in Article 39;
- (f) outstanding Debt Service including the balance of Debt Due;
- (g) outstanding Subordinated Debt;
- (h) incurred or accrued O&M Expenses;

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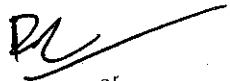
(i) any other payments required to be made under this Agreement; and

(j) balance, if any, in accordance with the instructions of the Concessionaire.

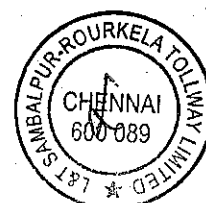


Provided that no appropriations shall be made under Sub-clause (j) of this Clause 31.4.1 until a Vesting Certificate has been issued by the Government under the provisions of Article 38.

31.4.2 The provisions of this Article 31 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 31.4.1 have been discharged.


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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



ARTICLE 32

INSURANCE

32.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Government as a consequence of any act or omission of the Concessionaire during the Construction Period. The Concessionaire shall procure that in each insurance policy, the Government shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

32.2 Notice to the Government

No later than 45 (forty five) days prior to commencement of the Construction Period or the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Government, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 32. Within 30 (thirty) days of receipt of such notice, the Government may require the Concessionaire 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.

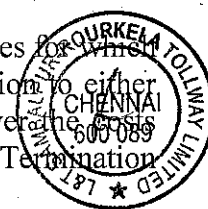
32.3 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 32 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Government, 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 Concessionaire to the Government.

32.4 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Government shall have the option to either keep in force any such insurances, and pay such premia and recover the cost thereof from the Concessionaire, or in the event of computation of a Termination

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Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

32.5 Waiver of subrogation


All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 32 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Government, 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.

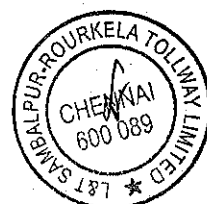
32.6 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Government and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire 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 Concessionaire 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.

32.7 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to the contrary contained in Clause 31.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Highway, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.


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ARTICLE 33

ACCOUNTS AND AUDIT

33.1 Audited accounts

33.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including all Realisable Fees and other revenues derived/collected by it from or on account of the Project Highway and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Government shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Government for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

33.1.2 The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to the Government its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

33.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Government, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on (a) the traffic count for each category of vehicles using the Project Highway and liable for payment of Fee therefor, (b) Fee charged and received, Realisable Fee and other revenues derived from the Project Highway, and (c) such other information as the Government may reasonably require.

33.2 Appointment of auditors

33.2.1 The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 10 (ten) reputable firms of chartered accountants (the "**Panel of Chartered Accountants**"), such list to be prepared substantially in accordance with the criteria set forth in Schedule-T. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

33.2.2 The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of 45 (forty five) days to the Government, subject to the replacement of Statutory Auditors being appointed from the Panel of Chartered Accountants.

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33.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Government shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the "**Additional Auditors**") from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

33.2.4 In the event that the Grant exceeds 20% (twenty per cent) of the Total Project Cost, the Government shall have the right, but not the obligation, to appoint at its cost, for the duration of the Construction Period, another firm (the "**Concurrent Auditors**") from the Panel of Chartered Accountants to undertake concurrent audit of the Concessionaire's accounts.

33.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Government in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business including the submission of Monthly Fee Statements under Clause 19.5.

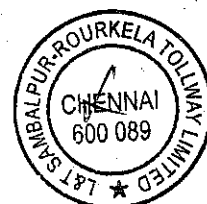
33.4 Set-off

In the event any amount is due and payable by the Government to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Government of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

33.5 Dispute resolution

In the event of there being any difference between the findings of the Additional Auditors or the Concurrent Auditors, as the case may be, and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Government by recourse to the Dispute Resolution Procedure.

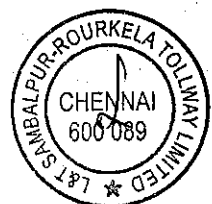
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Part V

Force Majeure and Termination


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ARTICLE 34

FORCE MAJEURE

34.1 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 34.2, 34.3 and 34.4 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.

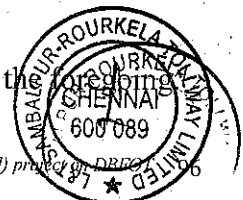
34.2 Non-Political Event

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 Concessionaire, 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 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 34.3;
- (c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire 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 Government;
- (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

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any event or circumstances of a nature analogous to any of the foregoing



34.3 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 7 (seven) days in an Accounting Year;
- (c) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- (d) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- (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.

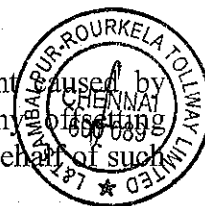
34.4 Political Event

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 Article 41 and its effect, in financial terms, exceeds the sum specified in Clause 41.1;
- (b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the 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 Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any 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;
- (d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

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- (e) any event or circumstance of a nature analogous to any of the foregoing.

34.5 Duty to report Force Majeure Event

34.5.1 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 34 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.

34.5.2 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 7 (seven) 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.

34.5.3 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 34.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

34.6 Effect of Force Majeure Event on the Concession

34.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 24.1.1 for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

34.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs:

- (a) before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
- (b) after COD, whereupon the Concessionaire is unable to collect Fee despite making best efforts or it is directed by the Government to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from collection of Fee on account thereof; provided that in the event of partial collection of

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Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Government shall extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.

34.7 Allocation of costs arising out of Force Majeure

34.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

34.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (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;
- (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 Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Government to the Concessionaire; and
- (c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Government to the Concessionaire.

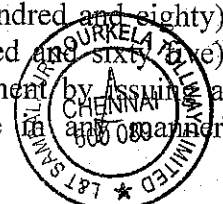
For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Fee revenues or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

34.7.3 Save and except as expressly provided in this Article 34, 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.

34.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) 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.

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whatsoever, save as provided in this Article 34, 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.

34.9 Termination Payment for Force Majeure Event

- 34.9.1 If Termination is on account of a Non-Political Event, the Government shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.
- 34.9.2 If Termination is on account of an Indirect Political Event, the Government shall make a Termination Payment to the Concessionaire in an amount equal to:
- (a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and
 - (b) 110% (one hundred and ten per cent) of the Adjusted Equity
- 34.9.3 If Termination is on account of a Political Event, the Government shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 37.3.2 as if it were a Government Default.

34.10 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.

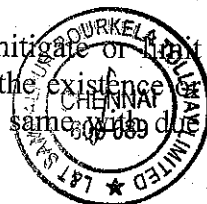
34.11 Excuse from performance of obligations

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

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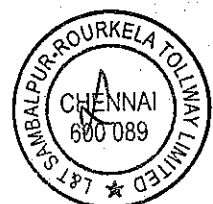
Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT 100 pattern



- (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.


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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT 101 pattern



ARTICLE 35

COMPENSATION FOR BREACH OF AGREEMENT**35.1 Compensation for default by the Concessionaire**

Subject to the provisions of Clause 35.6, in the event of the Concessionaire being in material breach or default of this Agreement, it shall pay to the Government by way of compensation, all direct costs suffered or incurred by the Government as a consequence of such material breach or default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 35.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Government.

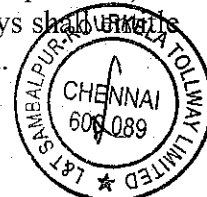
35.2 Compensation for default by the Government

Subject to the provisions of Clause 35.6, in the event of the Government being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss of Fee revenues, debt repayment obligations or other consequential losses, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant.

35.3 Extension of Concession Period

Subject to the provisions of Clause 35.6, in the event that a material breach or default of this Agreement set forth in Clause 35.2 causes delay in achieving COD or leads to suspension of or reduction in collection of Fee, as the case may be, the Government shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period, such extension being equal in duration to the period by which COD was delayed or the collection of Fee remained suspended on account thereof, as the case may be; and in the event of reduction in collection of Fee where the daily collection is less than 90% (ninety per cent) of the Average Daily Fee, the Government shall, in addition to payment of compensation under Clause 35.2, extend the Concession Period in proportion to the loss of Fee on a daily basis. For the avoidance of doubt, loss of 25% (twenty five per cent) in collection of Fee as compared to the Average Daily Fee for four days shall entitle the Concessionaire to extension of one day in the Concession Period.

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35.4 Compensation for Competing Roads

35.4.1 Subject to the provisions of Clause 35.6, in the event that an Additional Tollway or a Competing Road, as the case may be, is opened to traffic in breach of this Agreement, the Government shall pay to the Concessionaire, for each day of breach, compensation in a sum equal to the difference between the average daily Realisable Fee and the projected daily Fee (the "**Projected Fee**") until the breach is cured. The Projected Fee hereunder shall be an amount equal to the Average Daily Fee, increased at the close of every month by 0.5% (zero point five per cent) thereof and revised in accordance with Clause 27.2. For the avoidance of doubt, the Average Daily Fee for the purposes of this Clause shall be the amount so determined in respect of the Accounting Year or period, as the case may be, occurring prior to such opening or operation of an Additional Tollway or a Competing Road, as the case may be.


35.4.2 Payment of compensation under this Clause 35.4 shall be deemed to cure the breach of this Agreement so long as the Government continues to pay compensation hereunder.

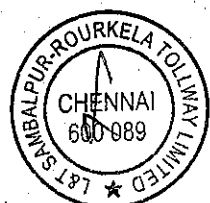
35.5 Compensation to be in addition

Compensation payable under this Article 35 shall be in addition to, and not in substitution for, or derogation of, Termination Payment, if any.

35.6 Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.


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ARTICLE 36

SUSPENSION OF CONCESSIONAIRE'S RIGHTS**36.1 Suspension upon Concessionaire Default**

Upon occurrence of a Concessionaire Default, the Government shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement including the Concessionaire's right to collect Fee, and other revenues pursuant hereto, and (ii) exercise such rights itself and perform the obligations hereunder 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 Government to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Government shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

36.2 Government to act on behalf of Concessionaire

36.2.1 During the period of Suspension, the Government shall, on behalf of the Concessionaire, collect all Fee and revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Government shall be entitled to make withdrawals from the Escrow Account for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause 31.3.

36.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest in the Concessionaire therein and all things done or actions taken, including expenditure incurred by the Government for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Government for all costs incurred during such period. The Concessionaire hereby licences and sub-licences respectively, the Government or any other person authorised by it under Clause 36.1 to use during Suspension, all Intellectual Property belonging to or licenced to the Concessionaire with respect to the Project Highway and its design, engineering, construction, operation and maintenance, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

36.3 Revocation of Suspension

36.3.1 In the event that the Government shall have rectified or removed the Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the avoidance of doubt, the

expressly agree that the Government may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

36.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Government shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.


36.4 Substitution of Concessionaire

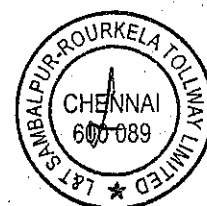
At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Government shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 36.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

36.5 Termination

36.5.1 At any time during the period of Suspension under this Article 36, the Concessionaire may by notice require the Government to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 36.4, the Government shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 37.

36.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 36.1, the Concession 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 Government upon occurrence of a Concessionaire Default.


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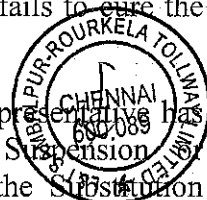
ARTICLE 37

TERMINATION

37.1 Termination for Concessionaire Default

37.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire 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 Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Government or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to cure, within a Cure Period of 90 (ninety) days, the Concessionaire Default for which whole or part of the Performance Security was appropriated;
- (c) the Concessionaire does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-G and continues to be in default for 120 (one hundred and twenty) days;
- (d) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project Highway without the prior written consent of the Government;
- (e) Project Completion Date does not occur within the period specified in Clause 12.4.3;
- (f) the Punch List items have not been completed within the period set forth in Clause 14.4.1;
- (g) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- (h) the Concessionaire has failed to make any payment to the Government within the period specified in this Agreement;
- (i) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days;
- (j) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Government to undertake Suspension or Termination, as the case may be, in accordance with the Substitution



Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and

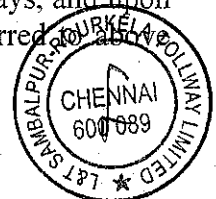
- (iii) each of the Project Agreements remains in full force and effect;
- (t) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;
- (u) the Concessionaire submits to the Government any statement, notice or other document, in written or electronic form, which has a material effect on the Government's rights, obligations or interests and which is false in material particulars;
- (v) the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (w) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Government.

37.1.2 Without prejudice to any other rights or remedies which the Government may have under this Agreement, upon occurrence of a Concessionaire Default, the Government shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Government shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire 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, subject to the provisions of clause 37.1.3.

37.1.3 The Government shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 37.1.2 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Government receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Government shall withdraw its notice referred to above and restore all the rights of the Concessionaire:

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Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Government shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Government may deem appropriate.

37.2 Termination for Government Default

37.2.1 In the event that any of the defaults specified below shall have occurred, and the Government 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 Government shall be deemed to be in default of this Agreement (the "Government Default") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

- (a) The Government commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;
- (b) the Government has failed to make any payment to the Concessionaire within the period specified in this Agreement; or
- (c) the Government repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

37.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of a Government Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Government; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Government of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Government 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.

37.3 Termination Payment

37.3.1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Government shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD.

37.3.2 Upon Termination on account of a Government Default, the Government shall pay to the Concessionaire, by way of Termination Payment, an amount equal to

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- (a) Debt Due; and
- (b) 150% (one hundred and fifty per cent) of the Adjusted Equity.

37.3.3 Termination Payment shall become due and payable to the Concessionaire within 15 (fifteen) days of a demand being made by the Concessionaire to the Government with the necessary particulars, and in the event of any delay, the Government shall pay interest at a rate equal to 3% (three per cent) above the Bank Rate 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 Government of its payment obligations in respect thereof hereunder.

37.3.4 The Concessionaire expressly agrees that Termination Payment under this Article 37 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

37.4 Other rights and obligations of the Government

Upon Termination for any reason whatsoever, the Government shall:

- (a) be deemed to have taken possession and control of the Project Highway forthwith;
- (b) take possession and control of all materials, stores, implements, construction plants and equipment on or about the Site;
- (c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;
- (d) require the Concessionaire to comply with the Divestment Requirements set forth in Clause 38.1; and
- (e) succeed upon election by the Government, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Government may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Government elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accepted on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors and the Government shall not in any manner be liable for such sums. It is further agreed that in the event the Government elects to cure any outstanding defaults under such Project Agreements, the amount expended by the

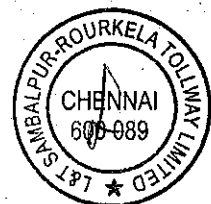
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Government for this purpose shall be deducted from the Termination Payment.

37.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 37.3.4, 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 contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

RA
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



ARTICLE 38

DIVESTMENT OF RIGHTS AND INTEREST**38.1 Divestment Requirements**

38.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

- (a) notify to the Government forthwith the location and particulars of all Project Assets;
- (b) deliver forthwith the actual or constructive possession of the Project Highway, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;
- (c) cure all Project Assets, including the road, bridges, structures and equipment, of all defects and deficiencies so that the Project Highway is compliant with the Maintenance Requirements; provided that in the event of Termination during the Construction Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;
- (d) deliver and transfer relevant records, reports, Intellectual Property and other licences pertaining to the Project Highway and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project Highway and shall be assigned to the Government free of any encumbrance;
- (e) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;
- (f) execute such deeds of conveyance, documents and other writings as the Government may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Highway, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Government, absolutely unto the Government or its nominee; and
- (g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of rights, title and interest of the Concessionaire in the Project Highway, free from all Encumbrances, absolutely unto the Government or to its nominee.

DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



38.1.2 Subject to the exercise by the Government of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the giving of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

38.2 Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the Independent Engineer shall verify, after giving due notice to the Concessionaire specifying the time, date and venue of such verification and/or inspection, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Article 39 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 38.

38.3 Cooperation and assistance on transfer of Project

38.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

38.3.2 The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Government, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

38.3.3 The Government shall have the option to purchase or hire from the Concessionaire at a fair market value and free from any encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 38.1.1 and is reasonably required in connection with operation of the Project. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

38.4 Vesting Certificate

The divestment of all rights, title and interest in the Project Highway shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Government shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-U (the "Vesting



Certificate”), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project Highway, and their vesting in the Government pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Government or its nominee on, or in respect of, the Project Highway on the footing that all Divestment Requirements have been complied with by the Concessionaire.


38.5 Additional Facilities

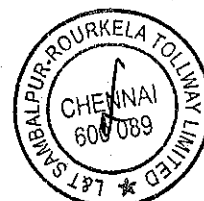
Notwithstanding anything to the contrary contained in this Agreement, all Additional Facilities shall continue to vest in the Concessionaire upon and after Termination.

38.6 Divestment costs etc.

38.6.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Project Highway in favour of the Government upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such divestment shall be borne by the Government.

38.6.2 In the event of any dispute relating to matters covered by and under this Article 38, the Dispute Resolution Procedure shall apply.


Chief Engineer
DPI & Roads
Odisha Bhubaneswar



ARTICLE 39

DEFECTS LIABILITY AFTER TERMINATION

39.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project Highway for a period of 120 (One hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer in the Project Highway during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Government in this behalf, the Government shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project Highway conform to the Maintenance Requirements. All costs incurred by the Government hereunder shall be reimbursed by the Concessionaire to the Government within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Government shall be entitled to recover the same from the Escrow Account.

39.2 Retention in Escrow Account

39.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 39.2.3, a sum equal to 5% (five per cent) of the total Realisable Fee for the year immediately preceding the Transfer Date shall be retained in the Escrow Account for a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 39.1.

39.2.2 Without prejudice to the provisions of Clause 39.2.1, the Independent Engineer shall carry out an inspection of the Project Highway at any time between 210 (two hundred and ten) and 180 (one hundred and eighty) days prior to the Termination and if it recommends that the status of the Project Highway is such that a sum larger than the amount stipulated in Clause 39.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by the Independent Engineer shall be retained in the Escrow Account for the period specified by it.


39.2.3 The Concessionaire may, for the performance of its obligations under this Article 39, provide to the Government a guarantee from a Bank for a sum equivalent to the amount determined under Clause 39.2.1 or 39.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the "Performance Guarantee"), to be modified, *mutatis mutandis*, for this purpose, and the Government shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 39. Upon furnishing of a Performance Guarantee under this Clause 39.2.3, the retention of funds in the Escrow Account in terms of Clause 39.2.1 and 39.2.2, as the case may be, shall be dispensed with.

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Odisha, Bhubaneswar



Part VI

Other Provisions


Chief Engineer
DPI & Roads
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ARTICLE 40

ASSIGNMENT AND CHARGES

40.1 Restrictions on assignment and charges

- 40.1.1 Subject to Clauses 40.2 and 40.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Government, which consent the Government shall be entitled to decline without assigning any reason.
- 40.1.2 Subject to the provisions of Clause 40.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Government, which consent the Government shall be entitled to decline without assigning any reason.

40.2 Permitted assignment and charges

The restraints set forth in Clause 40.1 shall not apply to:

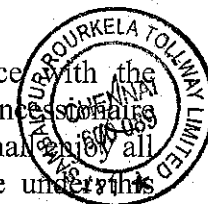
- (a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project Highway;
- (b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project Highway, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project Highway;
- (c) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and
- (d) liens or encumbrances required by any Applicable Law.

40.3 Substitution Agreement

- 40.3.1 The Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire (the "**Substitution Agreement**") to be entered into amongst the Concessionaire, the Government and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in Schedule-V.

- 40.3.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall be responsible for all obligations of the Concessionaire under this Agreement.

DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Agreement as if it were the Concessionaire; provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Government shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

40.4 Assignment by the Government

Notwithstanding anything to the contrary contained in this Agreement, the Government may, after giving 60 (sixty) days' notice to the Concessionaire, assign and/ or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Government, capable of fulfilling all of the Government's then outstanding obligations under this Agreement.


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Odisha, Bhubaneswar



ARTICLE 41

CHANGE IN LAW

41.1 Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.5% (zero point five per cent) of the Realisable Fee in any Accounting Year, the Concessionaire may so notify the Government and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Government to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Government shall pay the amount specified therein; provided that if the Government shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 41.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

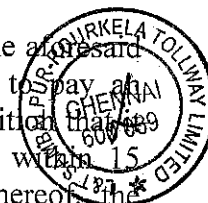
41.2 Reduction in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) and 0.5% (zero point five per cent) of the Realisable Fee in any Accounting Year, the Government may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Government, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Government may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof,

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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



Concessionaire shall pay the amount specified therein to the Government; provided that if the Concessionaire shall dispute such claim of the Government, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 41.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

41.3 Protection of NPV

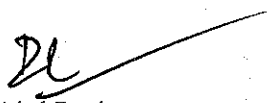
Pursuant to the provisions of Clauses 41.1 and 41.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred.

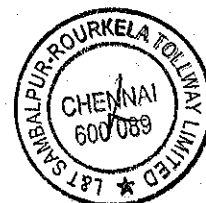
41.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 41 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

41.5 No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Government shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users.


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



ARTICLE 42

LIABILITY AND INDEMNITY**42.1 General indemnity**

42.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Government and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "**Government Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any User or from any negligence of the Concessionaire under contract 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 Government Indemnified Persons.

42.1.2 The Government will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Government in the land comprised in the Site, and/or (ii) breach by the Government of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

42.2 Indemnity by the Concessionaire

42.2.1 Without limiting the generality of Clause 42.1, the Concessionaire shall fully indemnify, hold harmless and defend the Government and the Government Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or

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 Odisha, Bhubaneswar



- (c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

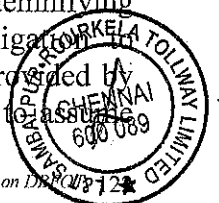
42.2.2 Without limiting the generality of the provisions of this Article 42, the Concessionaire shall fully indemnify, hold harmless and defend the Government Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Government Indemnified 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 Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire'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 Concessionaire shall make 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 Concessionaire shall promptly make every reasonable effort to secure for the Government a licence, at no cost to the Government, authorising continued use of the infringing work. If the Concessionaire is unable to secure such licence within a reasonable time, the Concessionaire 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.

42.3 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 42 (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.

42.4 Defence of claims

42.4.1 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 42, the Indemnifying Party shall be entitled, at its option, to a



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.

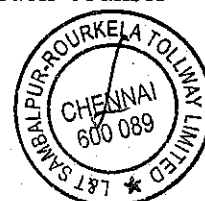
42.4.2 If the Indemnifying Party has exercised its rights under Clause 42.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

42.4.3 If the Indemnifying Party exercises its rights under Clause 42.3, 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 42.4.3 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.


 Chief Engineer
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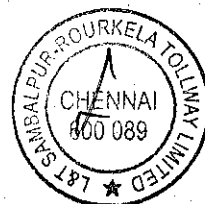
42.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 42, 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.

42.6 Survival on Termination

The provisions of this Article 42 shall survive Termination.


Chief Engineer
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ARTICLE 43

RIGHTS AND TITLE OVER THE SITE**43.1 Licensee rights**

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site as sole licensee subject to and in accordance with this Agreement, and to this end, it may regulate the entry and use of the Project Highway by third parties in accordance with and subject to the provisions of this Agreement.

43.2 Access rights of the Government and others

43.2.1 The Concessionaire shall allow free access to the Site at all times for the authorised representatives and vehicles of the Government, Senior Lenders, and the Independent Engineer, and for the persons and vehicles duly authorised by any Government Instrumentality to inspect the Project Highway and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

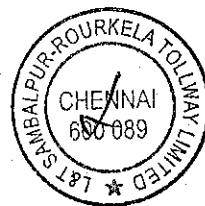
43.2.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility or road specified in Article 11, allow free access to the Site at all times for the authorised persons and vehicles of the controlling body of such utility or road.

43.3 Property taxes

All property taxes on the Site shall be payable by the Government as owner of the Site; provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Site shall not be reimbursed or payable by the Government.

43.4 Restriction on sub-letting

The Concessionaire shall not sub-license or sub-let the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project Highway.



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Odisha Bhubaneswar

ARTICLE 44

DISPUTE RESOLUTION

44.1 Dispute resolution

44.1.1 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 44.2.

44.1.2 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.

44.2 Conciliation

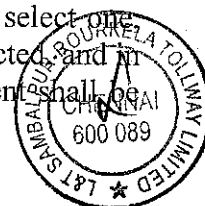
In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Secretary, OWD and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) 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) 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 44.1.1 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 44.3.

44.3 Arbitration

44.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 44.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 44.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be Bhubaneswar, and the language of arbitration proceedings shall be English.

44.3.2 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.

Chief Engineer
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Odisha, Bhubaneswar




44.3.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Article 44 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Government agree and undertake to carry out such Award without delay.

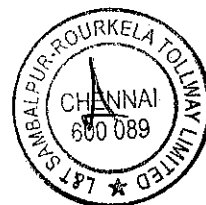
44.3.4 The Concessionaire and the Government agree that an Award may be enforced against the Concessionaire and/or the Government, as the case may be, and their respective assets wherever situated.

44.3.5 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.

44.4 Adjudication by Regulatory Authority or Commission

In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Government, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 44.3, be adjudicated upon by such Regulatory Authority 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 High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.


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ARTICLE 45

DISCLOSURE

45.1 Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Programme and the Maintenance Requirements (hereinafter collectively referred to as the "**Specified Documents**"), free of charge, during normal business hours on all working days at the Toll Plazas and Concessionaire's Registered Office. The Concessionaire shall prominently display at each of the Toll Plazas and toll booths, public notices stating the availability of the Specified Documents for such inspection, and shall provide copies of the same to any person upon payment of copying charges on a 'no profit no loss' basis.

45.2 Disclosure of Documents relating to safety

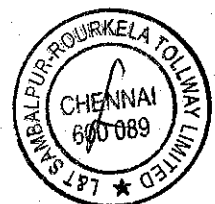
The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the Project Highway, free of charge, during normal business hours on all working days, at the Concessionaire's Registered Office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.

45.3 Notwithstanding the provisions of Clauses 45.1 and 45.2, the Government shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined hereinbelow) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 45.1 and 45.2, or portions thereof, the disclosure of which the Government is entitled to withhold under the provisions of the Right to Information Act, 2005.


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Odisha Bhubaneswar



ARTICLE 46

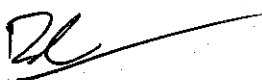
REDRESSAL OF PUBLIC GRIEVANCES

46.1 Complaints Register

- 46.1.1 The Concessionaire shall maintain a public relations office at each of the Toll Plazas where it shall keep a register (the "**Complaint Register**") open to public access at all times for recording of complaints by any person (the "**Complainant**"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at each Toll Plazas so as to bring it to the attention of all Users.
- 46.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.
- 46.1.3 Without prejudice to the provisions of Clauses 46.1.1 and 46.1.2, the Government may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

46.2 Redressal of complaints

- 46.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.
- 46.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Government and to the Independent Engineer a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Government may, in its discretion, advise the Concessionaire to take such further action as the Government may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Government of its decision thereon, and if the Government is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.


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 Odisha, Bhubaneswar



ARTICLE 47

MISCELLANEOUS

47.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bhubaneswar shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

47.2 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).

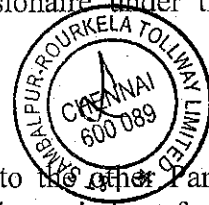
47.3 Depreciation

For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Government shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.

47.4 Delayed payments

- 47.4.1 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

*Chief Engineer
DPI & Roads*



period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 3% (three per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

- 47.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

47.5 Waiver

- 47.5.1 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.

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

47.6 Liability for review of Documents and Drawings

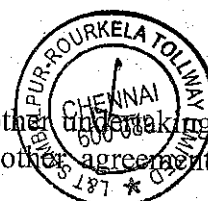
Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the Government or the Independent Engineer of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project Highway nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- (b) the Government shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

47.7 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.

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DPI & Roads
Odisha Bhubaneswar



between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

47.8 Survival

47.8.1 Termination shall:

- (a) not relieve the Concessionaire or the Government, 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.

47.8.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

47.9 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 Concessionaire 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.

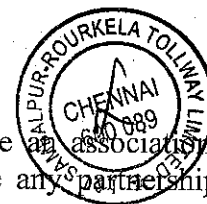
47.10 Severability

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.

47.11 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

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



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 act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

47.12 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.

47.13 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

47.14 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 Concessionaire, 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 Concessionaire may from time to time designate by notice to the Government; provided that notices or other communications to be given to an address outside Bhubaneswar 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 number as the Concessionaire may from time to time designate by notice to the Government;

Attention: **Mr. T. S. Venkatesan**
 Designation: Chief Executive, Roads, Bridges & Railways,
 Address: 1st Floor, TCTC Building, Mount Poonamallee Road,
 Manapakkam, P.B. No. 979, Chennai - 600089
 Fax No: 044 - 2252 8724
 Email: tsv@lntidpl.com

- (b) in the case of the Government, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to the Secretary, OWD with a copy delivered to the Government Representative or such other person as the Government may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire 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;

Address: **Chief Engineer, D.P.I. & Roads, Odisha**
 Fax No: +91-674-239 0080
 Email: pmuosrp@gmail.com; ceroads.bbsr@gmail.com

Handwritten signature/initials



and

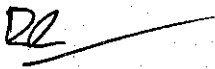
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; 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.

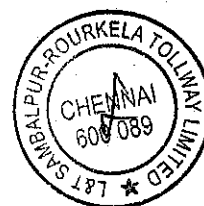
47.15 Language

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.

47.16 Counterparts

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


Chief Engineer,
DPI & Roads
Odisha, Bhubaneswar.



ARTICLE 48

DEFINITIONS

48.1 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;

"Additional Facilities" means the facilities such as service stations, motels, restaurants, shopping areas and amusement parks which the Concessionaire may, in its discretion and subject to Applicable Laws, provide or procure for the benefit of the Users, and which are in addition to the Project Facilities, and not situated on the Site;

"Additional Tollway" shall have the meaning set forth in Clause 30.1.1;

"Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the **"Reference Date"**), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Date occurring:

- (a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;
- (b) from COD and until the 4th (fourth) anniversary thereof, an amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the **"Base Adjusted Equity"**) and the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, revised at the commencement of each month following COD to the extent of variation in WPI occurring between COD and the Reference Date;
- (c) after the 4th (fourth) anniversary of COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.38% (zero point three eight per cent) 0.3 thereof at the commencement of each month following the 4th (fourth) anniversary of COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made;



"Affected Party" shall have the meaning set forth in Clause 34.1;

"Agreement" or **"Concession Agreement"** means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Appendix" shall have the meaning set forth in Clause 10.3.1;

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, 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 the date on which Financial Close is achieved or an earlier date that the Parties may by mutual consent determine, and shall be deemed to be the date of commencement of the Concession Period. For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to the Appointed Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Appointed Date shall be deemed to occur only when each and every Condition Precedent is either satisfied or waived, as the case may be;

"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;

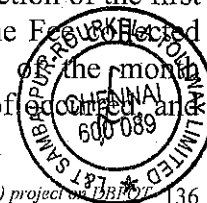
"Associate" or **"Affiliate"** means, in relation to either Party, a person who controls, is controlled by, or is under the common control with such Party (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or 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);

"Average Daily Fee" means the amount arrived at after dividing the total Realisable Fee of the immediately preceding Accounting Year by 365 (three hundred and sixty five), and increasing the result thereof by 5% (five per cent);

provided that the Average Daily Fee for any period prior to completion of the first Accounting Year following COD shall be a simple average of the Fee collected every day during the period between COD and the last day of the month preceding the date on which the event requiring calculation hereof occurred;

Chief Engineer,
DPI & Road,

Odisha. Being with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern.



in the event that the Fee payable by any segment of traffic has not been realised for any reason, an assessment thereof shall be made by the Independent Engineer to form part of the Average Daily Fee for such period;

"Bank" means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders, but does not include a bank in which any Senior Lender has an interest;

"Bank Rate" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"Bid" means the documents in their entirety comprised in the bid submitted by the selected bidder in response to the Request for Proposals in accordance with the provisions thereof;

"Bid Security" means the security provided by the Concessionaire to the Government along with the Bid in a sum of Rs. 12.93 crore (Rupees Twelve crore and ninety three lakh only), in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

"Bus" means any passenger motor vehicle with a registered carrying capacity exceeding 32 (thirty two), excluding the driver;

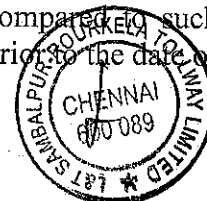
"COD" or "Commercial Operation Date" shall have the meaning set forth in Clause 15.1;

"Car" or "Jeep" or "van" or "light motor vehicle" means any mechanical vehicle the Gross Vehicle Weight of which does not exceed 7,500 (seven thousand five hundred) kilograms or the registered passenger carrying capability as stated in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed 12 (twelve), excluding the driver;

"Change in Law" means the occurrence of any of the following after the date of Bid:

- (a) the enactment of any new Indian law as applicable to the State;
- (b) the repeal, modification or re-enactment of any existing Indian law as applicable to the State;
- (c) the commencement of any Indian law, as applicable to the State, which has not entered into effect until the date of Bid;
- (d) a change in the interpretation or application of any Indian law, as applicable to the State, 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 date of Bid; or

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Odisha, Bhubaneswar



- (e) any change in the rates of any of the Taxes that have a direct effect on the Project;

"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the selected bidder/ together with its Associates, in the total Equity to decline below (i) 51% (fifty one per cent) thereof during Construction Period, (ii) 33% (thirty three per cent) thereof during a period of 3 (three) years following COD, and (iii) 26% (twenty six per cent) thereof, or such lower proportion as may be permitted by the Government during the remaining Concession Period; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of the selected bidder to the total Equity, if it occurs prior to COD, shall constitute Change in Ownership;

"Change of Scope" shall have the meaning set forth in Clause 16.1;

"Company" means the company acting as the Concessionaire under this Agreement;

"Competing Road" means a road connecting the two end points of the Project Highway and serving as an alternative route thereof, such road being an existing paved road, which has been widened by more than 2 (two) metres of paved road for at least 75% (seventy five per cent) of the total length thereof at any time after the date of this Agreement, or a new road, which is constructed after such date, as the case may be, but does not include any road connecting the aforesaid two points if the length of such road exceeds the length of the Project Highway by 20% (twenty per cent) thereof;

"Completion Certificate" shall have the meaning set forth in Clause 14.2;

"Concession" shall have the meaning set forth in Clause 3.1.1;

"Concessionaire" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"Concession Fee" shall have the meaning set forth in Clause 26.1;

"Concession Period" means the period starting on and from the Appointed Date and ending on the Transfer Date;

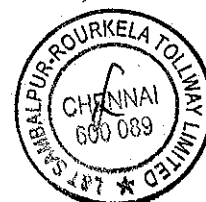
"Concessionaire Default" shall have the meaning set forth in Clause 37.1.1;

"Conditions Precedent" shall have the meaning set forth in Clause 4.1.1;

"Consortium" Deleted

"Consortium Member" Deleted

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



"Construction Period" means the period beginning from the Appointed Date and ending on COD;

"Construction Works" means all works and things necessary to complete the Project Highway in accordance with this Agreement;

"Contractor" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O&M Contract, the Tolling Contract or any other material agreement or contract for construction, operation and/or maintenance of the Project Highway or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

"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 Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Government or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Government or the Independent Engineer to accord their approval;

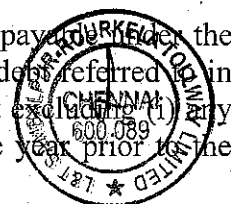
"DBFOT" or **"Design, Build, Finance, Operate and Transfer"** shall have the meaning set forth in Recital (A);

"Damages" shall have the meaning set forth in Sub-clause (w) of Clause 1.2.1;

"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

- (a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;
- (b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding any interest, fees or charges that had fallen due one year prior to the


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Odisha, Bhubaneswar.



Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Government Default; and

- (c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;

provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

"Debt Service" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;

"Development Period" means the period from the date of this Agreement until the Appointed Date;

"Dispute" shall have the meaning set forth in Clause 44.1.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 44;

"Divestment Requirements" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 38.1;

"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;

"Drawings" means all of the drawings, calculations and documents pertaining to the Project Highway as set forth in Schedule-H, and shall include 'as built' drawings of the Project Highway;

"EPC Contract" means the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more Contractors for, *inter alia*, engineering and construction of the Project Highway in accordance with the provisions of this Agreement;

"EPC Contractor" means the person with whom the Concessionaire has entered into an EPC Contract;

"Emergency" means a condition or situation that is likely to endanger the 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 11.1;

"Equity" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component, but does not include Equity Support;

"Equity Support" shall have the meaning set forth in Clause 25.2.1;

"Escrow Account" means an Account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the Sub-Accounts of such Escrow Account;

"Escrow Agreement" shall have the meaning set forth in Clause 31.1.2;

"Escrow Bank" shall have the meaning set forth in Clause 31.1.1;

"Escrow Default" shall have the meaning set forth in Schedule-S;

"Exempted Vehicle" means a vehicle exempted from payment of Fee under and in accordance with the Fee Notification;

"Fee" means the charge levied on and payable for a vehicle using the Project Highway or a part thereof, in accordance with the Fee Notification and this Agreement;

"Fee Notification" means the Notification No. PPP/39/11(Part II) 6642/W dated 23 June 2011 issued by the Government of Odisha in exercise of the powers conferred by Section 13 of the Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010) in respect of the levy and collection of Fee during the Concession Period, and a copy of which is at Schedule-R, and includes any subsequent notifications issued from time to time for levy and collection of the Fee contemplated by the provisions of this Agreement;

"Financial Close" means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements;

"Financial Default" shall have the meaning set forth in Schedule-V;

"Financial Model" means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

"Financial Package" means the financing package indicating the total capital cost of ~~Four-Laning~~ with paved shoulders and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFO pattern



assistance specified in the Financing Agreements, Subordinated Debt and Equity Support, if any;

"Financing Agreements" means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.2;

"Force Majeure" or **"Force Majeure Event"** shall have the meaning ascribed to it in Clause 34.1;

"GOI" 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 operator 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 Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"Government" means the Government of the State;

"Government Default" shall have the meaning set forth in Clause 37.2.1;

"Government Instrumentality" means any department, division or sub-division of the Government of India 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 of India 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 Concessionaire under or pursuant to this Agreement;

"Government Representative" means such person or persons as may be authorised in writing by the Government 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 Government under this Agreement;

"Grant" shall have the meaning set forth in Clause 25.1.1;

"Gross Vehicle Weight" or **"GVW"** means in respect of any vehicle the total weight of the vehicle and load certified and registered under the Applicable Laws;

"Heavy Construction Machinery" (HCM) or **"earth moving equipment"** (EME) means or **"multi axle vehicle"** (MAV) means heavy construction machinery or earth moving equipment or mechanical vehicle including a multi axle vehicle with three to six axles or vehicle with a gross vehicle weight exceeding twenty thousand kilograms but less than sixty thousand kilograms

Chief Engineer
DPI & Roads
Bhubaneswar
Odisha

Building with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT project on DBFOT pattern



"Heavy Truck" or "Multi-axle truck" means any goods carrier with a Gross Vehicle Weight exceeding 20,000 (twenty thousand) kilograms and includes a truck with three or more axles;

"IRC" means the Indian Roads Congress;

"Indemnified Party" means the Party entitled to the benefit of an indemnity pursuant to Article 42;

"Indemnifying Party" means the Party obligated to indemnify the other Party pursuant to Article 42;

"Independent Engineer" shall have the meaning set forth in Clause 23.1;

"Indirect Political Event" shall have the meaning set forth in Clause 34.3;

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 32, and includes all insurances required to be taken out by the Concessionaire under Clause 32.1 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, trade marks, 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;

"LOA" or "Letter of Award" means the letter of award referred to in Recital (D);

"Lead Member" shall have the meaning set forth in Recital (B);

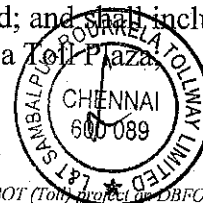
"Lenders' Representative" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"Light Commercial Vehicle" or "Light goods vehicle" means any mechanical vehicle with a Gross Vehicle Weight exceeding 7,500 (seven thousand five hundred) kilograms but less than 12,000 (twelve thousand) kilograms;

"Local User" means a person using a vehicle registered for non-commercial purposes and used as such for commuting on a section of the Project Highway, provided that (a) such vehicle is owned by a person who resides within a distance of 20 km (twenty kilometres) from the nearest Toll Plaza; (b) its use of such section of the Project Highway does not extend beyond a Toll Plaza other than such nearest Toll Plaza; and (c) such section of the Project Highway has no service road or alternative road; and shall include a vehicle that uses a section of the Project Highway but does not cross a Toll Plaza.

Chief Engineer
DPI & Roads
Odisha
Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT 143 pattern



"MORTH" means the Ministry of Road Transport and Highways or any substitute thereof dealing with highways;

"Maintenance Manual" shall have the meaning ascribed to it in Clause 17.3;

"Maintenance Programme" shall have the meaning ascribed to it in Clause 17.4.1;

"Maintenance Requirements" shall have the meaning set forth in Clause 17.2;

"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;

"Medical Aid Post" shall have the meaning set forth in Clause 21.1;

"Motor Cycle" means and includes any two-wheeled motor vehicle;

"Multi-axle truck" or **"Heavy Truck"** means a mechanical vehicle being any goods carrier, heavy construction machinery or earth moving equipment with a Gross Vehicle Weight exceeding 20,000 (twenty thousand) kilograms, but less than 60,000 (sixty thousand) kilograms, and includes a truck with three to six axles;

"Nominated Company" means a company selected by the Lenders' Representative and proposed to the Government for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"Non-Political Event" shall have the meaning set forth in Clause 34.2;

"O&M" means the operation and maintenance of the Project Highway and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of Fee in accordance with the provisions of this Agreement;

"O&M Contract" means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractor for performance of all or any of the O&M obligations;

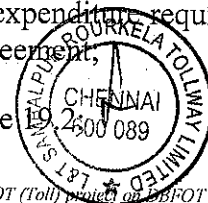
"O&M Contractor" means the person, if any, with whom the Concessionaire has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Concessionaire;

"O&M Expenses" means expenses incurred by or on behalf of the Concessionaire or by the Government, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under the O&M Contract, Tolling Contract or any other contract in connection with or incidental to O&M, and (g) all other expenditures required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"O&M Inspection Report" shall have the meaning set forth in Clause 19.2.100 089

Chief Engineer
DPI Roads
Odisha

paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT 144



"O&M Support" shall have the meaning set forth in Clause 25.3.1;

"Operation Period" means the period commencing from COD and ending on the Transfer Date;

"Oversized Vehicle" means any mechanical vehicle having 7 (seven) or more axles or a Gross Vehicle Weight exceeding 60,000 (sixty thousand) kilograms;

"PCU" shall have the meaning ascribed to a passenger car unit in the Indian Roads Congress Publication No. IRC-64, 1990 or any substitute or modification thereof, and when used in this Agreement, shall include only motorised vehicles liable to payment of user charges at the Toll Plazas in accordance with the Fee Rules/ Notification and the Exempted Vehicles specified therein, but does not include Tractors, Motor Cycles and non-motorised vehicles;

"OWD" or "Odisha Works Department" means the Odisha Works Department of the State Government or any substitute thereof dealing with State Highways and **"Secretary, OWD"** means the Secretary to the State Government in that Department;

"Panel of Chartered Accountants" shall have the meaning set forth in Clause 33.2.1;

"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 9.1;

"Political Event" shall have the meaning set forth in Clause 34.4;

"Premium" Deleted

"Project" means the construction, operation 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 Agreements" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, Tolling Contract, and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement, Substitution Agreement, or any agreement for procurement of goods and services involving a consideration of upto Rs.5(five) crore;

"Project Assets" means all physical and other assets relating to and forming part of the Site including (a) rights over the Site in the form of licence, Right of Way or otherwise; (b) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road overbridges, drainage works, traffic signals, sign boards, kilometre-stones, toll plazas, electrical systems, communication systems, rest areas, relief centres, maintenance depots and administrative offices; (c) Project Facilities situated on the Site; (d) all rights of the Concessionaire under the Project Agreements; (e) financial assets, such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits and authorisations relating to or in respect of the Project Highway, but does not include Additional Facilities;

Chief Engineer
DPI & Roads
Bhubaneswar
Odisha

for signing with paved shoulders of Sambalpur-Rowkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project.



"Project Completion Date" means the date on which the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 14;

"Project Completion Schedule" means the progressive Project Milestones set forth in Schedule-G for completion of the Project Highway on or before the Scheduled Four-Laning with paved shoulders Completion Date;

"Project Facilities" means all the amenities and facilities situated on the Site, as described in Schedule-C;

"Project Highway" means the Site comprising the existing road comprising SH-10 from km 4/900 to km 167/900 and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

"Project Milestones" means the project milestones set forth in Schedule-G;

"Provisional Certificate" shall have the meaning set forth in Clause 14.3;

"Punch List" shall have the meaning ascribed to it in Clause 14.3;

"RBI" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors;

"Re.", "Rs." or "Rupees" or **"Indian Rupees"** means the lawful currency of the Republic of India;

"Realisable Fee" means all the Fee due and realisable under this Agreement, but does not include fees that the Concessionaire has not been able to realise after due diligence and best efforts. For the avoidance of doubt, Realisable Fee shall, save as provided in Clause 26.5, be the amount so declared by the Concessionaire on the basis of its provisional accounts or the audited accounts, as the case may be, and in the event of a dispute thereto, the Dispute Resolution Procedure shall apply;

"Reference Exchange Rate" means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

"Request for Proposals" or "RFP" shall have the meaning set forth in Recital (C);

"Request for Qualification" or "RFQ" shall have the meaning set forth in Recital (B);

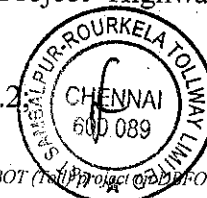
"Revenue Shortfall Loan" shall have the meaning set forth in Clause 28.1.1;

"Right of Way" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Project Highway in accordance with this Agreement;

"Safety Consultant" shall have the meaning set forth in Clause 18.1.2.

Chief Engineer
DPI & Roads
Bhubaneswar
Odisha

Bidding for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) Project



"Safety Requirements" shall have the meaning set forth in Clause 18.1.1;

"Safety Fund" shall have the meaning set forth in Clause 18.2.;

"Scheduled Four-Laning Date" shall have the meaning set forth in Clause 12.4.1;

"Scope of the Project" shall have the meaning set forth in Clause 2.1;

"Senior Lenders" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold *pari passu* charge on the assets, rights, title and interests of the Concessionaire;

"Site" shall have the meaning set forth in Clause 10.1;

"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 Concessionaire to, and expressly approved by, the Government;

"State" means the State of Odisha and **"State Government"** means the government of that State;

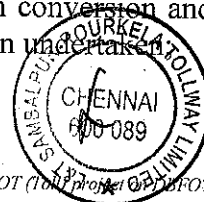
"Statutory Auditors" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 1956 including any statutory modification or re-enactment thereof, for the time being in force, and appointed in accordance with Clause 33.2.1;

"Subordinated Debt" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:

- (a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and
- (b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 3% (three per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and six-month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due one year prior to the Transfer Date;

provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken

Chief Engineer
DPI & Roads
Odisha Bhubaneswar



"Subsistence Revenue" means the total amount of Fee revenue that is required by the Concessionaire in an Accounting Year to meet the sum of (a) O&M Expenses, subject to an annual ceiling of 3% (three per cent) of the Total Project Cost, {plus Grant, if any} during the first Accounting Year after COD, to be revised for each subsequent year to reflect the variations in WPI occurring between COD and commencement of such Accounting Year, and (b) Debt Service in such Accounting Year, but excluding any interest paid by the Government under Clause 34.7.2 or 35.2;

"Substitution Agreement" shall have the meaning set forth in Clause 40.3;

"Suspension" shall have the meaning set forth in Clause 36.1;

"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 and the Concession hereunder;

"Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

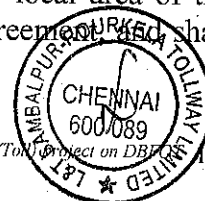
"Termination Payment" means the amount payable by the Government to the Concessionaire upon Termination and may consist of payments on account of and restricted to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Concessionaire shall notify to the Government, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Government, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost;

"Tests" means the tests set forth in Schedule-I to determine the completion of Four-Laning with paved shoulders in accordance with the provisions of this Agreement;

"Toll Plaza" means the structures and barriers erected near each of the two ends of the Project Highway for the purpose of regulating the entry and exit of vehicles in accordance with the provisions of this Agreement and shall include all land, buildings, equipment, and other facilities required in accordance with or incidental to the provisions of this Agreement; provided that such Toll Plaza(s) shall not ordinarily be located within a distance of 10 (ten) kilometres from the limits of the municipal or local area of the nearest city or town respectively, as applicable on the date of this Agreement.

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rowkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) Project on DBF pattern



be situated at location(s) specified in the Bid or within a distance of 1 (one) kilometre thereof;

"Tolling Contract" means the contract, if any, entered into by the Concessionaire with the Tolling Contractor for collection of Fee for and on behalf of the Concessionaire and matters incidental thereto;

"Tolling Contractor" means the person, if any, with whom the Concessionaire has entered into a Tolling Contract;

"Total Project Cost" means the lowest of:

- (a) the capital cost of the Project, less Equity Support as set forth in the Financial Package;
- (b) the actual capital cost of the Project upon completion of Four-Laning with paved shoulders of the Project Highway less Equity Support; and
- (c) a sum of Rs. 1292.56 Crores (One Thousand Two Hundred Ninety Two Crores and Fifty Six Lakhs only), less Equity Support;

provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost;

"Tractor" means a motor vehicle which is not itself constructed to carry any load other than the equipment used for the purpose of propulsion, but does not include a road roller; and **"Tractor with Trailer"** means a Tractor with an attached vehicle used for carrying goods;

"Tractor Trailer" means a Tractor with attached vehicle laden with goods other than agricultural produce or agricultural equipments;

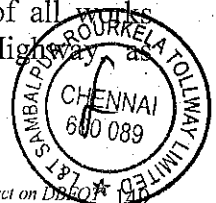
"Traffic Aid Post" shall have the meaning set forth in Clause 20.2;

"Transfer Date" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

"Truck" means any mechanical vehicle being a goods carrier with a Gross Vehicle Weight exceeding 12,000 (twelve thousand) kilograms, but less than 20,000 (twenty thousand) kilograms;

"Four-Laning" or "Four-Lane" means the construction and completion of all works included in or constituting a Four-lane with paved shoulders Project Highway as specified in Article 2 read with Schedule-B and Schedule-C;

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

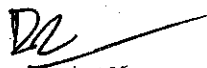


Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFO pattern

"User" means a person who travels or intends to travel on the Project Highway or any part thereof in/on any vehicle on payment of Fee or in accordance with the provisions of this Agreement and Applicable Laws;

"Vesting Certificate" shall have the meaning set forth in Clause 38.4; and

"WPI" means the Wholesale Price Index for all commodities as published by the Ministry of 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 latest monthly WPI published no later than 30 (thirty) days prior to the date of consideration hereunder.


Chief Engineer
DPI & Roads
Odisha Bhubaneswar



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
GOVERNMENT OF ODISHA by

Bharat Chandra Pradhan
Er. BHARAT CHANDRA PRADHAN
Chief Engineer, D. P. I. & Roads, Odisha
DPI & Roads
Odisha, Bhubaneswar

In the presence of:

1

8/11/2013
OMPRAKASH PATEL
Chief Engineer
World Bank Project
O/o the E.I.C.(Civil), Odisha
Bhubaneswar.

2

Bharat Bhui
8/11/13

Superintending Engineer
THE COMMON SEAL (R&B) OF CONCESSIONAIRE
Sambalpur
has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the 23rd day of October, 2013 hereunto affixed in the presence of R CHANDRASEKARAN, Director, who has signed these presents in token thereof and T S VENKATESAN, Authorized Officer who has countersigned the same in token thereof.

R. Chandrasekaran

R CHANDRASEKARAN
Director
L&T SAMBALPUR - ROURKELA
TOLLWAY LIMITED
P O Box 979, Mount Poonamalle Road,
Manapakkam, Chennai 600089, India

For and on behalf of
L&T SAMBALPUR - ROURKELA
TOLLWAY LIMITED by

T S Venkatesan
T S VENKATESAN
Authorized Signatory
CHENNAI
600 089

In the presence of:

1

Muralidharan M, B25
Shankar Kumar, Pmr, Anna
R. Chandrasekaran

2

R. CHANDRASEKARAN
Mount Poonamalle Road
Manapakkam, Chennai 600089

T S Venkatesan

T S VENKATESAN
Authorized Signatory
L&T SAMBALPUR - ROURKELA
TOLLWAY LIMITED
P O Box 979, Mount Poonamalle Road,
Manapakkam, Chennai 600089, India



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

CONCESSION AGREEMENT

**Four-Laning with Paved Shoulders of Sambalpur-
Rourkela Section of SH-10 from Km 4.900 to 167.900
Km in the State of Odisha to be Executed as BOT (Toll)
Project On DBFOT Pattern**

BETWEEN

GOVERNMENT OF ODISHA, WORKS DEPARTMENT

AND

L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

**VOLUME II
SCHEDULES**


NOVEMBER, 2013


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



CONTENTS

| SCHEDULE | DESCRIPTION | PAGE |
|-----------------|---|-------------|
| A | SITE OF THE PROJECT | 161 |
| B | DEVELOPMENT OF THE PROJECT HIGHWAY | 167 |
| C | PROJECT FACILITIES | 199 |
| D | SPECIFICATIONS AND STANDARDS | 204 |
| E | APPLICABLE PERMITS | 206 |
| F | PERFORMANCE SECURITY | 207 |
| G | PROJECT COMPLETION SCHEDULE | 210 |
| H | DRAWINGS | 212 |
| I | TESTS | 214 |
| J | COMPLETION CERTIFICATE | 216 |
| K | MAINTENANCE REQUIREMENTS | 218 |
| L | SAFETY REQUIREMENTS | 224 |
| M | MONTHLY FEE STATEMENT | 228 |
| N | WEEKLY TRAFFIC CENSUS | 229 |
| O | TRAFFIC SAMPLING | 231 |
| P | SELECTION OF INDEPENDENT ENGINEER | 232 |
| Q | TERMS OF REFERENCE FOR INDEPENDENT ENGINEER | 234 |
| R | FEE NOTIFICATION | 241 |
| S | ESCROW AGREEMENT | 261 |
| T | PANEL OF CHARTERED ACCOUNTANTS | 276 |
| U | VESTING CERTIFICATE | 278 |
| V | SUBSTITUTION AGREEMENT | 279 |


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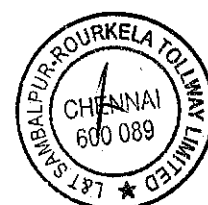
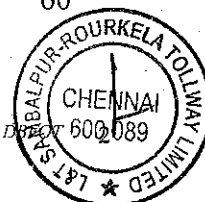


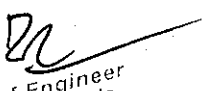
TABLE OF CONTENTS

| | | |
|----------|---|-----------|
| A | SITE OF THE PROJECT | 6 |
| 1 | The Site | 6 |
| | Annex - I (Schedule -A) | 7 |
| B | DEVELOPMENT OF THE PROJECT HIGHWAY | 12 |
| 1 | Development of the Project Highway | 12 |
| 2 | Four laning | 12 |
| | Annex - I (Schedule - B) | 13 |
| C | PROJECT FACILITIES | 44 |
| 1 | Project Facilities | 44 |
| 2 | Project Facilities for Four Laning | 44 |
| | Annex - I (Schedule-C) | 45 |
| D | SPECIFICATIONS AND STANDARDS | 49 |
| 1 | Four Laning | 49 |
| | Annex - I (Schedule - D) | 50 |
| E | APPLICABLE PERMITS | 51 |
| 1 | Applicable Permits | 51 |
| F | PERFORMANCE SECURITY | 52 |
| G | PROJECT COMPLETION SCHEDULE | 55 |
| 1 | Project Completion Schedule | 55 |
| 2 | Project Milestone-I | 55 |
| 3 | Project Milestone-II | 55 |
| 4 | Project Milestone-III | 55 |
| 5 | Scheduled Four -Laning Date | 55 |
| 6 | Extension of Period | 56 |
| H | DRAWINGS | 57 |
| 1 | Drawings | 57 |
| 2 | Additional drawings | 57 |
| | Annex-I: List of Drawings | 58 |
| I | TESTS | 59 |
| 1 | Schedule for Tests | 59 |
| 2 | Tests | 59 |
| 3 | Agency for conducting Tests | 60 |
| 4 | Completion/Provisional Certificate | 60 |

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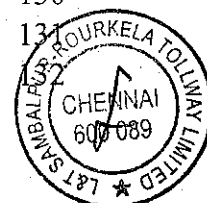
| | | |
|----------|---|----|
| J | COMPLETION CERTIFICATE | 61 |
| 1 | Completion Certificate | 61 |
| 2 | Provisional Certificate | 62 |
| K | MAINTENANCE REQUIREMENTS | 63 |
| 1 | Maintenance Requirements | 63 |
| 2 | Repair/rectification of defects and deficiencies | 63 |
| 3 | Other defects and deficiencies | 63 |
| 4 | Extension of time limit | 63 |
| 5 | Emergency repairs/restoration | 64 |
| 6 | Daily Inspection by the Concessionaire | 64 |
| 7 | Divestment Requirements | 64 |
| 8 | Display of Schedule K | 64 |
| | Annex-I: Repair/rectification of defects and deficiencies | 65 |
| L | SAFETY REQUIREMENTS | 69 |
| 1 | Guiding principles | 69 |
| 2 | Obligations of the Concessionaire | 69 |
| 3 | Appointment of Safety Consultant | 69 |
| 4 | Safety measures during Development Period | 70 |
| 5 | Safety measures during Construction Period | 71 |
| 6 | Safety measures during Operation Period | 71 |
| 7 | Costs and expenses | 72 |
| M | MONTHLY FEE STATEMENT | 73 |
| N | WEEKLY TRAFFIC CENSUS | 74 |
| 1 | Weekly Traffic Census | 74 |
| 2 | Weekly Report for Weigh Stations | 75 |
| O | TRAFFIC SAMPLING | 76 |
| 1 | Traffic sampling | 76 |
| 2 | Manual traffic count | 76 |
| 3 | Automatic traffic count | 76 |
| 4 | Variation between manual and automatic count | 76 |
| P | SELECTION OF INDEPENDENT ENGINEER | 77 |
| 1 | Selection of Independent Engineer | 77 |
| 2 | Fee and expenses | 77 |
| 3 | Constitution of fresh panel | 78 |
| 4 | Appointment of government entity as Independent Engineer | 78 |
| Q | TERMS OF REFERENCE FOR INDEPENDENT ENGINEER | 79 |
| 1 | Scope | 79 |
| 2 | Definitions and interpretation | 79 |
| 3 | Role and functions of the Independent Engineer | 79 |


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| | | |
|----------|---------------------------------------|-----|
| 4 | Development Period | 80 |
| 5 | Construction Period | 81 |
| 6 | Operation Period | 83 |
| 7 | Termination | 84 |
| 8 | Determination of costs and time | 84 |
| 9 | Assistance in Dispute resolution | 85 |
| 10 | Other duties and functions | 85 |
| 11 | Miscellaneous | 85 |
| R | FEE NOTIFICATION | 86 |
| | Annex –I: Model Rules/Notification | 88 |
| S | ESCROW AGREEMENT | 107 |
| 1 | Definitions and interpretation | 108 |
| 2 | Escrow Account | 109 |
| 3 | Deposits into Escrow Account | 110 |
| 4 | Withdrawals from Escrow Account | 112 |
| 5 | Obligations of the Escrow Bank | 114 |
| 6 | Escrow Default | 115 |
| 7 | Termination of Escrow Agreement | 116 |
| 8 | Supplementary Escrow Agreement | 116 |
| 9 | Indemnity | 117 |
| 10 | Dispute resolution | 117 |
| 11 | Miscellaneous provisions | 118 |
| T | PANEL OF CHARTERED ACCOUNTANTS | 122 |
| 1 | Panel of Chartered Accountants | 122 |
| 2 | Invitation for empanelment | 122 |
| 3 | Evaluation and selection | 122 |
| 4 | Consultation with the Concessionaire | 123 |
| 5 | Mutually agreed panel | 123 |
| U | VESTING CERTIFICATE | 124 |
| V | SUBSTITUTION AGREEMENT | 125 |
| 1 | Definitions and interpretation | 126 |
| 2 | Assignment | 127 |
| 3 | Substitution of the Concessionaire | 127 |
| 4 | Project Agreements | 129 |
| 5 | Termination of Concession Agreement | 130 |
| 6 | Duration of the Agreement | 130 |
| 7 | Indemnity | 130 |
| 8 | Dispute resolution | 131 |
| 9 | Miscellaneous provisions | 131 |

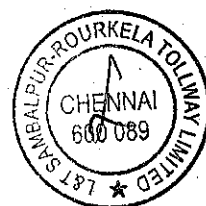
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Schedules

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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

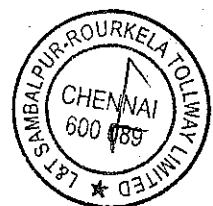


SITE OF THE PROJECT

1 The Site

- 1.1.1 Site of the Four-Lane with paved shoulders divided Project Highway shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.
- 1.1.2 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 Government/OWD 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 Plazas, 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 OWD.

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Annex - I
(Schedule - A)

Site for Four - Laning

1. The Site:

The Site of the Four-Lane with paved shoulders divided Project Highway comprises the section of the State Highway 10 (SH-10), commencing from Km 4/900 to Km 167/900 i.e. the Sambalpur – Rourkela 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. The information is based on existing records of Orissa Works Department.

| Sl. No. | Design Chainage (in km) | | Existing ROW (in m) | Remarks |
|---------|-------------------------|--------|---------------------|---------|
| | From | to | | |
| 1 | 5/000 | 5/421 | 33 | |
| 2 | 5/421 | 5/696 | 30 | |
| 3 | 5/696 | 5/913 | 50 | |
| 4 | 5/913 | 6/198 | 34 | |
| 5 | 6/198 | 7/487 | 30 | |
| 6 | 7/487 | 7/697 | 36 | |
| 7 | 7/697 | 8/000 | 30 | |
| 8 | 8/000 | 9/350 | 34 | |
| 9 | 9/350 | 9/694 | 30 | |
| 10 | 9/694 | 10/000 | 31 | |
| 11 | 10/000 | 10/199 | 30 | |
| 12 | 10/199 | 10/428 | 33 | |
| 13 | 10/428 | 10/698 | 41 | |
| 14 | 10/698 | 11/000 | 29 | |
| 15 | 11/000 | 11/200 | 33 | |
| 16 | 11/200 | 11/507 | 38 | |
| 17 | 11/507 | 11/700 | 30 | |
| 18 | 11/700 | 12/000 | 31 | |
| 19 | 12/000 | 12/200 | 59 | |
| 20 | 12/200 | 12/350 | 30 | |
| 21 | 12/350 | 13/000 | 31 | |
| 22 | 13/000 | 13/199 | 37 | |
| 23 | 13/199 | 13/369 | 34 | |
| 24 | 13/369 | 14/400 | 30 | |
| 25 | 14/400 | 15/463 | 37 | |
| 26 | 15/463 | 15/697 | 31 | |
| 27 | 15/697 | 16/000 | 38 | |
| 28 | 16/000 | 16/262 | 35 | |
| 29 | 16/262 | 16/702 | 45 | |
| 30 | 16/702 | 17/000 | 38 | |
| 31 | 17/000 | 17/458 | 35 | |
| 32 | 17/458 | 17/702 | 30 | |
| 33 | 17/702 | 18/314 | 37 | |
| 34 | 18/314 | 18/504 | 33 | |
| 35 | 18/504 | 18/704 | 30 | |
| 36 | 18/704 | 21/000 | 40 | |
| 37 | 21/000 | 21/705 | 33 | |
| 38 | 21/705 | 24/000 | 30 | |
| 39 | 24/000 | 24/708 | 31 | |
| 40 | 24/708 | 25/000 | 36 | |
| 41 | 25/000 | 25/388 | 35 | |
| 42 | 25/388 | 26/000 | 40 | |
| 43 | 26/000 | 26/279 | 49 | |
| 44 | 26/279 | 26/709 | 36 | |

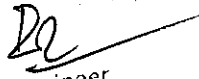
| Sl. No. | Design Chainage (in km) | | Existing ROW (in m) | Remarks |
|---------|-------------------------|--------|---------------------|---------|
| | From | to | | |
| 45 | 26/709 | 27/000 | 35 | |
| 46 | 27/000 | 27/709 | 75 | |
| 47 | 27/709 | 28/000 | 38 | |
| 48 | 28/000 | 29/000 | 65 | |
| 49 | 29/000 | 29/709 | 35 | |
| 50 | 29/709 | 30/000 | 30 | |
| 51 | 30/000 | 32/066 | 44 | |
| 52 | 32/066 | 32/711 | 30 | |
| 53 | 32/711 | 33/712 | 40 | |
| 54 | 33/712 | 33/856 | 47 | |
| 55 | 33/856 | 34/712 | 34 | |
| 56 | 34/712 | 35/314 | 30 | |
| 57 | 35/314 | 36/000 | 32 | |
| 58 | 36/000 | 36/712 | 30 | |
| 59 | 36/712 | 37/000 | 33 | |
| 60 | 37/000 | 37/712 | 39 | |
| 61 | 37/712 | 38/000 | 30 | |
| 62 | 38/000 | 39/080 | 42 | |
| 63 | 39/080 | 39/715 | 35 | |
| 64 | 39/715 | 40/000 | 29 | |
| 65 | 40/000 | 40/590 | 42 | |
| 66 | 40/590 | 41/054 | 38 | |
| 67 | 41/054 | 41/717 | 42 | |
| 68 | 41/717 | 42/717 | 30 | |
| 69 | 42/717 | 45/000 | 36 | |
| 70 | 45/000 | 45/590 | 53 | |
| 71 | 45/590 | 46/000 | 31 | |
| 72 | 46/000 | 46/216 | 30 | |
| 73 | 46/216 | 46/602 | 90 | |
| 74 | 46/602 | 47/000 | 60 | |
| 75 | 47/000 | 52/715 | 30 | |
| 76 | 52/715 | 57/000 | 31 | |
| 77 | 57/000 | 58/510 | 30 | |
| 78 | 58/510 | 59/850 | 31 | |
| 79 | 59/850 | 60/200 | 30 | |
| 80 | 60/200 | 60/800 | 30 | |
| 81 | 60/800 | 64/454 | 38 | |
| 82 | 64/454 | 64/504 | 39 | |
| 83 | 64/504 | 64/654 | 35 | |
| 84 | 64/654 | 64/754 | 40 | |
| 85 | 64/754 | 65/600 | 35 | |
| 86 | 65/600 | 65/700 | 39 | |
| 87 | 65/700 | 66/600 | 39 | |
| 88 | 66/600 | 66/700 | 60 | |

| Sl. No. | Design Chainage (in km) | | Existing ROW (in m) | Remarks |
|---------|-------------------------|--------|---------------------|---------|
| | From | to | | |
| 89 | 66/700 | 66/800 | 69 | |
| 90 | 66/800 | 67/100 | 31 | |
| 91 | 67/100 | 67/500 | 43 | |
| 92 | 67/500 | 67/700 | 38 | |
| 93 | 67/700 | 67/800 | 33 | |
| 94 | 67/800 | 70/500 | 36 | |
| 95 | 70/500 | 70/600 | 32 | |
| 96 | 70/600 | 72/400 | 37 | |
| 97 | 72/400 | 72/600 | 33 | |
| 98 | 72/600 | 76/500 | 37 | |
| 99 | 76/500 | 76/700 | 33 | |
| 100 | 76/700 | 77/100 | 28 | |
| 101 | 77/100 | 77/200 | 25 | |
| 102 | 77/200 | 77/300 | 27 | |
| 103 | 77/300 | 77/500 | 37 | |
| 104 | 77/500 | 77/600 | 35 | |
| 105 | 77/600 | 77/700 | 37 | |
| 106 | 77/700 | 77/800 | 34 | |
| 107 | 77/800 | 77/900 | 37 | |
| 108 | 77/900 | 78/100 | 37 | |
| 109 | 78/100 | 78/200 | 35 | |
| 110 | 78/200 | 78/300 | 35 | |
| 111 | 78/300 | 78/400 | 63 | |
| 112 | 78/400 | 78/500 | 38 | |
| 113 | 78/500 | 78/600 | 38 | |
| 114 | 78/600 | 78/700 | 41 | |
| 115 | 78/700 | 80/000 | 61 | |
| 116 | 80/000 | 80/200 | 59 | |
| 117 | 80/200 | 80/400 | 60 | |
| 118 | 80/400 | 83/600 | 70 | |
| 119 | 83/600 | 83/800 | 62 | |
| 120 | 83/800 | 85/800 | 45 | |
| 121 | 85/800 | 86/000 | 43 | |
| 122 | 86/000 | 86/400 | 38 | |
| 123 | 86/400 | 86/600 | 41 | |
| 124 | 86/600 | 86/800 | 35 | |
| 125 | 86/800 | 87/000 | 40 | |
| 126 | 87/000 | 87/400 | 48 | |
| 127 | 87/400 | 87/600 | 43 | |
| 128 | 87/600 | 88/000 | 37 | |
| 129 | 88/000 | 88/200 | 41 | |
| 130 | 88/200 | 88/400 | 47 | |
| 131 | 88/400 | 88/600 | 39 | |
| 132 | 88/600 | 89/400 | 42 | |
| 133 | 89/400 | 89/600 | 38 | |
| 134 | 89/600 | 90/000 | 33 | |
| 135 | 90/000 | 90/200 | 39 | |
| 136 | 90/200 | 91/200 | 33 | |
| 137 | 91/200 | 91/400 | 33 | |
| 138 | 91/400 | 91/600 | 30 | |
| 139 | 91/600 | 91/800 | 38 | |
| 140 | 91/800 | 92/400 | 45 | |
| 141 | 92/400 | 92/600 | 54 | |
| 142 | 92/600 | 92/800 | 60 | |
| 143 | 92/800 | 93/000 | 58 | |
| 144 | 93/000 | 93/600 | 37 | |
| 145 | 93/600 | 93/800 | 46 | |
| 146 | 93/800 | 94/000 | 62 | |
| 147 | 94/000 | 95/000 | 57 | |
| 148 | 95/000 | 95/400 | 34 | |
| 149 | 95/400 | 95/600 | 40 | |
| 150 | 95/600 | 95/800 | 43 | |
| 151 | 95/800 | 96/000 | 60 | |
| 152 | 96/000 | 96/200 | 51 | |

| Sl. No. | Design Chainage (in km) | | Existing ROW (in m) | Remarks |
|---------|-------------------------|---------|---------------------|---------|
| | From | to | | |
| 153 | 96/200 | 96/400 | 50 | |
| 154 | 96/400 | 97/000 | 57 | |
| 155 | 97/000 | 97/200 | 62 | |
| 156 | 97/200 | 97/400 | 33 | |
| 157 | 97/400 | 97/600 | 37 | |
| 158 | 97/600 | 97/800 | 33 | |
| 159 | 97/800 | 98/100 | 37 | |
| 160 | 98/100 | 98/300 | 33 | |
| 161 | 98/300 | 98/900 | 38 | |
| 162 | 98/900 | 99/100 | 34 | |
| 163 | 99/100 | 99/300 | 38 | |
| 164 | 99/300 | 99/700 | 35 | |
| 165 | 99/700 | 100/700 | 42 | |
| 166 | 100/700 | 100/800 | 37 | |
| 167 | 100/800 | 101/100 | 38 | |
| 168 | 101/100 | 101/300 | 33 | |
| 169 | 101/300 | 101/500 | 37 | |
| 170 | 101/500 | 102/100 | 33 | |
| 171 | 102/100 | 103/000 | 41 | |
| 172 | 103/000 | 103/200 | 38 | |
| 173 | 103/200 | 103/400 | 33 | |
| 174 | 103/400 | 104/600 | 37 | |
| 175 | 104/600 | 104/800 | 33 | |
| 176 | 104/800 | 105/400 | 47 | |
| 177 | 105/400 | 105/600 | 33 | |
| 178 | 105/600 | 106/000 | 36 | |
| 179 | 106/000 | 106/200 | 33 | |
| 180 | 106/200 | 106/400 | 37 | |
| 181 | 106/400 | 106/600 | 35 | |
| 182 | 106/600 | 106/800 | 44 | |
| 183 | 106/800 | 107/000 | 35 | |
| 184 | 107/000 | 107/800 | 36 | |
| 185 | 107/800 | 108/200 | 35 | |
| 186 | 108/200 | 108/400 | 38 | |
| 187 | 108/400 | 108/600 | 35 | |
| 188 | 108/600 | 108/800 | 54 | |
| 189 | 108/800 | 109/200 | 37 | |
| 190 | 109/200 | 109/400 | 46 | |
| 191 | 109/400 | 109/600 | 43 | |
| 192 | 109/600 | 109/800 | 37 | |
| 193 | 109/800 | 110/000 | 41 | |
| 194 | 110/000 | 110/200 | 33 | |
| 195 | 110/200 | 110/400 | 38 | |
| 196 | 110/400 | 110/600 | 35 | |
| 197 | 110/600 | 111/000 | 41 | |
| 198 | 111/000 | 111/200 | 35 | |
| 199 | 111/200 | 111/800 | 42 | |
| 200 | 111/800 | 111/900 | 51 | |
| 201 | 111/900 | 112/000 | 41 | |
| 202 | 112/000 | 112/400 | 35 | |
| 203 | 112/400 | 112/900 | 48 | |
| 204 | 112/900 | 113/150 | 41 | |
| 205 | 113/150 | 113/300 | 30 | |
| 206 | 113/300 | 116/000 | 31 | |
| 207 | 116/000 | 116/200 | 30 | |
| 208 | 116/200 | 116/600 | 38 | |
| 209 | 116/600 | 116/800 | 35 | |
| 210 | 116/800 | 117/200 | 30 | |
| 211 | 117/200 | 117/600 | 30 | |
| 212 | 117/600 | 117/900 | 30 | |
| 213 | 117/900 | 118/000 | 30 | |
| 214 | 118/000 | 119/800 | 30 | |
| 215 | 119/800 | 120/200 | 30 | |
| 216 | 120/200 | 121/600 | 30 | |

| Sl. No. | Design Chainage (in km) | | Existing ROW (in m) | Remarks |
|---------|-------------------------|---------|---------------------|---------|
| | From | to | | |
| 217 | 121/600 | 121/800 | 30 | |
| 218 | 121/800 | 125/000 | 37 | |
| 219 | 125/000 | 125/200 | 30 | |
| 220 | 125/200 | 134/000 | 33 | |
| 221 | 134/000 | 135/800 | 38 | |
| 222 | 135/800 | 136/000 | 30 | |
| 223 | 136/000 | 136/400 | 30 | |
| 224 | 136/400 | 137/000 | 41 | |
| 225 | 137/000 | 137/600 | 35 | |
| 226 | 137/600 | 137/800 | 15 | |
| 227 | 137/800 | 138/800 | 33 | |
| 228 | 138/800 | 139/500 | 15 | |
| 229 | 139/500 | 139/800 | 30 | |
| 230 | 139/800 | 140/000 | 30 | |
| 231 | 140/000 | 140/600 | 40 | |
| 232 | 140/600 | 142/600 | 31 | |
| 233 | 142/600 | 144/800 | 42 | |
| 234 | 144/800 | 145/800 | 14 | |

| Sl. No. | Design Chainage (in km) | | Existing ROW (in m) | Remarks |
|---------|-------------------------|---------|---------------------|---------|
| | From | to | | |
| 235 | 145/800 | 146/000 | 33 | |
| 236 | 146/000 | 147/000 | 30 | |
| 237 | 147/000 | 147/200 | 30 | |
| 238 | 147/200 | 147/400 | 15 | |
| 239 | 147/400 | 148/600 | 31 | |
| 240 | 148/600 | 149/200 | 15 | |
| 241 | 149/200 | 149/800 | 39 | |
| 242 | 149/800 | 150/000 | 18 | |
| 243 | 150/000 | 150/200 | 30 | |
| 244 | 150/200 | 150/400 | 30 | |
| 245 | 150/400 | 151/200 | 30 | |
| 246 | 151/200 | 151/400 | 15 | |
| 247 | 151/400 | 152/000 | 31 | |
| 248 | 152/000 | 153/600 | 30 | |
| 249 | 153/600 | 154/000 | 18 | |
| 250 | 154/000 | 157/200 | 31 | |
| 251 | 157/200 | 157/600 | 18 | |


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3. Carriageway:

The present carriageway of the Project Highway is a 2-lane carriageway with paved shoulders in its entire length.

4. Major Bridges:

The Site includes the following Major Bridges:

| S. No. | Design Chainage (In Km) | Type of Structure | No. of Spans | Width (In m) |
|--------|-------------------------|---|--------------|--------------|
| 1. | 41/258 | <ul style="list-style-type: none"> End spans RCC T-Girder and intermediate spans string arch superstructure. Substructure RCC circular column on pile foundation. | 8 | 8.00 |
| 2. | 64/972 | <ul style="list-style-type: none"> End spans RCC T-Girder and Intermediate Spans are PSC Box Girder. Substructure RCC wall type on well foundation. | 5 | 8.20 |
| 3. | 115/085 | <ul style="list-style-type: none"> Superstructure RCC Box Girder. Substructure RCC wall type on well foundation. | 3 | 8.00 |
| 4. | 142/380 | <ul style="list-style-type: none"> Superstructure RCC T-Girder Substructure RCC wall type on Open foundation. | 4 | 8.20 |
| 5. | 152/234 | <ul style="list-style-type: none"> Superstructure RCC T-Girder. Substructure RCC wall type on well foundation. | 7 | 8.20 |
| 6 | 163/314 | <ul style="list-style-type: none"> Superstructure RCC T-Girder. Substructure RCC wall type on Open foundation. | 4 | 8.20 |

5. Railway Over Bridges (ROBs):

The Site includes the following Railway Over Bridges:

| S. No. | Design Chainage (In km) | Type of Structure | No. of Spans | Width in (m) |
|--------|-------------------------|-------------------------------|--------------|--------------|
| 1 | 18/280 | Box structure (at grade ROB) | 1 | 13.75 |
| 2 | 49/525 | PCCT-girder and RCC deck slab | 1 | 14.00 |

6. Grade Separators

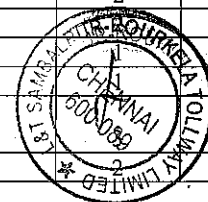
-Nil-

7. Minor Bridges

The Site includes the following Minor Bridges:

| S. No. | Design Chainage (in Km) | Type of Structure | No. of Spans | Width (In m) |
|--------|-------------------------|--|--------------|--------------|
| 1 | 5/473 | Box Type | 1 | 11.90 |
| 2 | 7/047 | Cantilever Solid Slab | 1 | 11.90 |
| 3 | 10/670 | Solid Slab | 2 | 11.80 |
| 4 | 11/526 | Solid Slab | 4 | 12.00 |
| 5 | 16/039 | LHS Solid Slab and RHS Arch | 3 | 11.20 |
| 6 | 20/956 | Solid Slab | 1 | 11.80 |
| 7 | 22/973 | RCC Deck Slab over 5 nos RCC T-Girder(4 nos Cross Girders) | 3 | 12.20 |
| 8 | 28/905 | RCC Deck Slab over Steel Plate Girder | 7 | 8.20 |
| 9 | 31/826 | RCC Deck Slab over 3 nos RCC T-Girder (Both side widened with solid slab) | 2 | 11.80 |
| 10 | 34/298 | Solid Slab | | 12.00 |
| 11 | 37/334 | Solid Slab | | 12.00 |
| 12 | 42/219 | Solid Slab | | 11.40 |
| | 50/729 | RCC Deck Slab over 4 nos RCC T-Girder(4 nos Cross Girders) | | 11.70 |
| | 56/724 | Cantilever Solid Slab | | 11.90 |

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| S. No. | Design Chainage (in Km) | Type of Structure | No. of Spans | Width (In m) |
|--------|----------------------------|--|-----------------|-----------------|
| 15 | 57/914 | Cantilever Solid Slab | 3 | 11.70 |
| 16 | 59/372 | Solid Slab | 3 | 11.70 |
| 17 | 63/640 | Cantilever Solid Slab | 2 | 11.70 |
| 18 | 72/199 | Cantilever Solid Slab | 1 | 11.60 |
| 19 | 77/106 | Cantilever Solid Slab | 3 | 12.00 |
| 20 | 77/546 | Cantilever Solid Slab | 2 | 11.70 |
| 21 | 83/730 | Solid Slab | 5 | 11.70 |
| 22 | 88/435 | Solid Slab | 1 | 11.70 |
| 23 | 88/735 | Solid Slab | 2 | 11.20 |
| 24 | 95/736 | Solid Slab | 1 | 11.70 |
| 25 | 98/903 | Solid Slab | 4 | 11.70 |
| 26 | 100/169 | Solid Slab | 5 | 11.70 |
| 27 | 103/748 | Cantilever Solid Slab | 2 | 11.70 |
| 28 | 106/331 | Cantilever Solid Slab | 3 | 11.70 |
| 29 | 116/513 | RCC Box | 1 | 11.70 |
| 30 | 117/824 | Cantilever Solid Slab | 3 | 11.70 |
| 31 | 120/041 | RCC Deck Slab over 4 nos RCC T-Girder(4 nos Cross Girders) | 2 | 11.70 |
| 32 | 132/543 | RCC Deck Slab over 4 nos RCC T-Girder(4 nos Cross Girders) | 3 | 11.70 |
| 33 | 133/459 | RCC Box | 1 | 11.85 |
| 34 | 136/589 | Cantilever Solid Slab | 1 | 11.85 |
| 35 | 139/990 | Cantilever Solid Slab | 3 | 11.70 |
| 36 | 141/945 | Solid Slab | 1 | 11.70 |
| 37 | 142/804 | Solid Slab | 1 | 11.70 |
| 38 | 151/869 | Solid Slab | 1 | 11.70 |
| 39 | 156/271 | Solid Slab | 2 | 11.70 |

8. Total Number of Structures

The total number of structures on the Site is noted below:

| | | |
|--|---|-----|
| (a) No. of Major Bridges | - | 06 |
| (b) No. of Railway Over Bridges | - | 02 |
| (c) No. of Grade Separators | - | 00 |
| (d) No. of Minor Bridges | - | 39 |
| (e) No. of Vehicular and Non Vehicular Underpasses | - | 00 |
| (f) No. of Box Culverts | - | 08 |
| (g) No. of Pipe Culverts | - | 98 |
| (h) No. of Slab Culverts | - | 225 |

9. Bus Bays and Truck Laybys

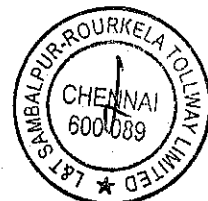
The total number of Bus Bays on the Site is as per the following table. There are no truck laybys at the Site.

| | | |
|----------------------------------|---|----|
| (a) No. of Bus bays on LHS | - | 12 |
| (b) No. of Bus bays on RHS | - | 12 |
| (c) No. of Truck lay-byes on LHS | - | 00 |
| (d) No. of Truck lay-byes on RHS | - | 00 |

10. Permanent Bridge, Bye Pass or Tunnel costing Rs. 50 crore or more

-Nil-

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SCHEDULE - B
(See Clause 2.1)


DEVELOPMENT OF THE PROJECT HIGHWAY

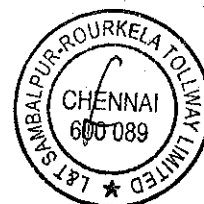
1. DEVELOPMENT OF THE PROJECT HIGHWAY

Development of the Project Highway shall include construction of the Project Highway as described in this **Schedule-B** and in **Schedule-C**.

2. FOUR-LANING

- 2.1 Four-Laning shall include construction of the Four-Lane with Paved Shoulders divided Project highway as described in **Annex-I** of this **Schedule-B** and **Annex-I** of **Schedule-C**.
- 2.2 Four Lane with Paved Shoulders divided Project Highway shall be completed by the Concessionaire in conformity with the Specifications and Standards set forth in **Annex-I** of **Schedule-D**.


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Annex – I (Schedule – B)

Description of Four – Laning

1. Width of Carriageway

1.1 The paved carriageway shall be 17.0 meters wide:

Provided that in the following urban stretches, the width of carriageway shall be:

| S. No. | Name of Township | Location (chainage) | | Width (in m) |
|--------|--------------------------|---------------------|---------|--------------|
| | | From | To | |
| 1 | Ainthapalli | 4/945 | 5/550 | 19 |
| 2 | Malipalli | 5/750 | 6/935 | 19 |
| 3 | Kilasma | 19/125 | 20/600 | 19 |
| 4 | Nuarampela | 20/925 | 22/550 | 19 |
| 5 | Lapanga | 33/800 | 34/300 | 19 |
| 6 | Badmal | 44/675 | 46/550 | 19 |
| 7 | Talpatia and Tangarpalli | 61/830 | 62/125 | 19 |
| 8 | Bhasma | 62/125 | 62/680 | 19 |
| 9 | Kandamahai and Kirei | 74/056 | 76/756 | 19 |
| 10 | Latagaon and Badgaon | 110/456 | 112/256 | 19 |
| 11 | Kantiamura | 112/906 | 113/256 | 19 |
| 12 | Kutra | 128/600 | 129/700 | 19 |
| 13 | Ranibandh | 142/930 | 143/306 | 19 |
| 14 | Bhelua | 152/712 | 154/011 | 19 |
| 15 | Mandiakudar | 157/661 | 159/111 | 19 |

1.2 Except as otherwise provided in this Agreement the width of the paved carriageway shall conform to clause 1.1 above.

2. Project Facilities

Project facilities shall be constructed in conformity with Annex-I of Schedule-C.

3. Specifications and Standards

The Project Highway shall be constructed in conformity with the Specifications and Standards specified in Annex-I of Schedule – D.

4. Other Features of Four-Laning

4.1 Alignment Plan and Longitudinal Section

An alignment plan and vertical profile of project highway is given in Appendix BI in soft copy.

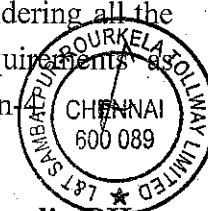
The final center line of the road and the road levels shall be fixed duly considering all the relevant factors covering structural soundness, safety and functional requirements.

per relevant IRC codes and provisions of the Manual as stipulated in section-

4.2 Bypasses & Realignment

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The details of bypasses and realignments shall be provided as given in Appendix BII.



4.3 Minimum Design Speed Stretches

Minimum design speed stretches shall be as indicated in **Appendix BIII**.

4.4 Proposed Right of Way

The details of the Proposed Right-of-way (PROW) are given in **Appendix BIV**.

4.5 Type and Width of Median

The type and width of median shall be as in **Appendix BV**.

4.6 Radius of Horizontal Curves

Absolute minimum radius shall be as shown in **Appendix BVI**.

4.7 Locations of Intersections

Locations of Intersections shall be as mentioned in **Appendix BVII**.

4.8 Service Road

Service Roads shall be provided as indicated in **Appendix -BVIII**.

4.9 Grade-Separated Structures

- Two numbers of flyovers shall be provided as specified in **Appendix B IX**.
- Vehicular underpasses shall be provided at locations given in **Appendix B X**.
- Pedestrian/ Reptile/ Elephant underpass shall be provided at locations given in **Appendix BXI**

4.10 Major Bridges

Major bridges as listed in **Appendix BXII** shall be provided, reconstructed, widened and rehabilitated.

4.11 Minor Bridges

Minor bridges as listed in **Appendix BXIII** shall be provided, reconstructed, widened and rehabilitated.

4.12 Culverts

Culverts as listed in **Appendix BXIV** shall be provided, reconstructed, widened and rehabilitated.

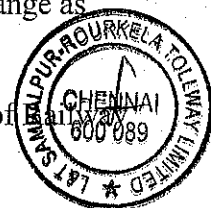
4.13 Road Over Bridge (Road Over Rail) / Road Under Bridge (Road Under Railway line)

ROB/ RUB shall be provided as given in **Appendix BXV**. Following points shall be taken care of:

- i) The proposed span arrangements of the ROB are tentative and subject to change as per availability of railway boundaries/ requirement of the railways.

ii) ROB shall be designed, constructed and maintained as per the requirements of authorities. The construction plans shall be prepared in consultation with the concerned railway authority.

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- iii) The ROB's shall be constructed and maintained by the concessionaire under supervision of the Railways.
- iv) All expenditure related to construction, maintenance and supervision of ROB (except P&E charges) shall be borne by the Concessionaire.
- v) During construction, the existing level crossings shall be widened to 12 meters or two separate level crossings of 7 meters each shall be provided

4.14 Entry / Exit Ramps

The service roads shall be connected to the main carriageway by a taper merge at both entry and exit.

4.15 Utilities

Provision of accommodating utilities shall be made both over as well as underground wherever required.

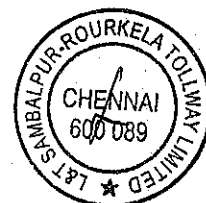
4.16 Rainwater Harvesting

As per Ministry of Environment and Forests Notification, New Delhi dated 14.01.1997 (as amended on 13.01.1998, 05.01.1999 & 6.11.2000), the construction of Rain water, Harvesting structure is mandatory in and around Water Crisis area, notified by the Central Ground Water Board.

4.17 Pond Ash for Embankment Construction

Use of pond ash for embankment construction in pursuance of the instructions of MOEF or otherwise, would be in accordance with Manual of Specifications and Standards.

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Appendix BI: Alignment Plan & Longitudinal Section

Alignment Plan and longitudinal Section are enclosed in digital form in CD marked as Appendix BI

Appendix-BII: Details of Bypasses and Realignment

1. Bypasses


| S.No | Existing Chainage | | Design Chainage | | Length of Existing Road Bypassed | Length (km) as per Proposed Chainage | Side of Existing Road | Settlement Name |
|------|-------------------|--------|-----------------|--------|----------------------------------|--------------------------------------|-----------------------|-----------------|
| | From | To | From | To | | | | |
| 1 | 22/622 | 26/500 | 22/600 | 27/200 | 3.878 | 4.600 | Right | Rengali |
| 2 | 52/539 | 63/375 | 52/200 | 61/665 | 10.836 | 9.465 | Left/Right | Jharsuguda |

2. Realignments

| S.No | Existing Chainage | | Design Chainage | | Length of existing road bypassed | Length (km) as per Proposed Chainage | Side of existing road | Location |
|------|-------------------|--------|-----------------|--------|----------------------------------|--------------------------------------|-----------------------|------------------|
| | From | To | From | To | | | | |
| 1 | 17/800 | 19/200 | 17/750 | 19/000 | 1.400 | 1.250 | Left & Right | Railway crossing |

Appendix-BIII: Minimum Design Speed Stretches

| S. No | Location (Km) | Remarks | Design Speed |
|-------|---------------|--|--------------|
| 1 | 27-28 | Railway Level Crossing, Sharp Curves on both sides of it | 40-50 kmph |
| 2 | 157-160 | Deficient Curves, Reverse Curves, Poor Geometry on Bridge Approaches, and Engineering College and minor ribbon development | 50-100 kmph |


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Appendix-BIV: Details of Proposed Right of Way (PRow)

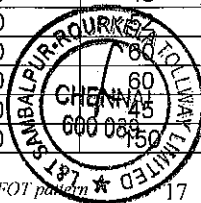
| Chainage From | Chainage To | PRow |
|---------------|------------------|------|
| 4/945 | 6/960 | 27 |
| 6/960 | 8/160 | 31 |
| 8/160 | 8/490 | 41 |
| 8/490 | 8/520 | 39 |
| 8/520 | 8/550 | 38 |
| 8/550 | 8/580 | 36 |
| 8/580 | 8/940 | 31 |
| 8/940 | 9/630 | 45 |
| 9/630 | 9/720 | 49 |
| 9/720 | 9/810 | 45 |
| 9/810 | 9/930 | 49 |
| 9/930 | 10/703 | 45 |
| 10/703 | 11/310 | 30 |
| 11/310 | 12/477 | 45 |
| 12/477 | 12/555 | 49 |
| 12/555 | 12/720 | 45 |
| 12/720 | 12/810 | 49 |
| 12/810 | 13/380 | 45 |
| 13/380 | 13/680 | 60 |
| 13/680 | 14/807 | 45 |
| 14/807 | 15/030 | 34 |
| 15/030 | 16/740 | 45 |
| 16/740 | 17/327 | 150 |
| 17/327 | 19/140 | 45 |
| 19/140 | 22/504 | 27 |
| 22/504 | 27/327 = 26/328* | 60 |
| 26/328 | 33/810 | 45 |
| 33/810 | 34/320 | 30 |
| 34/320 | 40/650 | 45 |
| 40/650 | 40/680 | 46 |
| 40/680 | 40/707 | 47 |
| 40/707 | 40/740 | 49 |
| 40/740 | 40/770 | 51 |
| 40/770 | 40/800 | 53 |
| 40/800 | 40/817 | 55 |
| 40/817 | 40/830 | 56 |
| 40/830 | 40/860 | 57 |
| 40/860 | 41/520 | 58 |
| 41/520 | 41/550 | 57 |
| 41/550 | 41/580 | 56 |
| 41/580 | 41/610 | 55 |
| 41/610 | 41/640 | 54 |
| 41/640 | 41/670 | 53 |
| 41/670 | 41/700 | 51 |
| 41/700 | 41/730 | 49 |
| 41/730 | 41/736 | 48 |
| 41/736 | 41/760 | 47 |
| 41/760 | 41/790 | 46 |
| 41/790 | 44/505 | 45 |
| 44/505 | 44/670 | 34 |
| 44/670 | 44/700 | 32 |
| 44/700 | 46/140 | 27 |
| 46/140 | 46/156 | 30 |
| 46/156 | 46/170 | 32 |
| 46/170 | 46/200 | 34 |
| 46/200 | 46/230 | 36 |
| 46/230 | 46/260 | 37 |
| 46/260 | 46/290 | 36 |
| 46/290 | 46/320 | 30 |
| 46/320 | 46/560 | 27 |
| 46/560 | 46/620 | 45 |
| 46/620 | 46/710 | 49 |

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| Chainage From | Chainage To | PRow |
|---------------|-------------|------|
| 46/710 | 51/744 | 45 |
| 51/744 | 52/140 | 34 |
| 52/140 | 52/170 | 37 |
| 52/170 | 52/200 | 42 |
| 52/200 | 52/230 | 47 |
| 52/230 | 52/260 | 53 |
| 52/260 | 52/290 | 58 |
| 52/290 | 61/830 | 60 |
| 61/830 | 61/860 | 34 |
| 61/860 | 62/160 | 27 |
| 62/160 | 62/190 | 31 |
| 62/190 | 62/213 | 35 |
| 62/213 | 62/250 | 38 |
| 62/250 | 62/280 | 43 |
| 62/280 | 62/293 | 46 |
| 62/293 | 62/308 | 47 |
| 62/308 | 62/340 | 48 |
| 62/340 | 62/370 | 49 |
| 62/370 | 62/388 | 47 |
| 62/388 | 62/400 | 45 |
| 62/400 | 62/414 | 43 |
| 62/414 | 62/430 | 41 |
| 62/430 | 62/460 | 38 |
| 62/460 | 62/490 | 34 |
| 62/490 | 62/520 | 30 |
| 62/520 | 62/695 | 27 |
| 62/695 | 64/590 | 45 |
| 64/590 | 64/620 | 46 |
| 64/620 | 64/640 | 48 |
| 64/640 | 64/650 | 49 |
| 64/650 | 64/680 | 50 |
| 64/680 | 64/710 | 52 |
| 64/710 | 64/740 | 54 |
| 64/740 | 64/770 | 56 |
| 64/770 | 64/800 | 57 |
| 64/800 | 64/830 | 59 |
| 64/830 | 64/860 | 60 |
| 64/860 | 64/890 | 61 |
| 64/890 | 64/920 | 61 |
| 64/920 | 64/980 | 62 |
| 64/980 | 65/430 | 61 |
| 65/430 | 65/442 | 60 |
| 65/442 | 65/460 | 59 |
| 65/460 | 65/490 | 58 |
| 65/490 | 65/520 | 57 |
| 65/520 | 65/550 | 55 |
| 65/550 | 65/580 | 53 |
| 65/580 | 65/607 | 50 |
| 65/607 | 65/640 | 48 |
| 65/640 | 65/670 | 46 |
| 65/670 | 65/697 | 45 |
| 65/697 | 66/600 | 45 |
| 66/600 | 66/630 | 49 |
| 66/630 | 66/720 | 49 |
| 66/720 | 66/990 | 45 |
| 66/990 | 67/080 | 49 |
| 67/080 | 69/750 | 45 |
| 69/750 | 69/780 | 60 |
| 69/780 | 69/810 | 60 |
| 69/810 | 70/080 | 45 |
| 70/080 | 71/700 | 150 |
| 71/700 | 72/100 | 150 |



| Chainage From | Chainage To | PRoW |
|---------------|-------------|------|
| 72/100 | 73/890 | 45 |
| 73/890 | 74/070 | 34 |
| 74/070 | 76/110 | 27 |
| 76/110 | 76/140 | 27 |
| 76/140 | 76/170 | 30 |
| 76/170 | 76/200 | 33 |
| 76/200 | 76/230 | 36 |
| 76/230 | 76/260 | 36 |
| 76/260 | 76/261 | 32 |
| 76/261 | 76/290 | 31 |
| 76/290 | 76/770 | 27 |
| 76/770 | 77/010 | 45 |
| 77/010 | 77/085 | 48 |
| 77/085 | 79/890 | 45 |
| 79/890 | 80/490 | 150 |
| 80/490 | 81/450 | 45 |
| 81/450 | 81/540 | 105 |
| 81/540 | 89/370 | 45 |
| 89/370 | 90/540 | 41 |
| 90/540 | 93/150 | 45 |
| 93/150 | 93/240 | 49 |
| 93/240 | 93/330 | 45 |
| 93/330 | 93/450 | 49 |
| 93/450 | 96/780 | 45 |
| 96/780 | 96/808 | 53 |
| 96/808 | 96/810 | 58 |
| 96/810 | 96/840 | 59 |
| 96/840 | 96/870 | 60 |
| 96/870 | 96/960 | 60 |
| 96/960 | 96/990 | 57 |
| 96/990 | 96/999 | 49 |
| 96/999 | 97/008 | 47 |
| 97/008 | 97/020 | 46 |
| 97/020 | 110/340 | 45 |
| 110/340 | 110/460 | 34 |
| 110/460 | 112/260 | 27 |
| 112/260 | 112/920 | 45 |
| 112/920 | 113/277 | 27 |
| 113/277 | 115/050 | 45 |
| 115/050 | 115/080 | 46 |
| 115/080 | 115/110 | 50 |
| 115/110 | 115/140 | 54 |
| 115/140 | 115/170 | 58 |
| 115/170 | 115/200 | 61 |
| 115/200 | 115/205 | 62 |
| 115/205 | 115/230 | 63 |
| 115/230 | 115/234 | 63 |
| 115/234 | 115/260 | 63 |
| 115/260 | 115/290 | 64 |
| 115/290 | 115/320 | 63 |
| 115/320 | 115/350 | 63 |
| 115/350 | 115/380 | 62 |
| 115/380 | 115/410 | 62 |
| 115/410 | 115/440 | 62 |
| 115/440 | 115/466 | 61 |
| 115/466 | 115/470 | 61 |
| 115/470 | 115/500 | 61 |
| 115/500 | 115/530 | 60 |
| 115/530 | 115/552 | 59 |
| 115/552 | 115/560 | 58 |
| 115/560 | 115/588 | 57 |
| 115/588 | 115/590 | 56 |
| 115/590 | 115/620 | 56 |
| 115/620 | 115/641 | 54 |
| 115/641 | 115/650 | 53 |

| Chainage From | Chainage To | PRoW |
|---------------|-------------|------|
| 115/650 | 115/680 | 53 |
| 115/680 | 115/710 | 52 |
| 115/710 | 115/740 | 51 |
| 115/740 | 115/770 | 51 |
| 115/770 | 115/783 | 50 |
| 115/783 | 115/800 | 49 |
| 115/800 | 115/830 | 49 |
| 115/830 | 115/833 | 48 |
| 115/833 | 115/860 | 47 |
| 115/860 | 115/890 | 46 |
| 115/890 | 121/800 | 45 |
| 121/800 | 121/810 | 49 |
| 121/810 | 121/890 | 49 |
| 121/890 | 122/100 | 45 |
| 122/100 | 122/220 | 49 |
| 122/220 | 122/910 | 45 |
| 122/910 | 123/420 | 34 |
| 123/420 | 124/350 | 45 |
| 124/350 | 124/440 | 49 |
| 124/440 | 124/590 | 45 |
| 124/590 | 124/611 | 49 |
| 124/611 | 124/710 | 49 |
| 124/710 | 127/890 | 45 |
| 127/890 | 128/190 | 60 |
| 128/190 | 128/600 | 45 |
| 128/600 | 129/700 | 30 |
| 129/700 | 131/400 | 45 |
| 131/400 | 131/490 | 49 |
| 131/490 | 132/030 | 45 |
| 132/030 | 132/150 | 49 |
| 132/150 | 136/560 | 45 |
| 136/560 | 136/650 | 49 |
| 136/650 | 136/740 | 45 |
| 136/740 | 136/860 | 49 |
| 136/860 | 142/950 | 45 |
| 142/950 | 143/310 | 30 |
| 143/310 | 144/630 | 35 |
| 144/630 | 147/478 | 31 |
| 147/478 | 149/787 | 45 |
| 149/787 | 150/390 | 150 |
| 150/390 | 152/400 | 45 |
| 152/400 | 152/430 | 48 |
| 152/430 | 152/640 | 47 |
| 152/640 | 152/646 | 40 |
| 152/646 | 152/660 | 39 |
| 152/660 | 152/670 | 37 |
| 152/670 | 152/700 | 36 |
| 152/700 | 152/713 | 33 |
| 152/713 | 152/730 | 31 |
| 152/730 | 153/416 | 27 |
| 153/416 | 153/420 | 27 |
| 153/420 | 153/450 | 27 |
| 153/450 | 153/480 | 29 |
| 153/480 | 153/495 | 33 |
| 153/495 | 153/510 | 35 |
| 153/510 | 153/540 | 37 |
| 153/540 | 153/570 | 36 |
| 153/570 | 153/580 | 36 |
| 153/580 | 153/600 | 33 |
| 153/600 | 153/630 | 33 |
| 153/630 | 153/660 | 33 |
| 153/660 | 153/675 | 33 |
| 153/675 | 153/690 | 37 |
| 153/690 | 153/720 | 37 |
| 153/720 | 153/750 | 36 |

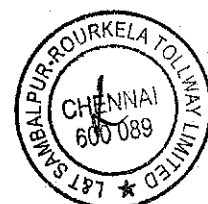
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| Chainage From | Chainage To | PRoW |
|---------------|------------------|------|
| 153/750 | 153/764 | 35 |
| 153/764 | 153/780 | 34 |
| 153/780 | 153/810 | 33 |
| 153/810 | 153/829 | 30 |
| 153/829 | 153/840 | 28 |
| 153/840 | 153/870 | 27 |
| 153/870 | 154/019 | 27 |
| 154/019 | 154/260 | 34 |
| 154/260 | 157/590 | 45 |
| 157/590 | 157/680 | 34 |
| 157/680 | 158/730 | 27 |
| 158/730 | 158/760 | 28 |
| 158/760 | 158/790 | 31 |
| 158/790 | 158/820 | 34 |
| 158/820 | 158/850 | 37 |
| 158/850 | 158/880 | 35 |
| 158/880 | 158/910 | 29 |
| 158/910 | 158/923 | 27 |
| 158/923 | 158/940 | 28 |
| 158/940 | 158/970 | 30 |
| 158/970 | 159/000 | 34 |
| 159/000 | 159/030 | 37 |
| 159/030 | 159/053 | 35 |
| 159/053 | 159/060 | 33 |
| 159/060 | 159/090 | 32 |
| 159/090 | 159/120 | 30 |
| 159/120 | 161/151 = 0/000* | 45 |
| 0/000 | 0/252 | 45 |
| 0/252 | 1/137 | 27 |
| 1/137 | 1/406 = 162/557* | 37 |
| 162/557 | 163/440 | 37 |
| 163/440 | 164/151 | 45 |
| 164/151 | 167/400 | 37 |

*: Chainage change points

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Appendix-BV: Type and Width of median

| Chainages (km) | | Median Width (m) | Remarks |
|----------------|--------|------------------|--------------------|
| Start | End | | |
| 4+945 | 8+925 | 2.0 | Restricted Section |
| 8+950 | 12+250 | 5.0 | |
| 12+250 | 12+375 | 1.5 | Median Opening |
| 12+375 | 16+950 | 5.0 | |
| 16+950 | 17+100 | 1.8 | Toll Plaza 1 |
| 17+100 | 19+125 | 5.0 | |
| 19+125 | 22+500 | 2.0 | Restricted Section |
| 22+500 | 22+675 | 5.0 | |
| 22+675 | 22+785 | 1.5 | Median Opening |
| 22+785 | 27+020 | 5.0 | |
| 27+020 | 27+125 | 1.5 | Median Opening |
| 27+125 | 28+225 | 5.0 | |
| 28+225 | 28+475 | 1.5 | Median Opening |
| 28+475 | 35+275 | 5.0 | |
| 35+275 | 35+575 | 1.5 | Median Opening |
| 35+575 | 37+500 | 5.0 | |
| 37+500 | 40+575 | 2.0 | Restricted Section |
| 40+600 | 41+800 | Above 5.0 | Bridge Section |
| 41+800 | 44+650 | 5.0 | |
| 44+650 | 46+625 | 2.0 | Restricted Section |
| 46+625 | 52+050 | 5.0 | |
| 52+050 | 52+300 | 1.5 | Median Opening |
| 52+300 | 54+975 | 5.0 | |
| 54+975 | 55+225 | 1.5 | Median Opening |
| 55+225 | 60+450 | 5.0 | |
| 60+450 | 60+725 | 1.5 | Median Opening |
| 60+725 | 61+825 | 5.0 | |
| 61+825 | 62+125 | 2.0 | Restricted Section |
| 62+125 | 62+500 | Above 5.0 | Bridge Section |
| 62+500 | 62+700 | 2.0 | Restricted Section |
| 62+700 | 64+000 | 5.0 | |
| 64+000 | 64+250 | 1.5 | Median Opening |
| 64+250 | 64+575 | 5.0 | |
| 64+575 | 65+650 | Above 5.0 | Bridge Section |
| 65+650 | 69+100 | 5.0 | |
| 69+100 | 69+325 | 1.5 | Median Opening |
| 69+325 | 71+775 | 5.0 | |
| 71+775 | 71+925 | 1.8 | Toll Plaza 2 |
| 71+925 | 72+200 | 5.0 | |
| 72+200 | 72+450 | 1.5 | Median Opening |
| 72+450 | 74+050 | 5.0 | |
| 74+050 | 77+100 | 2.0 | Restricted Section |
| 77+100 | 78+075 | 5.0 | |
| 78+075 | 78+225 | 5.0 | FLY over |
| 78+250 | 81+425 | 5.0 | |
| 81+550 | 83+675 | 5.0 | |
| 83+675 | 83+900 | 1.5 | Median Opening |
| 83+900 | 84+350 | 5.0 | |
| 84+350 | 85+350 | 2.0 | Restricted Section |
| 85+350 | 88+675 | 5.0 | |
| 88+675 | 88+900 | 1.5 | median Opening |
| 88+900 | 89+325 | 5.0 | |
| 89+325 | 90+500 | 2.0 | Restricted Section |
| 90+500 | 94+100 | 5.0 | |
| 94+100 | 94+300 | 1.5 | Median Opening |

| Chainages (km) | | Median Width (m) | Remarks |
|----------------|---------|------------------|--------------------|
| Start | End | | |
| 94+300 | 99+300 | 5.0 | |
| 99+300 | 99+500 | 1.5 | Median Opening |
| 99+500 | 104+300 | 5.0 | |
| 104+300 | 104+500 | 1.5 | Median Opening |
| 104+500 | 107+725 | 5.0 | |
| 107+725 | 107+875 | 1.5 | Median Opening |
| 107+075 | 110+425 | 5.0 | |
| 110+425 | 113+400 | 2.0 | Restricted Section |
| 113+400 | 115+075 | 5.0 | |
| 115+075 | 115+875 | Above 5.0 | Bridge Section |
| 115+875 | 116+375 | 5.0 | |
| 116+375 | 116+600 | 1.5 | Median Opening |
| 116+600 | 120+975 | 5.0 | |
| 120+975 | 121+200 | 1.5 | Median Opening |
| 121+200 | 125+750 | 5.0 | |
| 125+750 | 126+000 | 1.5 | Median Opening |
| 126+000 | 128+600 | 5.0 | |
| 128+600 | 129+700 | 2.0 | Restricted Section |
| 129+700 | 132+550 | 5.0 | |
| 132+550 | 132+800 | 1.5 | Median Opening |
| 132+800 | 137+000 | 5.0 | |
| 137+000 | 137+275 | 1.5 | Median Opening |
| 137+275 | 140+550 | 5.0 | |
| 140+550 | 140+775 | 1.5 | Median Opening |
| 140+775 | 143+050 | 5.0 | |
| 143+050 | 147+600 | 2.0 | Restricted Section |
| 147+600 | 150+000 | 5.0 | |
| 150+000 | 150+150 | 1.8 | Toll plaza 3 |
| 150+150 | 152+350 | 5.0 | |
| 152+350 | 152+700 | Above 5.0 | Bridge Section |
| 152+700 | 154+025 | 2.0 | Restricted Section |
| 154+025 | 154+475 | 5.0 | |
| 154+475 | 154+725 | 1.5 | Median Opening |
| 154+725 | 157+650 | 5.0 | |
| 157+650 | 159+150 | 2.0 | Restricted Section |
| 159+150 | 159+450 | 5.0 | |
| 159+450 | 159+700 | 1.5 | Median Opening |
| 159+700 | 162+200 | 5.0 | |
| 162+200 | 163+400 | 2.0 | Restricted Section |
| 163+400 | 163+700 | 5.0 | |
| 163+700 | 163+925 | 1.5 | Median Opening |
| 163+925 | 164+075 | 5.0 | |
| 164+075 | 165+708 | 2.0 | Restricted Section |


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Appendix-BVI: Radii of Horizontal curves

Details of radii of Horizontal curves are provided in Alignment Plan enclosed in digital form in CD marked as **Appendix BI**.

Appendix-BVII: Location of Intersections

Major Junctions

| Sl. No. | Chainage | Category of Road | Side w.r.t increasing Chainage | Proposed Type |
|---------|----------|--|--------------------------------|------------------------|
| 1 | 12/358 | VR (channelised intersection) | Right | II |
| 2 | 22/685 | Proposed Rengali Bypass start | Left | II |
| 3 | 27/029 | Proposed Rengali Bypass end | Left | II |
| 4 | 46/354 | VR (Existing Jharsuguda bypass start) | Right | II |
| 5 | 52/200 | NH 200, Proposed Jharsuguda Bypass start | Both | II |
| 6 | 60/600 | SH 10 crossing with proposed Jharsuguda bypass | Both | II |
| 7 | 61/475 | Proposed Jharsuguda Bypass end | Both | II |
| 8 | 76/630 | MDR 31 | Right | II |
| 9 | 78/100 | VR (Existing Sundargarh bypass start) | Left | Unidirectional Flyover |
| 10 | 81/475 | VR | Both | Rotary |
| 11 | 83/795 | VR (Existing Sundargarh bypass end) | Left | II |
| 12 | 140/643 | VR (Existing Rajgangpur bypass start) | Right | II |
| 13 | 144/002 | VR (Existing Rajgangpur bypass end) | Right | Unidirectional Flyover |

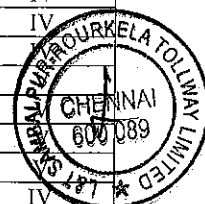
Minor Junctions

| Sl. No. | Design Chainage | Category of Road | Side w.r.t increasing Chainage | Type |
|---------|-----------------|------------------|--------------------------------|------|
| 1 | 5/022 | VR | Left | V |
| 2 | 5/144 | VR | Left | V |
| 3 | 5/318 | VR | Left | V |
| 4 | 5/462 | VR | Left | V |
| 5 | 5/582 | VR | Left | V |
| 6 | 5/664 | VR | Left | V |
| 7 | 5/972 | VR | Left | V |
| 8 | 6/208 | VR | Right | V |
| 9 | 6/361 | VR | Right | V |
| 10 | 6/628 | VR | Left | V |
| 11 | 7/133 | VR | Left | III |
| 12 | 7/999 | VR | Right | V |
| 13 | 8/092 | VR | Left | V |
| 14 | 10/356 | VR | Left | IV |
| 15 | 10/469 | VR | Left | IV |
| 16 | 11/046 | VR | Left | V |
| 17 | 11/078 | VR | Left | V |
| 18 | 11/675 | VR | Right | IV |
| 19 | 12/25 | VR | Left | V |
| 20 | 12/869 | VR | Left | V |
| 21 | 13/623 | ODR | Left | IV |
| 22 | 13/639 | VR | Right | |
| 23 | 15/071 | VR | Left | |
| 24 | 15/548 | VR | Right | |
| 25 | 15/787 | VR | Left | |
| 26 | 15/934 | VR | Left | |
| 27 | 16/017 | VR | Right | |
| 28 | 16/022 | VR | Left | |

Four-laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

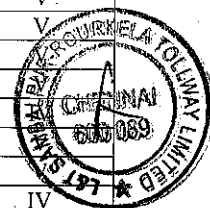
| Sl. No. | Design Chainage | Category of Road | Side w.r.t increasing Chainage | Type |
|---------|-----------------|------------------|--------------------------------|------|
| 29 | 16/055 | VR | Right | V |
| 30 | 18/158 | VR | Left | IV |
| 31 | 18/88 | VR | Left | V |
| 32 | 19/536 | VR | Right | V |
| 33 | 19/55 | VR | Left | V |
| 34 | 21/244 | VR | Right | V |
| 35 | 21/537 | VR | Right | V |
| 36 | 21/699 | VR | Right | V |
| 37 | 24/296 | VR | Right | V |
| 38 | 24/298 | VR | Left | V |
| 39 | 25/163 | VR | Right | V |
| 40 | 25/175 | VR | Left | V |
| 41 | 25/865 | VR | Left | V |
| 42 | 25/874 | VR | Right | IV |
| 43 | 26/928 | VR | Left | V |
| 44 | 26/929 | VR | Right | IV |
| 45 | 28/351 | VR | Right | V |
| 46 | 28/529 | VR | Right | IV |
| 47 | 29/594 | VR | Left | V |
| 48 | 30/967 | VR | Left | V |
| 49 | 30/978 | VR | Right | V |
| 50 | 32/098 | VR | Right | V |
| 51 | 32/543 | VR | Left | V |
| 52 | 33/145 | VR | Left | V |
| 53 | 33/704 | VR | Left | V |
| 54 | 34/065 | VR | Right | V |
| 55 | 34/072 | VR | Left | V |
| 56 | 34/657 | VR | Right | V |
| 57 | 35/431 | VR | Left | III |
| 58 | 36/562 | VR | Right | V |
| 59 | 36/576 | VR | Left | V |
| 60 | 37/253 | VR | Right | V |
| 61 | 37/9 | VR | Left | V |
| 62 | 38/8 | VR | Left | V |
| 63 | 39/37 | VR | Left | V |
| 64 | 40/74 | VR | Right | V |
| 65 | 42/196 | VR | Left | V |
| 66 | 42/63 | VR | Left | V |
| 67 | 42/767 | VR | Right | V |
| 68 | 43/231 | VR | Right | V |
| 69 | 43/806 | VR | Left | V |
| 70 | 44/343 | VR | Right | V |
| 71 | 44/596 | VR | Left | V |
| 72 | 45/301 | VR | Left | V |
| 73 | 46/068 | VR | Left | IV |
| 74 | 46/456 | VR | Left | V |
| 75 | 47/514 | VR | Left | IV |
| 76 | 47/519 | VR | Right | V |
| 77 | 48/677 | VR | Right | IV |
| 78 | 48/697 | VR | Left | IV |
| 79 | 49/84 | VR | Left | V |
| 80 | 49/847 | VR | Right | IV |
| 81 | 50/364 | VR | Left | IV |
| 82 | 50/366 | VR | Right | IV |
| 83 | 51/404 | VR | Left | IV |
| 84 | 51/41 | VR | Right | IV |
| 85 | 51/658 | VR | Right | IV |
| 86 | 51/683 | VR | Left | IV |
| 87 | 53/31 | VR | Left | IV |
| 88 | 53/315 | VR | Right | IV |
| 89 | 54/641 | VR | Left | IV |
| 90 | 54/643 | VR | Right | IV |
| 91 | 55/092 | VR | Right | IV |
| 92 | 55/114 | VR | Left | IV |
| 93 | 56/367 | VR | Left | V |

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern
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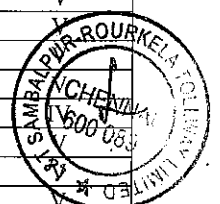
| Sl. No. | Design Chainage | Category of Road | Side w.r.t increasing Chainage | Type |
|---------|-----------------|------------------|--------------------------------|------|
| 94 | 56/369 | VR | Right | V |
| 95 | 57/103 | VR | Left | V |
| 96 | 57/132 | VR | Right | V |
| 97 | 58/627 | VR | Right | V |
| 98 | 58/636 | VR | Left | V |
| 99 | 59/019 | VR | Left | V |
| 100 | 59/023 | VR | Right | V |
| 101 | 61/312 | VR | Left | V |
| 102 | 61/932 | VR | Left | V |
| 103 | 61/942 | VR | Right | V |
| 104 | 62/754 | VR | Right | V |
| 105 | 63/152 | VR | Left | V |
| 106 | 63/152 | VR | Right | IV |
| 107 | 63/274 | VR | Right | V |
| 108 | 64/412 | VR | Right | V |
| 109 | 64/826 | VR | Right | V |
| 110 | 65/711 | VR | Left | V |
| 111 | 66/521 | VR | Left | V |
| 112 | 66/654 | VR | Left | IV |
| 113 | 66/831 | VR | Right | IV |
| 114 | 66/856 | VR | Left | IV |
| 115 | 69/22 | VR | Left | III |
| 116 | 69/468 | VR | Left | V |
| 117 | 69/676 | VR | Right | V |
| 118 | 70/552 | VR | Left | V |
| 119 | 70/739 | VR | Left | V |
| 120 | 71/249 | VR | Left | IV |
| 121 | 71/341 | VR | Left | V |
| 122 | 71/627 | VR | Right | V |
| 123 | 74/097 | VR | Right | V |
| 124 | 74/962 | VR | Left | IV |
| 125 | 75/023 | VR | Right | V |
| 126 | 75/44 | VR | Left | V |
| 127 | 75/657 | VR | Right | V |
| 128 | 76/332 | VR | Left | IV |
| 129 | 76/434 | VR | Right | V |
| 130 | 77/55 | VR | Right | IV |
| 131 | 79/66 | VR | Right | V |
| 132 | 79/662 | VR | Left | V |
| 133 | 80/82 | VR | Right | V |
| 134 | 82/087 | VR | Left | IV |
| 135 | 82/106 | VR | Right | IV |
| 136 | 83/422 | VR | Left | V |
| 137 | 83/429 | VR | Right | V |
| 138 | 84/784 | VR | Left | IV |
| 139 | 85/32 | VR | Left | IV |
| 140 | 86/86 | VR | Left | V |
| 141 | 88/251 | VR | Left | V |
| 142 | 89/188 | VR | Right | V |
| 143 | 89/577 | VR | Left | IV |
| 144 | 89/613 | VR | Right | V |
| 145 | 90/525 | VR | Right | V |
| 146 | 92/708 | VR | Left | V |
| 147 | 93/032 | VR | Left | IV |
| 148 | 94/206 | VR | Left | V |
| 149 | 96/305 | VR | Left | V |
| 150 | 96/68 | VR | Right | V |
| 151 | 97/084 | VR | Left | V |
| 152 | 97/467 | VR | Left | V |
| 153 | 98/117 | VR | Right | V |
| 154 | 98/759 | VR | Left | V |
| 155 | 99/607 | VR | Left | IV |
| 156 | 100/443 | VR | Right | IV |
| 157 | 101/375 | VR | Left | V |
| 158 | 102/38 | VR | Right | V |

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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern
Odisha, Bhubaneswar




| Sl. No. | Design Chainage | Category of Road | Side w.r.t increasing Chainage | Type |
|---------|-----------------|------------------|--------------------------------|------|
| 159 | 103/379 | VR | Right | IV |
| 160 | 103/534 | VR | Left | V |
| 161 | 105/12 | VR | Left | V |
| 162 | 105/46 | VR | Right | V |
| 163 | 105/859 | VR | Left | V |
| 164 | 105/943 | VR | Left | IV |
| 165 | 106/176 | VR | Left | IV |
| 166 | 106/191 | VR | Right | IV |
| 167 | 107/523 | VR | Right | V |
| 168 | 107/532 | VR | Left | V |
| 169 | 107/851 | VR | Right | III |
| 170 | 109/229 | VR | Left | V |
| 171 | 109/854 | VR | Right | V |
| 172 | 109/975 | VR | Right | IV |
| 173 | 110/315 | VR | Right | IV |
| 174 | 110/479 | VR | Left | IV |
| 175 | 110/746 | VR | Right | V |
| 176 | 110/758 | VR | Left | IV |
| 177 | 111/267 | VR | Right | III |
| 178 | 111/28 | VR | Left | III |
| 179 | 112/546 | VR | Right | V |
| 180 | 113/026 | VR | Right | IV |
| 181 | 113/153 | VR | Left | V |
| 182 | 113/153 | VR | Right | V |
| 183 | 114/208 | VR | Right | V |
| 184 | 115/49 | VR | Right | V |
| 185 | 116/495 | VR | Left | III |
| 186 | 116/499 | VR | Right | III |
| 187 | 117/364 | VR | Right | V |
| 188 | 118/641 | VR | Left | IV |
| 189 | 118/815 | VR | Right | IV |
| 190 | 118/816 | VR | Left | IV |
| 191 | 118/984 | VR | Left | V |
| 192 | 119/724 | VR | Right | V |
| 193 | 120/148 | VR | Left | IV |
| 194 | 121/077 | VR | Right | V |
| 195 | 121/366 | VR | Right | V |
| 196 | 121/579 | VR | Left | V |
| 197 | 121/989 | VR | Left | IV |
| 198 | 122/797 | VR | Left | V |
| 199 | 122/926 | VR | Left | IV |
| 200 | 122/94 | VR | Right | IV |
| 201 | 124/243 | VR | Right | IV |
| 202 | 124/266 | VR | Left | IV |
| 203 | 125/388 | VR | Left | IV |
| 204 | 130/413 | VR | Right | V |
| 205 | 130/974 | VR | Left | V |
| 206 | 131/593 | VR | Right | V |
| 207 | 131/895 | MDR28 | Left | IV |
| 208 | 133/063 | VR | Right | V |
| 209 | 133/452 | VR | Right | IV |
| 210 | 133/933 | VR | Left | V |
| 211 | 133/933 | VR | Right | V |
| 212 | 135/856 | VR | Left | V |
| 213 | 135/857 | VR | Right | V |
| 214 | 136/437 | VR | Left | V |
| 215 | 137/762 | VR | Left | V |
| 216 | 138/005 | VR | Right | V |
| 217 | 138/041 | VR | Left | V |
| 218 | 139/556 | VR | Left | V |
| 219 | 139/604 | VR | Left | V |
| 220 | 140/367 | VR | Right | V |
| 221 | 141/568 | VR | Right | V |
| 222 | 141/57 | VR | Left | V |
| 223 | 142/894 | VR | Right | V |

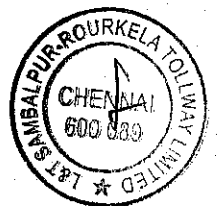
Four-Laning with paved shoulders at Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern
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| Sl. No. | Design Chainage | Category of Road | Side w.r.t increasing Chainage | Type |
|---------|-----------------|------------------|--------------------------------|------|
| 224 | 143/677 | VR | Right | IV |
| 225 | 143/686 | VR | Left | V |
| 226 | 144/408 | VR | Left | IV |
| 227 | 144/482 | VR | Right | IV |
| 228 | 145/566 | VR | Left | IV |
| 229 | 146/157 | VR | Right | V |
| 230 | 146/161 | VR | Left | V |
| 231 | 147/804 | VR | Left | V |
| 232 | 149/314 | VR | Right | V |
| 233 | 149/363 | VR | Left | V |
| 234 | 149/607 | VR | Right | V |
| 235 | 151/037 | VR | Right | IV |
| 236 | 151/207 | VR | Right | V |
| 237 | 151/485 | VR | Left | IV |
| 238 | 151/67 | VR | Left | IV |
| 239 | 152/766 | VR | Right | IV |
| 240 | 153/221 | VR | Right | IV |
| 241 | 153/662 | VR | Left | IV |
| 242 | 153/995 | VR | Left | V |
| 243 | 155/222 | VR | Left | IV |
| 244 | 157/305 | VR | Right | V |
| 245 | 157/367 | VR | Left | IV |
| 246 | 158/148 | VR | Right | IV |
| 247 | 159/566 | VR | Right | V |
| 248 | 159/567 | VR | Left | V |
| 249 | 160/09 | VR | Left | V |
| 250 | 161/284 | VR | Left | IV |
| 251 | 162/995 | VR | Right | IV |
| 252 | 164/593 | VR | Right | IV |
| 253 | 164/631 | VR | Right | IV |
| 254 | 165/281 | VR | Right | V |
| 255 | 165/351 | VR | Left | V |


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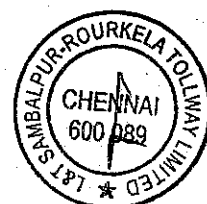
Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



Appendix BVIII: Details of Service Roads

| Sl. No. | Design Chainage | | Total Length (km) | Width | Side |
|---------|-----------------|---------|-------------------|-------|-------|
| | From | To | | | |
| 1 | 27/538 | 27/962 | 0.424 | 5.5 | Left |
| 2 | 27/538 | 27/962 | 0.424 | 5.5 | Right |
| 3 | 37/681 | 40/047 | 2.366 | 5.5 | Left |
| 4 | 37/681 | 40/047 | 2.366 | 5.5 | Right |
| 5 | 62/990 | 63/310 | 0.320 | 5.5 | Left |
| 6 | 62/990 | 63/310 | 0.320 | 5.5 | Right |
| 7 | 71/088 | 71/408 | 0.320 | 5.5 | Left |
| 8 | 71/088 | 71/408 | 0.320 | 5.5 | Right |
| 9 | 73/320 | 73/640 | 0.320 | 5.5 | Left |
| 10 | 73/320 | 73/640 | 0.320 | 5.5 | Right |
| 11 | 77/723 | 78/493 | 0.770 | 5.5 | Left |
| 12 | 81/755 | 82/430 | 0.675 | 5.5 | Left |
| 13 | 81/755 | 82/430 | 0.675 | 5.5 | Right |
| 14 | 84/345 | 85/345 | 1.000 | 5.5 | Left |
| 15 | 84/345 | 85/345 | 1.000 | 5.5 | Right |
| 16 | 89/349 | 90/533 | 1.184 | 5.5 | Left |
| 17 | 89/349 | 90/533 | 1.184 | 5.5 | Right |
| 18 | 97/784 | 98/134 | 0.350 | 5.5 | Left |
| 19 | 97/784 | 98/134 | 0.350 | 5.5 | Right |
| 20 | 102/909 | 103/259 | 0.350 | 5.5 | Left |
| 21 | 102/909 | 103/259 | 0.350 | 5.5 | Right |
| 22 | 105/934 | 106/284 | 0.350 | 5.5 | Left |
| 23 | 105/934 | 106/284 | 0.350 | 5.5 | Right |
| 24 | 109/609 | 109/980 | 0.371 | 5.5 | Left |
| 25 | 109/609 | 109/980 | 0.371 | 5.5 | Right |
| 26 | 112/409 | 112/759 | 0.350 | 5.5 | Left |
| 27 | 112/409 | 112/759 | 0.350 | 5.5 | Right |
| 28 | 135/709 | 136/059 | 0.350 | 5.5 | Left |
| 29 | 135/709 | 136/059 | 0.350 | 5.5 | Right |
| 30 | 143/482 | 144/407 | 0.925 | 5.5 | Right |
| 31 | 151/609 | 151/959 | 0.350 | 5.5 | Left |
| 32 | 151/609 | 151/959 | 0.350 | 5.5 | Right |
| 33 | 157/013 | 157/363 | 0.350 | 5.5 | Left |
| 34 | 157/013 | 157/363 | 0.350 | 5.5 | Right |
| 35 | 162/212 | 163/387 | 1.175 | 5.5 | Left |
| 36 | 162/212 | 163/387 | 1.175 | 5.5 | Right |
| 37 | 164/153 | 165/709 | 1.556 | 5.5 | Left |
| 38 | 164/153 | 165/709 | 1.556 | 5.5 | Right |


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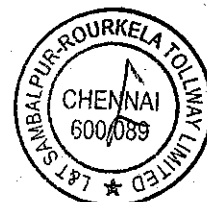
Appendix BIX: Details of Proposed Flyovers

| S. No. | Structure No. (Bridge/ Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|---------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | FLY 01 | 78+107 | - | 1x35x5.5 | New Const | 1 x 12.00 |
| 2 | FLY 02 | 144+002 | - | 1x35x5.5 | New Const | 1 x 12.00 |

Appendix BX: Details of Proposed Vehicular underpasses

| S. No. | Structure No. (Bridge/ Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|---------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | VUP01 | 27+446 | - | 1x15x5.5 | New Const | 2 x 12.00 |
| 2 | VUP02 | 39+090 | - | 1x15x5.5 | New Const | 2 x 12.00 |
| 3 | VUP 03 | 82+081 | - | 1x15x5.5 | New Const | 2 x 12.00 |
| 4 | VUP 04 | 90+031 | - | 1x15x5.5 | New Const | 2 x 12.00 |


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Appendix BXI: Details of Proposed Pedestrian, Reptile and Elephant Underpasses (PUP / RUP / EUP)

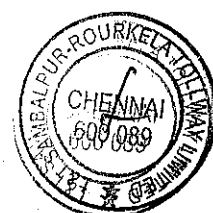
Pedestrian underpasses

| S. No. | Structure No. (Bridge/ Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|---------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | PUP 02 | 63+156 | - | 1x5x3 | New Const | 2 x 12.00 |
| 2 | PUP 03 | 71+281 | - | 1x5x3 | New Const | 2 x 12.00 |
| 3 | PUP 04 | 73+481 | - | 1x5x3 | New Const | 2 x 12.00 |
| 4 | PUP 05 | 97+931 | - | 1x5x3 | New Const | 2 x 12.00 |
| 5 | PUP 06 | 103+081 | - | 1x5x3 | New Const | 2 x 12.00 |
| 6 | PUP 07 | 106+184 | - | 1x5x3 | New Const | 2 x 12.00 |
| 7 | PUP 08 | 109+806 | - | 1x5x3 | New Const | 2 x 12.00 |
| 8 | PUP 09 | 112+581 | - | 1x5x3 | New Const | 2 x 12.00 |
| 9 | PUP 10 | 135+881 | - | 1x5x3 | New Const | 2 x 12.00 |
| 10 | PUP 11 | 151+781 | - | 1x5x3 | New Const | 2 x 12.00 |
| 11 | PUP 12 | 157+186 | - | 1x5x3 | New Const | 2 x 12.00 |

Reptile & Elephant underpasses

| S. No. | Structure No. (Bridge/ Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|---------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | RUP01 | 26+000 | - | 1x3x3 | New Const | 27.00 |
| 2 | RUP02 | 46+970 | - | 1x3x3 | New Const | 27.00 |
| 3 | RUP03 | 57+150 | - | 1x3x3 | New Const | 27.00 |
| 4 | RUP04 | 60+750 | - | 1 x 1.2(HPC) | New Const | 27.00 |
| 5 | EUP | 93+646 | - | 1x10x6 | New Const | 27.00 |
| 6 | RUP05 | 107+172 | - | 1x3x3 | New Const | 27.00 |

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Appendix BXII: Major bridges to be provided, reconstructed, widened and rehabilitated

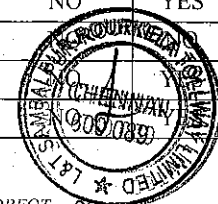
A. Construction of New Major Bridges

| Sl. No. | Type of Structure | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|-------------------|-----------------|---------------------------------|---------------------|--|---------------------------------|---|-------------------------------|---------------------|---------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Proposed Deck width |
| 1 | MJBR | 41/253 | 12.75 + 6x36.08 + 12.75 | | End spans RCC T-Girder and intermediate spans string arch superstructure. Substructure RCC circular column on pile foundation. | 12.75 + 6x36.08 + 12.75 | RCC solid slab for 12.75m span and PSC T-Girder for 36.08m span | RCC wall type pier / abutment | Pile Foundation | 14.00 with FP |
| 2 | MJBR | 65/253 | 26.85 + 3x47.2 + 26.85 | 0 | End spans RCC T-Girder and Intermediate Spans are PSC Box Girder. Substructure RCC wall type on well foundation. | 26.85 + 3x47.2 + 26.85 | PSC T-Girder for 26.85m span and PSC Box Girder for 47.2m span | RCC wall type pier / abutment | Pile Foundation | 14.00 with FP |
| 3 | MJBR | 115/347 | 4x17.625 | 0 | Superstructure RCC Box Girder. Substructure RCC wall type on well foundation. | 4x17.625 | RCC T-Girder | RCC wall type pier / abutment | Open Foundation | 14.00 with FP |
| 4 | MJBR | 142/661 | 4x15.15 | 0 | RCC T-Girder Substructure RCC wall type on Open foundation. | 2x30.3 | PSC T-Girder | RCC wall type pier / abutment | Open Foundation | 14.00 with FP |
| 5 | MJBR | 152/520 | 2x16.2 + 5x17 | 0 | RCC T-Girder. Substructure RCC wall type on well foundation. | 1x33.2+1x51+1x33.2 | PSC T-Girder for 33.2m span and PSC Box Girder for 51m span | RCC wall type pier / abutment | Pile Foundation | 14.00 with FP |
| 6 | MJBR | 163/600 | 4x15.25 | 0 | RCC T-Girder. Substructure RCC wall type on Open foundation. | 2x30.5 | PSC T-Girder | RCC wall type pier / abutment | Open Foundation | 14.00 with FP |

B. Rehabilitation/Repair/widening of existing Major bridges

| SL. No. | Structure No. | Type of Repair & Rehabilitation Work | | | | | | | | |
|---------|---------------|--------------------------------------|--------------------|-------------------|-------------------------|---------------------|-----------------------------|-------------------|-----------------------|--------------|
| | | Bearing Replacement | Profile Correction | New Crash Barrier | Changing Drainage Spout | New Expansion Joint | Superstructure Repair works | New Approach Slab | Floor/ Bed Protection | Shot-creting |
| 1 | 42/2 | NO | YES | YES | YES | NO | NO | NO | NO | NO |
| 2 | 67/2 | NO | YES | YES | YES | YES | YES | YES | NO | YES |
| 3 | 118/1 | NO | YES | YES | YES | YES | NO | YES | | |
| 4 | 145/1 | NO | YES | YES | NO | YES | YES | NO | | |
| 5 | 155/1 | NO | YES | YES | YES | YES | YES | NO | | |

Chief Engineer,
Four-Lane Dual Carriageway with Barbed shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT
Bhubaneswar



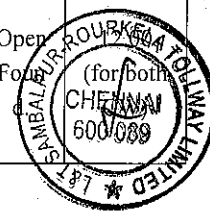
| | | | | | | | | | | |
|---|-------|----|-----|----|----|-----|-----|----|----|----|
| 6 | 166/2 | NO | YES | NO | NO | YES | YES | NO | NO | NO |
|---|-------|----|-----|----|----|-----|-----|----|----|----|

Appendix BXIII: Minor bridges to be provided, reconstructed, widened and rehabilitated

A. Construction of New Minor Bridges

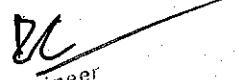
| Sl. No. | Type of Struc. | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|----------------|-----------------|---------------------------------|---------------------|---|---------------------------------|--|------------------------|---------------------|------------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Deck width |
| 1 | MNBR | 5+473 | 1x7.50 | 0 | Box Type | 1x7.50 | RCC Box | RCC Box | RCC Box | 24.00 (after widening) |
| 2 | MNBR | 7+047 | 1x7.70 | 0 | Cantilever Solid Slab | 1x7.70 | RCC Box | RCC Box | RCC Box | 23.00 (after widening) |
| 3 | MNBR | 10+670 | 2x8.55 | 0 | Solid Slab | 1X17.1 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 4 | MNBR | 11+526 | 4x7.1 | 0 | Solid Slab | 4x7.1 | RCC Box on new CW | RCC Box | RCC Box | 12.00 (for new CW) |
| 5 | MNBR | 16+029 | 3x6.56 | 0 | LHS Solid Slab and RHS Arch | 1X20 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 6 | MNBR | 20+944 | 1x7.2 | 0 | Solid Slab | 1x7.20 | RCC Box | RCC Box | RCC Box | 24.00 (after widening) |
| 7 | MNBR | 23+002 | 3x13.3 | 0 | RCC Deck Slab over 5 nos RCC T-Girder (4 nos Cross Girders) | 3x13.30 | RCC Slab Bridge as for Bypass on both CW | RCC Pier / Abutment | Open Found. | 12.00 (for both CW) |
| 8 | MNBR | 28+901 | 7x8.55 | 0 | RCC Deck Slab over Steel Plate Girder | 1x17.1 +1x25.65+1x17.1 | RCC/PS C Girder Bridge on both CW | RCC Pier / Abutment | Open Found. | 12.00 (for both CW) |

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| Sl. No. | Type of Struc. | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|----------------|-----------------|---------------------------------|---------------------|---|---------------------------------|---|------------------------|---------------------|------------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Deck width |
| 9 | MNBR | 31+822 | 2x7.7 | 0 | RCC Deck Slab over 3 nos RCC T-Girder (Both side widened with solid slab) | 1X15.4 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Foundation | 12.00 (for new CW) |
| 10 | MNBR | 34+293 | 2x5.2 | 0 | Solid Slab | 1X10.4 | RCC Slab Bridge on new CW | RCC Abutment | Open Foundation | 12.00 (for new CW) |
| 11 | MNBR | 37+329 | 1x6.2 | 0 | Solid Slab | 1x6.1 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 12 | MNBR | 42+211 | 1x6.9 | 0 | Solid Slab | 1x6.9 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 13 | MNBR | 50+721 | 3x13.3 | 0 | RCC Deck Slab over 4 nos RCC T-Girder(4 nos Cross Girders) | 3X13.30 | RCC Girder Bridge on new CW | RCC Pier / Abutment | Open Foundation | 12.00 (for new CW) |
| 14 | MNBR | 56+720 | 2x7.1 | 0 | Cantilever Solid Slab | 1x14.20 | RCC Slab Bridge for Bypass on both CW | RCC Abutment | Open Foundation | 12.00 (for both CW) |
| 15 | MNBR | 58+264 | 3x6.9 | 0 | Cantilever Solid Slab | 1x21 | RCC T-Girder Bridge for Bypass on both CW | RCC Abutment | Open Foundation | 12.00 (for both CW) |




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| Sl. No. | Type of Struc. | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|----------------|-----------------|---------------------------------|---------------------|-----------------------|---------------------------------|---|------------------------|---------------------|------------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Deck width |
| 16 | MNBR | 59+661 | 3x7 | 0 | Solid Slab | 1x21 | RCC T-Girder Bridge for Bypass on both CW | RCC Abutment | Open Foundation | 12.00 (for both CW) |
| 17 | MNBR | 63+922 | 2x6.9 | 0 | Cantilever Solid Slab | 1X13.8 | RCC Slab Bridge on new CW | RCC Abutment | Open Foundation | 12.00 (for new CW) |
| 18 | MNBR | 72+410 | 1x8.3 | 0 | Cantilever Solid Slab | 1x8.3 | RCC Slab Bridge on new CW | RCC Abutment | Open Foundation | 12.00 (for new CW) |
| 19 | MNBR | 77+388 | 3x6.45 | 0 | Cantilever Solid Slab | 1X19.35 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Foundation | 12.00 (for new CW) |
| 20 | MNBR | 77+827 | 2x5.85 | 0 | Cantilever Solid Slab | 1X11.70 | RCC Slab Bridge Reconstruction | RCC Abutment | Open Foundation | 33.85 (for new CW) |
| 21 | MNBR | 84+011 | 5x7.15 | 0 | Solid Slab | 1X21.45+1X14.4 | RCC T-Girder Bridge on new CW | RCC Pier / Abutment | Open Foundation | 12.00 (for new CW) |
| 22 | MNBR | 88+716 | 1x7.5 | 0 | Solid Slab | 1X7.5 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 23 | MNBR | 89+017 | 2x3.75 | 0 | Solid Slab | 1X7.5 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 24 | MNBR | 96+018 | 1x9.25 | 0 | Solid Slab | 1X11.70 | RCC Slab Bridge on new CW | RCC Abutment | Open Foundation | |

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| Sl. No. | Type of Struc. | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|----------------|-----------------|---------------------------------|---------------------|--|---------------------------------|------------------------------------|------------------------|---------------------|------------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Deck width |
| 25 | MNBR | 99+184 | 4x6.95 | 0 | Solid Slab | 2X13.9 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 26 | MNBR | 100+451 | 5x6.95 | 0 | Solid Slab | 1X13.9 +1X20.85 | RCC T-Girder Bridge Reconstruction | RCC Pier / Abutment | Open Found. | 12.00 (for both CW) |
| 27 | MNBR | 104+030 | 2x5.25 | 0 | Cantilever Solid Slab | 1X10.5 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 28 | MNBR | 106+612 | 3x7.5 | 0 | Cantilever Solid Slab | 1X22.5 | New RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 29 | MNBR | 116+795 | 1x8 | 0 | RCC Box | 1x8 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 30 | MNBR | 118+106 | 3x6.45 | 0 | Cantilever Solid Slab | 1X19.35 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 31 | MNBR | 120+323 | 2x11.2+1.0 | 0 | RCC Deck Slab over 4 nos RCC T-Girder(4 nos Cross Girders) | 3X11 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 32 | MNBR | 132+826 | 3x11 | 0 | RCC Deck Slab over 4 nos RCC T-Girder(4 nos Cross Girders) | 3X11 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |

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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBOT pattern



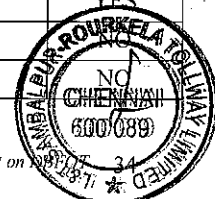
| Sl. No. | Type of Struc. | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|----------------|-----------------|---------------------------------|---------------------|-----------------------|---------------------------------|-------------------------------|------------------------|---------------------|------------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Deck width |
| 33 | MNBR | 133+740 | 1x8 | 0 | RCC Box | 1x8 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 34 | MNBR | 136+870 | 1x8 | 0 | Cantilever Solid Slab | 1x8 | RCC Box | RCC Box | RCC Box | 28.47 (after widening) |
| 35 | MNBR | 140+272 | 3x6.45 | 0 | Cantilever Solid Slab | 1X19.35 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 36 | MNBR | 142+226 | 1x7.2 | 0 | Solid Slab | 1x7.2 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 37 | MNBR | 143+086 | 1x7 | 0 | Solid Slab | 1x7.0 | RCC Box | RCC Box | RCC Box | 24.00 (after widening) |
| 38 | MNBR | 152+150 | 1x7.2 | 0 | Solid Slab | 1x7.2 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 39 | MNBR | 156+557 | 2x8.4 | 0 | Solid Slab | 1X16.8 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |

B. Rehabilitation/ Repair and Widening of Existing Minor Bridges

| Sl. no | Structure number of Minor Bridge | Type of Repair & Rehabilitation Work | | | | | | | |
|--------|----------------------------------|--------------------------------------|--------------------|-------------------|-------------------------|----------------|-----------------------------|-------------------|-----------------------|
| | | Bearing Replacement | Profile Correction | New Crash Barrier | Changing Drainage spout | New Exp. Joint | Superstructure Repair works | New Approach Slab | Floor/ Bed Protection |
| 1 | 6/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 2 | 8/1 | NO | YES | YES | YES | NO | NO | NO | YES |
| 3 | 11/1 | NO | YES | YES | YES | NO | NO | YES | NO |
| 4 | 12/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 5 | 17/1 | NO | YES | YES | YES | NO | NO | YES | NO |
| 6 | 22/1 | NO | YES | YES | YES | NO | NO | NO | YES |
| 7 | 23/2 | NO | NO | NO | NO | NO | NO | NO | NO |
| 8 | 30/2 | NO | NO | NO | NO | NO | NO | NO | NO |

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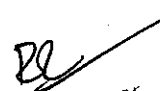
Low-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on BOT pattern



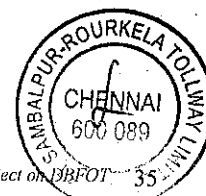
| Sl. no | Structure number of Minor Bridge | Type of Repair & Rehabilitation Work | | | | | | | |
|--------|----------------------------------|--------------------------------------|--------------------|-------------------|-------------------------|----------------|-----------------------------|-------------------|-----------------------|
| | | Bearing Replacement | Profile Correction | New Crash Barrier | Changing Drainage spout | New Exp. Joint | Superstructure Repair works | New Approach Slab | Floor/ Bed Protection |
| 9 | 33/1 | NO | YES | YES | YES | NO | NO | YES | YES |
| 10 | 35/2 | NO | YES | YES | YES | YES | YES | YES | NO |
| 11 | 38/3 | NO | YES | YES | YES | NO | NO | NO | YES |
| 12 | 43/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 13 | 52/1 | NO | YES | YES | YES | YES | NO | YES | NO |
| 14 | 58/1 | NO | NO | NO | NO | NO | NO | NO | NO |
| 15 | 60/1 | NO | NO | NO | NO | NO | NO | NO | NO |
| 16 | 62/5 | NO | NO | NO | NO | NO | NO | NO | NO |
| 17 | 66/3 | NO | YES | YES | YES | NO | NO | NO | NO |
| 18 | 75/1 | NO | YES | YES | YES | NO | NO | NO | YES |
| 19 | 80/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 20 | 80/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 21 | 86/4 | NO | YES | YES | YES | YES | NO | NO | NO |
| 22 | 91/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 23 | 91/3 | NO | YES | YES | YES | NO | NO | NO | YES |
| 24 | 98/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 25 | 101/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 26 | 103/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 27 | 106/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 28 | 109/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 29 | 119/2 | NO | YES | YES | YES | NO | NO | YES | NO |
| 30 | 120/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 31 | 122/3 | NO | YES | YES | YES | NO | NO | NO | NO |
| 32 | 135/1 | NO | YES | YES | YES | YES | NO | NO | NO |
| 33 | 136/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 34 | 139/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 35 | 142/1 | NO | YES | YES | YES | NO | NO | YES | NO |
| 36 | 144/4 | NO | YES | YES | YES | NO | NO | YES | NO |
| 37 | 145/2 | NO | YES | YES | YES | NO | NO | YES | YES |
| 38 | 154/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 39 | 159/2 | NO | YES | YES | YES | NO | NO | NO | NO |

C. Rehabilitation/ Repair and Widening of Existing ROB

| Sl. no | Structure number of ROB | Type of Repair & Rehabilitation Work | | | | | | | |
|--------|-------------------------|--------------------------------------|--------------------|-------------------|-------------------------|----------------|-----------------------------|-------------------|-----------------------|
| | | Bearing Replacement | Profile Correction | New Crash Barrier | Changing Drainage spout | New Exp. Joint | Superstructure Repair works | New Approach Slab | Floor/ Bed Protection |
| 1 | 50/4 (ROB) | NO | NO | NO | NO | NO | NO | NO | NO |


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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

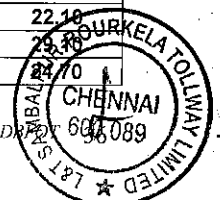


A. Slab / Pipe Culvert

Widening of Slab Culverts

| Sl. No. | Span arrangement (No x Span/ dia of pipes in m) | Proposed Chainage | Proposed Structure No. (Bridge/ culvert) | Skew Angle (Deg) | Proposal | Existing width | Required width for four laning | Required widening |
|---------|---|-------------------|--|------------------|----------|----------------|--------------------------------|-------------------|
| 1 | 1x1.5 | 6+318.165 | 7/1 | 0 | Widening | 13.60 | 26.00 | 12.40 |
| 2 | 1x1.5 | 7+217.682 | 8/2 | 0 | Widening | 12.00 | 26.00 | 14.00 |
| 3 | 1x1.55 | 8+186.055 | 9/2 | 0 | Widening | 11.20 | 26.00 | 14.80 |
| 4 | 1x1 | 9+096.236 | 10/2 | 0 | Widening | 13.70 | 26.00 | 12.30 |
| 5 | 1x0.75 | 11+004.291 | 12/1 | 0 | Widening | 12.10 | 41.20 | 29.10 |
| 6 | 1x3.12 | 14+425.000 | 15/5 | 0 | Widening | 11.55 | 26.00 | 14.45 |
| 7 | 1x1.8 | 16+878.087 | 17/5 | 18 | Widening | 12.05 | 26.00 | 13.95 |
| 8 | 1x1.9 | 17+044.817 | 18/1 | 0 | Widening | 12.05 | 26.00 | 13.95 |
| 9 | 1x1.8 | 17+181.788 | 18/3 | 0 | Widening | 12.00 | 26.00 | 14.00 |
| 10 | 1x3.2 | 17+210.685 | 18/4 | 0 | Widening | 12.00 | 26.00 | 14.00 |
| 11 | 1x1.2 | 17+680.647 | 18/6 | 0 | Widening | 12.00 | 26.00 | 14.00 |
| 12 | 1x1.53 | 18+229.143 | 19/1 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 13 | 1x1.5 | 18+386.393 | 19/3 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 14 | 1x1.57 | 18+636.121 | 19/5 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 15 | 1x3 | 19+378.357 | 20/1 | 0 | Widening | 12.00 | 20.00 | 8.00 |
| 16 | 1x1.5 | 20+028.324 | 21/1 | 0 | Widening | 11.95 | 26.00 | 14.05 |
| 17 | 1x1.53 | 20+266.072 | 21/2 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 18 | 1x2 | 20+709.427 | 21/3 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 19 | 1x1.53 | 21+295.355 | 22/1 | 0 | Widening | 12.00 | 24.00 | 12.00 |
| 20 | 1x3 | 22+380.805 | 23/1 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 21 | 1x0.9 | 24+082.906 | 25/1 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 22 | 1x0.613 | 25+565.446 | 26/1 | 0 | Widening | 11.80 | 24.00 | 12.20 |
| 23 | 1x0.63 | 26+036.316 | 27/2 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 24 | 1x1.45 | 26+503.104 | 27/3 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 25 | 1x3 | 28+725.176 | 29/2 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 26 | 1x3 | 30+610.176 | 31/1 | 0 | Widening | 11.80 | 49.50 | 37.70 |
| 27 | 1x1.5 | 32+185.416 | 33/1 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 28 | 1x2.5 | 32+980.149 | 33/6 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 29 | 1x3 | 34+443.330 | 35/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 30 | 1x3 | 34+712.984 | 35/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 31 | 1x1.5 | 35+872.692 | 36/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 32 | 1x1.5 | 36+729.008 | 37/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 33 | 1x3 | 37+166.787 | 38/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 34 | 1x0.9 | 37+457.976 | 38/3 | | Widening | 13.00 | 26.00 | 13.00 |
| 35 | 1x3.1 | 38+270.633 | 39/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 36 | 1x6 | 38+995.772 | 39/2 | 0 | Widening | 11.90 | 40.00 | 28.10 |
| 37 | 1x5 | 40+332.960 | 41/1 | 35.56 | Widening | 11.90 | 26.00 | 14.10 |
| 38 | 1x6 | 43+545.014 | 44/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 39 | 1x4.6 | 43+916.287 | 44/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 40 | 1x3 | 44+399.816 | 45/2 | 7.9 | Widening | 11.90 | 26.50 | 14.60 |
| 41 | 1x1.5 | 45+247.573 | 46/1 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 42 | 1x2 | 46+269.502 | 47/1 | 0 | Widening | 11.90 | 30.50 | 18.60 |
| 43 | 1x3 | 47+855.509 | 48/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 44 | 1x3 | 48+540.684 | 49/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 45 | 1x3 | 48+753.254 | 49/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 46 | 1x3 | 49+282.488 | 50/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 47 | 1x3 | 49+656.259 | 50/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 48 | 1x3 | 50+080.915 | 51/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 49 | 1x3 | 51+264.205 | 52/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 50 | 1x3 | 51+701.747 | 52/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 51 | 1x2.7 | 61+654.433 | 62/1 | 0 | Widening | 11.90 | 26.50 | 14.60 |
| 52 | 1x1.25 | 61+921.660 | 62/2 | 0 | Widening | 11.90 | 20.00 | 8.10 |
| 53 | 1x1.5 | 62+141.961 | 63/1 | 0 | Widening | 11.90 | 25.20 | 13.30 |
| 54 | 1x3 | 62+343.421 | 63/2 | 0 | Widening | 11.90 | 46.00 | 34.10 |
| 55 | 1x0.9 | 62+675.057 | 63/3 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 56 | 1x1.2 | 62+938.586 | 63/4 | 0 | Widening | 11.90 | 34.00 | 22.10 |
| 57 | 1x0.6 | 63+165.036 | 64/1 | 0 | Widening | 11.90 | 41.00 | 29.10 |
| 58 | 1x1.5 | 63+344.717 | 64/2 | 0 | Widening | 11.90 | 36.60 | 24.70 |

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Construction with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT basis.

| Sl. No. | Span arrangement (No x Span/ dia of pipes in m) | Proposed Chainage | Proposed Structure No. (Bridge/ culvert) | Skew Angle (Deg) | Proposal | Existing width | Required width for four laning | Required widening |
|---------|---|-------------------|--|------------------|----------|----------------|--------------------------------|-------------------|
| 59 | 1x1.5 | 63+481.795 | 64/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 60 | 1x1.5 | 63+739.239 | 64/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 61 | 1x1.4 | 64+096.250 | 65/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 62 | 1x1.4 | 64+301.225 | 65/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 63 | 1x1.8 | 64+572.220 | 65/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 64 | 1x3 | 66+018.905 | 67/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 65 | 1x3 | 66+410.322 | 67/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 66 | 1x2.5 | 66+948.381 | 67/3 | 0 | Widening | 11.90 | 29.00 | 17.10 |
| 67 | 1x3 | 67+090.326 | 68/1 | 0 | Widening | 11.90 | 27.30 | 15.40 |
| 68 | 1x1.5 | 67+717.981 | 68/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 69 | 1x1.5 | 67+855.237 | 68/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 70 | 1x2.5 | 67+998.290 | 68/5 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 71 | 1x1.5 | 68+558.073 | 69/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 72 | 1x1.9 | 68+830.602 | 69/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 73 | 1x4.8 | 68+878.648 | 69/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 74 | 1x2 | 68+987.271 | 69/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 75 | 1.5 0.9 | 69+056.039 | 70/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 76 | 1x2.6 | 69+609.969 | 70/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 77 | 1x2.5 | 69+837.338 | 70/3 | 0 | Widening | 11.90 | 39.00 | 27.10 |
| 78 | 1x1.5 | 71+045.095 | 72/1 | 0 | Widening | 11.90 | 35.00 | 23.10 |
| 79 | 1x0.85 | 71+123.781 | 72/2 | 0 | Widening | 11.90 | 41.20 | 29.30 |
| 80 | 1x0.6 | 71+217.158 | 72/3 | 0 | Widening | 11.90 | 41.20 | 29.30 |
| 81 | 1x0.9 | 71+458.496 | 72/4 | 0 | Widening | 11.90 | 34.50 | 22.60 |
| 82 | 1x4 | 71+955.728 | 72/5 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 83 | 1x1.2 | 72+635.502 | 73/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 84 | 1x2.5 | 73+123.004 | 74/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 85 | 1x2.5 | 74+013.447 | 75/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 86 | 1x1.9 | 74+329.438 | 75/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 87 | 1x1 | 75+207.399 | 76/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 88 | 1x3.5 | 75+372.326 | 76/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 89 | 1x1.4 | 75+449.576 | 76/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 90 | 1x1 | 75+783.142 | 76/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 91 | 1x1.5 | 76+072.509 | 77/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 92 | 1x2.5 | 75+837.801 | 76/5 | 0 | Widening | 11.90 | 28.50 | 16.60 |
| 93 | 1x1 | 76+568.577 | 77/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 94 | 1x0.6 | 76+792.268 | 77/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 95 | 1x2 | 78+302.129 | 79/1 | 0 | Widening | 11.90 | 34.00 | 22.10 |
| 96 | 1x3 | 78+814.654 | 79/2 | 0 | Widening | 11.90 | 27.00 | 15.10 |
| 97 | 1x2 | 79+586.901 | 80/1 | 0 | Widening | 11.90 | 35.50 | 23.60 |
| 98 | 1x2 | 80+392.873 | 81/2 | 0 | Widening | 11.90 | 30.40 | 18.50 |
| 99 | 1x2 | 80+515.207 | 81/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 100 | 1x3 | 81+030.159 | 82/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 101 | 1x3 | 81+212.236 | 82/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 102 | 1x3 | 82+557.476 | 83/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 103 | 1x3 | 83+109.075 | 84/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 104 | 1x3 | 83+354.820 | 84/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 105 | 1x3 | 83+466.936 | 84/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 106 | 1x3 | 83+723.578 | 84/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 107 | 1x3 | 84+578.157 | 85/2 | 0 | Widening | 11.90 | 35.00 | 23.10 |
| 108 | 1x1.5 | 85+034.172 | 86/1 | 0 | Widening | 11.90 | 35.00 | 23.10 |
| 109 | 1x1.5 | 85+392.748 | 86/2 | 0 | Widening | 11.90 | 32.00 | 20.10 |
| 110 | 1x3 | 85+992.428 | 86/3 | 0 | Widening | 11.90 | 26.50 | 14.60 |
| 111 | 1x1.4 | 86+348.429 | 87/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 112 | 1x1.8 | 86+570.729 | 87/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 113 | 1x3 | 86+759.592 | 87/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 114 | 1x1 | 87+292.462 | 88/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 115 | 1x1.5 | 87+660.713 | 88/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 116 | 1x1 | 88+931.288 | 89/2 | 0 | Widening | 11.90 | 15.00 | 3.10 |
| 117 | 1x1.3 | 89+213.335 | 90/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 118 | 1x3 | 89+465.828 | 90/3 | 0 | Widening | 11.90 | 38.50 | 26.60 |
| 119 | 1x1.8 | 89+700.978 | 90/4 | 0 | Widening | 11.90 | 38.50 | 26.60 |
| 120 | 1x1 | 90+301.391 | 91/1 | 0 | Widening | 11.90 | 37.50 | 24.60 |
| 121 | 1x1.45 | 90+580.242 | 91/2 | 0 | Widening | 11.90 | 33.00 | 21.10 |
| 122 | 1x2 | 90+773.096 | 91/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |

Chief
DPI
Odisha
Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project



| Sl. No. | Span arrangement (No x Span/ dia of pipes in m) | Proposed Chainage | Proposed Structure No. (Bridge/ culvert) | Skew Angle (Deg) | Proposal | Existing width | Required width for four laning | Required widening |
|---------|---|-------------------|--|------------------|----------|----------------|--------------------------------|-------------------|
| 123 | 1x1.8 | 90+949.413 | 91/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 124 | 1x1.8 | 91+281.745 | 92/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 125 | 1x1.2 | 91+475.906 | 92/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 126 | 1x1.5 | 91+693.737 | 92/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 127 | 1x0.9 | 91+842.806 | 92/5 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 128 | 1x0.9 | 92+328.079 | 93/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 129 | 1x3 | 92+422.465 | 93/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 130 | 1x3 | 92+738.864 | 93/5 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 131 | 1x3 | 92+862.395 | 93/6 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 132 | 1x1 | 93+158.234 | 94/1 | 0 | Widening | 11.90 | 33.00 | 21.10 |
| 133 | 1x1 | 93+295.998 | 94/2 | 0 | Widening | 11.90 | 27.26 | 15.36 |
| 134 | 1x1.4 | 93+946.191 | 94/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 135 | 1x3 | 94+082.440 | 95/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 136 | 1x3 | 94+985.664 | 95/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 137 | 1x3 | 95+440.554 | 96/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 138 | 1x1.5 | 96+441.000 | 97/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 139 | 1x0.9 | 96+648.620 | 97/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 140 | 1x3 | 97+168.569 | 98/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 141 | 1x1.2 | 97+849.855 | 98/2 | 0 | Widening | 11.90 | 40.50 | 28.60 |
| 142 | 1x1.2 | 99+543.790 | 100/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 143 | 1x1.5 | 100+531.609 | 101/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 144 | 1x3 | 101+305.044 | 102/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 145 | 1x1.6 | 101+878.047 | 102/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 146 | 1x3 | 102+050.946 | 103/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 147 | 1x1.5 | 102+850.068 | 103/2 | 0 | Widening | 11.90 | 41.00 | 29.10 |
| 148 | 1x1.5 | 105+187.342 | 106/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 149 | 1x0.9 | 105+733.086 | 106/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 150 | 1x1 | 106+122.754 | 107/1 | 0 | Widening | 12.00 | 41.00 | 29.00 |
| 151 | 1x3 | 108+261.485 | 109/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 152 | 1x2.4 | 108+784.799 | 109/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 153 | 1x1 | 109+681.754 | 110/2 | 0 | Widening | 11.90 | 41.00 | 29.10 |
| 154 | 1x4.5 | 110+041.765 | 111/1 | 0 | Widening | 11.90 | 31.00 | 19.10 |
| 155 | 1x2 | 110+231.089 | 111/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 156 | 1x2.4 | 110+650.911 | 111/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 157 | 1x2.5 | 110+916.408 | 111/5 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 158 | 1x4.5 | 111+010.224 | 112/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 159 | 1x1.9 | 111+770.848 | 112/3 | 0 | Widening | 11.90 | 27.00 | 15.10 |
| 160 | 1x3 | 111+962.034 | 112/4 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 161 | 1x1.5 | 112+492.681 | 113/2 | 0 | Widening | 11.90 | 38.00 | 26.10 |
| 162 | 1x2 | 112+785.972 | 113/3 | 0 | Widening | 11.90 | 35.00 | 23.10 |
| 163 | 1x2 | 113+068.005 | 114/1 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 164 | 1x2.5 | 113+314.339 | 114/2 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 165 | 1x1.5 | 114+667.810 | 115/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 166 | 1x3 | 114+882.892 | 115/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 167 | 2x0.9 | 116+362.348 | 117/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 168 | 1x1 | 117+104.122 | 118/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 169 | 1x3 | 117+481.536 | 118/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 170 | 1x5 | 120+039.158 | 121/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 171 | 1x3.5 | 120+630.042 | 121/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 172 | 1x0.6 | 138+839.282 | 139/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 173 | 1x1.2 | 140+734.693 | 141/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 174 | 1x1.5 | 141+274.188 | 142/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 175 | 1x1 | 141+537.544 | 142/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 176 | 1x4 | 141+560.164 | 142/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 177 | 1x3.1 | 141+888.643 | 142/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 178 | 1x5 | 143+446.648 | 144/2 | 0 | Widening | 11.90 | 30.00 | 18.10 |
| 179 | 1x1.2 | 144+765.873 | 145/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 180 | 1x1.2 | 144+884.355 | 145/2 | 0 | Widening | 11.90 | 23.00 | 11.10 |
| 181 | 1x4.5 | 144+997.234 | 145/3 | 0 | Widening | 11.90 | 23.00 | 11.10 |
| 182 | 1x1.2 | 146+641.307 | 147/1 | 0 | Widening | 11.90 | 23.00 | 11.10 |
| 183 | 1x1.8 | 147+305.824 | 148/1 | 0 | Widening | 11.90 | 23.00 | 11.10 |
| 184 | 1x1.2 | 148+529.203 | 149/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 185 | 1x1.5 | 148+710.800 | 149/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 186 | 1x1.2 | 149+584.955 | 150/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 187 | 1x1.2 | 149+685.769 | 150/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |

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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on Design-Build pattern



| Sl. No. | Span arrangement (No x Span/ dia of pipes in m) | Proposed Chainage | Proposed Structure No. (Bridge/ culvert) | Skew Angle (Deg) | Proposal | Existing width | Required width for four laning | Required widening |
|---------|---|-------------------|--|------------------|----------|----------------|--------------------------------|-------------------|
| 188 | 1x1 | 150+116.712 | 151/1 | 0 | Widening | 11.90 | 64.00 | 52.10 |
| 189 | 1x1 | 150+984.737 | 151/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 190 | 1x0.9 | 152+619.936 | 153/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 191 | 1x5.85 | 153+121.662 | 154/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 192 | 1x1.5 | 153+443.813 | 154/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 193 | 1x1.5 | 153+686.995 | 154/3 | 0 | Widening | 11.90 | 33.50 | 21.60 |
| 194 | 1x1.5 | 153+887.081 | 154/4 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 195 | 1x1 | 153+975.886 | 154/5 | 40.5 | Widening | 11.90 | 24.00 | 12.10 |
| 196 | 1x1 | 154+013.144 | 155/1 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 197 | 1x1 | 154+352.364 | 155/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 198 | 1x1 | 154+434.413 | 155/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 199 | 0.9 | 154+695.672 | 155/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 200 | 1x1 | 154+766.281 | 155/5 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 201 | 1x1.2 | 155+674.585 | 156/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 202 | 1x1.5 | 155+875.868 | 156/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 203 | 1x0.9 | 157+665.258 | 158/1 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 204 | 1x1 | 158+062.341 | 159/1 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 205 | 1x0.9 | 158+502.291 | 159/2 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 206 | 1x1.2 | 161+427.747 | 162/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 207 | 1x1 | 162+977.990 | 163/1 | 0 | Widening | 11.90 | 34.00 | 22.10 |
| 208 | 1x1.2 | 163+420.868 | 164/1 | 0 | Widening | 11.90 | 34.00 | 22.10 |
| 209 | 1x1.2 | 165+363.369 | 166/1 | 0 | Widening | 11.90 | 34.00 | 22.10 |

Note: All the existing slab culverts are proposed to be widened by box culverts

DE
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Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project pattern

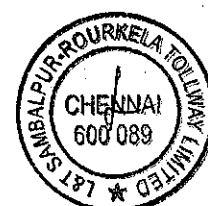


Widening of Hume Pipe Culverts

| Sl No | Structure Description | Span arrangement (No x Span/dia of pipes in m) | Proposed Chainage | Proposed Structure No. (Bridge/culvert) | Skew Angle (Deg) | Proposal | Existing width | Required width for four laning | Required widening |
|-------|-----------------------|--|-------------------|---|------------------|----------|----------------|--------------------------------|-------------------|
| 1 | HPC | 1x900+1x1000 | 7+530.050 | 8/3 | 0 | Widening | 13.60 | 26.00 | 12.40 |
| 2 | HPC | 1x900 | 8+033.196 | 9/1 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 3 | HPC | 1x1000 | 9+045.214 | 10/1 | 0 | Widening | 11.95 | 26.00 | 14.05 |
| 4 | HPC | 1x900 | 9+118.959 | 10/3 | 0 | Widening | 11.95 | 26.00 | 14.05 |
| 5 | HPC | 1x900 | 9+451.664 | 10/4 | 0 | Widening | 13.70 | 26.00 | 12.30 |
| 6 | HPC | 4x900 | 13+545.542 | 14/2 | 0 | Widening | 13.00 | 26.00 | 13.00 |
| 7 | HPC | 1x900 | 13+659.643 | 14/3 | 0 | Widening | 12.95 | 52.00 | 39.05 |
| 8 | HPC | 4x900 | 14+120.805 | 15/1 | 0 | Widening | 11.50 | 26.00 | 14.50 |
| 9 | HPC | 1x900 | 14+322.216 | 15/2 | 0 | Widening | 12.40 | 26.00 | 13.60 |
| 10 | HPC | 1x900 | 15+237.913 | 16/2 | 0 | Widening | 12.60 | 26.00 | 13.40 |
| 11 | HPC | 1x900 | 15+674.534 | 16/4 | 0 | Widening | 12.75 | 26.00 | 13.25 |
| 12 | HPC | 1x900 | 15+706.606 | 16/5 | 0 | Widening | 12.40 | 26.00 | 13.60 |
| 13 | HPC | 1x900 | 16+439.757 | 17/2 | 0 | Widening | 12.40 | 26.00 | 13.60 |
| 14 | HPC | 1x900 | 16+700.000 | 17/4 | 0 | Widening | 12.40 | 26.00 | 13.60 |
| 15 | HPC | 1x900 | 17+466.503 | 18/5 | 0 | Widening | 12.00 | 26.00 | 14.00 |
| 16 | HPC | 1x900 | 18+572.777 | 19/4 | 0 | Widening | 12.00 | 26.00 | 14.00 |
| 17 | HPC | 2x900 | 27+209.033 | 28/1 | 0 | Widening | 11.95 | 26.00 | 14.05 |
| 18 | HPC | 1x900 | 31+107.312 | 32/1 | 0 | Widening | 11.80 | 26.00 | 14.20 |
| 19 | HPC | 2x900 | 44+295.937 | 45/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 20 | HPC | 2x900 | 48+823.227 | 49/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 21 | HPC | 1x900 | 79+886.916 | 80/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 22 | HPC | 1x900 | 80+086.346 | 81/1 | 0 | Widening | 12.90 | 53.70 | 40.80 |
| 23 | HPC | 1x900 | 80+653.417 | 81/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 24 | HPC | 1x900 | 81+995.469 | 82/3 | 0 | Widening | 11.90 | 41.00 | 29.10 |
| 25 | HPC | 2x1200 | 98+554.310 | 99/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 26 | HPC | 2x1200 | 99+793.644 | 100/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 27 | HPC | 1x900 | 103+729.135 | 104/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 28 | HPC | 1x900 | 109+301.075 | 110/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 29 | HPC | 1x1200 | 112+116.563 | 113/1 | 0 | Widening | 11.90 | 24.00 | 12.10 |
| 30 | HPC | 1x900 | 113+984.857 | 114/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 31 | HPC | 1x1000 | 114+338.507 | 115/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 32 | HPC | 2x1000 | 115+181.263 | 116/1 | 0 | Widening | 11.90 | 35.50 | 23.60 |
| 33 | HPC | 1x900 | 123+306.831 | 124/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 34 | HPC | 1x900 | 124+450.995 | 125/1 | 0 | Widening | 11.90 | 31.00 | 19.10 |
| 35 | HPC | 2x1200 | 125+049.889 | 126/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 36 | HPC | 2x1200 | 125+288.525 | 126/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 37 | HPC | 2x900 | 125+644.459 | 126/3 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 38 | HPC | 4x1200 | 125+682.835 | 126/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 39 | HPC | 1x1200 | 126+659.028 | 127/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 40 | HPC | 1x1000 | 130+318.989 | 131/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 41 | HPC | 1x900 | 130+791.542 | 131/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 42 | HPC | 2x1000 | 131+479.124 | 132/1 | 0 | Widening | 11.90 | 31.00 | 19.10 |
| 43 | HPC | 2x1000 | 131+882.368 | 132/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 44 | HPC | 1x1000 | 133+268.939 | 134/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 45 | HPC | 1x1200 | 151+401.925 | 152/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 46 | HPC | 6x1000 | 156+053.616 | 157/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 47 | HPC | 1x900 | 156+405.197 | 157/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 48 | HPC | 1x1000 | 159+178.864 | 160/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 49 | HPC | 1x1200 | 165+483.502 | 166/2 | 0 | Widening | 11.90 | 34.00 | 22.10 |

Note: All the existing pipe culverts are proposed to be widened by pipe culverts of same diameter

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Odisha Bhubaneswar



Reconstruction of Pipe Culverts

| Sl No | Structure Description | Span arrangement (No x Span/dia of pipes in m) | Proposed Chainage | Proposed Structure No. (Bridge/ culvert) | Skew Angle (Deg) | Proposal | Existing width | Required width for four laning | Required widening |
|-------|-----------------------|--|-------------------|--|------------------|----------------|----------------|--------------------------------|-------------------|
| 1 | HPC | 1x1200 | 5+562.798 | 6/2 | 0 | Reconstruction | 11.00 | 26.00 | 26.00 |
| 2 | HPC | 1x1200 | 8+618.824 | 9/3 | 0 | Reconstruction | 12.00 | 26.00 | 26.00 |
| 3 | HPC | 1x1200 | 12+437.519 | 13/1 | 0 | Reconstruction | 21.40 | 26.00 | 26.00 |
| 4 | HPC | 1x1200 | 12+507.695 | 13/2 | 0 | Reconstruction | 15.45 | 35.35 | 35.35 |
| 5 | HPC | 1x1200 | 12+607.572 | 13/3 | 0 | Reconstruction | 15.15 | 26.00 | 26.00 |
| 6 | HPC | 1x1200 | 12+677.802 | 13/4 | 0 | Reconstruction | 11.90 | 29.60 | 29.60 |
| 7 | HPC | 1x1200 | 12+844.662 | 13/5 | 0 | Reconstruction | 12.00 | 26.00 | 26.00 |
| 8 | HPC | 1x1200 | 13+048.977 | 14/1 | 0 | Reconstruction | 13.00 | 26.00 | 26.00 |
| 9 | HPC | 2x 1200 | 13+882.616 | 14/4 | 0 | Reconstruction | 15.20 | 37.86 | 37.86 |
| 10 | HPC | 1x1200 | 14+357.351 | 15/3 | 0 | Reconstruction | 12.00 | 26.00 | 26.00 |
| 11 | HPC | 1x1200 | 14+387.387 | 15/4 | 0 | Reconstruction | 12.00 | 26.00 | 26.00 |
| 12 | HPC | 1x1200 | 15+027.337 | 16/1 | 0 | Reconstruction | 12.00 | 26.00 | 26.00 |
| 13 | HPC | 1x1200 | 15+294.197 | 16/3 | 0 | Reconstruction | 13.00 | 26.00 | 26.00 |
| 14 | HPC | 1x1200 | 16+585.480 | 17/3 | 0 | Reconstruction | 12.10 | 26.00 | 26.00 |
| 15 | HPC | 1x1200 | 17+141.346 | 18/2 | 0 | Reconstruction | 12.00 | 26.00 | 26.00 |
| 16 | HPC | 1x1200 | 28+253.640 | 29/1 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 17 | HPC | 1x1200 | 29+280.639 | 30/1 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 18 | HPC | 1x1200 | 29+426.510 | 30/2 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 19 | HPC | 1x1200 | 30+845.591 | 31/2 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 20 | HPC | 1x1200 | 30+993.271 | 31/3 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 21 | HPC | 1x1200 | 32+399.261 | 33/2 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 22 | HPC | 1x1200 | 32+594.680 | 33/3 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 23 | HPC | 1x1200 | 32+649.744 | 33/4 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 24 | HPC | 1x1200 | 32+743.112 | 33/5 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 25 | HPC | 1x1200 | 33+312.480 | 34/1 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 26 | HPC | 1x1200 | 33+469.615 | 34/2 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 27 | HPC | 1x1200 | 33+822.287 | 34/3 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 28 | HPC | 1x1200 | 35+178.941 | 36/1 | 0 | Reconstruction | 11.80 | 26.00 | 26.00 |
| 29 | HPC | 1x1200 | 41+681.756 | 42/2 | 0 | Reconstruction | 12.00 | 31.50 | 31.50 |
| 30 | HPC | 1x1200 | 82+646.463 | 83/2 | 0 | ReConstruction | 11.90 | 26.00 | 26.00 |
| 31 | HPC | 1x1200 | 110+528.937 | 111/3 | 0 | ReConstruction | 11.90 | 26.00 | 26.00 |
| 32 | HPC | 1x1200 | 111+420.382 | 112/2 | 0 | ReConstruction | 11.90 | 24.00 | 24.00 |
| 33 | HPC | 1x1200 | 116+117.061 | 117/1 | 0 | ReConstruction | 11.90 | 26.00 | 26.00 |
| 34 | HPC | 1x1200 | 116+979.160 | 117/4 | 0 | ReConstruction | 11.90 | 26.00 | 26.00 |
| 35 | HPC | 1x1200 | 119+092.982 | 120/1 | 0 | ReConstruction | 11.90 | 26.00 | 26.00 |
| 36 | HPC | 1x1200 | 119+591.059 | 120/2 | 0 | ReConstruction | 11.90 | 26.00 | 26.00 |
| 37 | HPC | 1x1200 | 139+364.323 | 140/1 | 0 | ReConstruction | 11.00 | 26.00 | 26.00 |
| 38 | HPC | 1x1200 | 143+970.532 | 144/3 | 0 | ReConstruction | 11.90 | 33.00 | 33.00 |
| 39 | HPC | 2x1200 | 145+777.255 | 146/1 | 0 | ReConstruction | 11.90 | 23.00 | 23.00 |

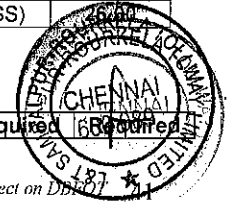
New construction of Pipe Culverts

| Sl No | Structure Description | Span arrangement (No x Span/dia of pipes in m) | Proposed Chainage | Proposed Structure No. (Bridge/ culvert) | Skew Angle (Deg) | Proposal | Required widening |
|-------|-----------------------|--|-------------------|--|------------------|-------------------|-------------------|
| 1 | HPC | 1x1200 | 23+584.499 | 24/4 | 0 | New Const(BYPASS) | 26.00 |
| 2 | HPC | 1x1200 | 54+245.608 | 55/1 | 0 | New Const(BYPASS) | 26.00 |
| 3 | HPC | 1x1200 | 55+395.608 | 56/1 | 0 | New Const(BYPASS) | 26.00 |
| 4 | HPC | 1x1200 | 59+239.236 | 60/1 | 0 | New Const(BYPASS) | 26.00 |
| 5 | HPC | 1x1200 | 59+514.442 | 60/3 | 0 | New Const(BYPASS) | 26.00 |
| 6 | HPC | 4x1200 | 128+356.842 | 129/1 | 0 | New Const(BYPASS) | 26.00 |
| 7 | HPC | 1x1200 | 128+456.757 | 129/2 | 0 | New Const(BYPASS) | 26.00 |
| 8 | HPC | 1x1200 | 128+932.606 | 129/3 | 0 | New Const(BYPASS) | 26.00 |
| 9 | HPC | 1x1200 | 129+353.849 | 130/1 | 0 | New Const(BYPASS) | 26.00 |
| 10 | HPC | 4x1200 | 129+696.346 | 130/2 | 0 | New Const(BYPASS) | 26.00 |

Box Culverts

| Sl No | Structure | Span | Proposed | Proposed | Skew | Proposal | Existing | Required |
|-------|-----------|------|----------|----------|------|----------|----------|----------|
|-------|-----------|------|----------|----------|------|----------|----------|----------|

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on Design-Build pattern



| No | Description | arrangement (No x Span/dia of pipes in m) | Chainage | Structure No. (Bridge/ culvert) | Angle (Deg) | | width | width for four laning | widening |
|----|-------------|--|-------------|--|----------------|----------|-------|-----------------------------|----------|
| 1 | Box Cul | 1x4.5 | 52+067.164 | 53/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 2 | Box Cul | 1x4.8 | 67+450.385 | 68/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 3 | Box Cul | 1x3.00 | 91+102.345 | 92/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 4 | Box Cul | 1x3.00 | 92+177.654 | 93/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 5 | Box Cul | 1x4.50 | 92+552.288 | 93/4 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 6 | Box Cul | 1x4.6 | 94+406.750 | 95/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 7 | Box Cul | 1x5.90 | 98+280.935 | 99/1 | 0 | Widening | 11.90 | 26.00 | 14.10 |
| 8 | Box Cul | 1x4.5 | 150+743.480 | 151/2 | 0 | Widening | 11.90 | 26.00 | 14.10 |

Note: All the existing box culverts are proposed to be widened by box culverts

Proposed New Culverts

| Sl No | Structure Description | Span arrangement (No x Span/dia of pipes in m) | Proposed Chainage | Proposed Structure No. (Bridge/ culvert) | Skew Angle (Deg) | Proposal | Required width |
|----------|--------------------------|--|----------------------|--|------------------------|--------------------|-------------------|
| 1 | Box Cul | 1x1.52 | 23+192.203 | 24/2 | 0 | New Const (BYPASS) | 26.00 |
| 2 | Box Cul | 1x1.5 | 23+388.650 | 24/3 | 0 | New Const (BYPASS) | 26.00 |
| 3 | Box Cul | 1x1.3 | 23+895.540 | 24/5 | 0 | New Const (BYPASS) | 26.00 |
| 4 | Box Cul | 1x1.20 | 40+956.937 | 41/2 | 0 | New Const | 26.00 |
| 5 | Box Cul | 1x0.9 | 52+395.608 | 53/2 | 0 | New Const (BYPASS) | 26.00 |
| 6 | Box Cul | 1x3 | 52+995.608 | 53/3 | 0 | New Const (BYPASS) | 26.00 |
| 7 | Box Cul | 1x5.8 | 54+745.608 | 55/2 | 0 | New Const (BYPASS) | 26.00 |
| 8 | Box Cul | 1x5.8 | 56+295.636 | 57/1 | 0 | New Const (BYPASS) | 26.00 |
| 9 | Box Cul | 1x1.5 | 58+575.003 | 59/2 | 0 | New Const (BYPASS) | 26.00 |
| 10 | Box Cul | 1x1.5 | 58+833.732 | 59/3 | 0 | New Const (BYPASS) | 26.00 |
| 11 | Box Cul | 1x1.5 | 58+959.350 | 59/4 | 0 | New Const (BYPASS) | 26.00 |
| 12 | Box Cul | 1x1.5 | 59+389.442 | 60/2 | 0 | New Const (BYPASS) | 26.00 |
| 13 | Box Cul | 1x4.6 | 60+464.442 | 61/1 | 0 | New Const (BYPASS) | 26.00 |

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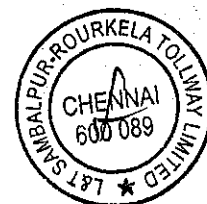
Appendix BXV

Details of Proposed ROB / RUB & FLY OVERS

| Sl. No. | Structure No. (Bridge/Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|---------|--------------------------------|-------------------|---|---|--------------------------------|--------------------------------|
| 1 | ROB 01 | 18+270 | 2x6.98x6.5 | 1x13x6.5 | New Const for new carriageway | 1x14.00 |
| 2 | ROB 02 | 27+450 | - | 1x20x6.5 | New Const for both carriageway | 2x14.00 |
| 3 | ROB 03 | 49+517 | 1x22.1x6.5 | 1x22.1x6.5 | New Const for new carriageway | 1x14.00 |
| 4 | ROB 04 | 53+898 | - | 2x20+1x30 | New Const for both carriageway | 2x14.00 |

Note: Configuration of ROB's may get changed as per requirements of Railway.

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SCHEDULE – C
(See Clause 2.1)

PROJECT FACILITIES

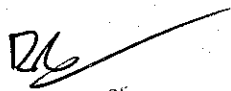
1 Project Facilities

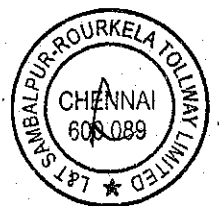
The Concessionaire shall construct the Project Facilities in accordance with the provisions of this Agreement. Such Project Facilities shall include:

- (a) toll plazas;
- (b) roadside furniture; (c) street lighting;
- (d) pedestrian facilities;
- (e) landscaping and tree plantation;
- (f) rest areas;
- (g) truck laybys;
- (h) bus bays and bus shelters;
- (i) cattle crossings;
- (j) development of site for wayside amenities
- (k) traffic aid posts;
- (l) medical aid posts;
- (m) vehicle rescue posts; and
- (n) telecom system;

2 Project Facilities for Four-Laning

Project Facilities forming part of Four-Laning with paved shoulders and to be completed on or before the Project Completion Date has been described in **Annex-I of this Schedule-C.**


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Annex - I
(Schedule-C)

Project Facilities

The Concessionaire shall construct the Project Facilities described in this Annex-I to form part of the Four-Lane Project Highway. The Project Facilities shall include:

- (a) toll plazas;
- (b) roadside furniture;
- (c) street lighting
- (d) pedestrian facilities;
- (e) landscaping and tree plantation;
- (f) truck laybys;
- (g) bus bays and bus shelters;
- (h) pedestrian, reptile and elephant crossings;
- (i) traffic aid posts;
- (j) medical aid posts;
- (k) vehicle rescue posts;
- (l) telecom system; and
- (m) Highway Traffic Management Systems (HTMS)

2 Description of Project Facilities

Each of the Project Facilities is briefly described below:

(a) Toll Plazas

The proposed design chainage of Toll Plazas is Km 17/025, Km 71/853 and Km 150/075. Toll Plazas would be provided in accordance with Manual of Specifications and Standards.

(b) Roadside Furniture

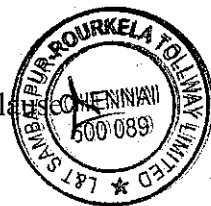
Roadside furniture shall be provided in accordance with Section-9 of the Manual of Specifications and Standards for Four-Laning of Highways (IRC:SP:84-2009).

(c) Street Lighting

Street lighting and lighting system shall be provided in accordance with Clause 12.3 of Section-12 of the Manual of Specifications and Standards.

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H & R
Odisha, Bhubaneswar

(d) Pedestrian Facilities



Pedestrian crossing facilities shall be provided in accordance with Clause 12.2 of Section-12 of the Manual of Specifications and Standards.

(e) Landscaping and Tree Plantation

Highway landscaping and tree plantation shall be provided in accordance with Section-11 of the Manual of Specifications and Standards.

(f) Truck Laybys

Eight (8) truck laybys shall be provided at the locations stated below conforming to Clause 12.4 of Section-12 of Manual of Specifications and Standards.

| Sl. no. | Chainage | Side |
|---------|----------|------|
| 1 | 13/500 | LHS |
| 2 | 13/525 | RHS |
| 3 | 69/900 | LHS |
| 4 | 69/925 | RHS |
| 5 | 96/875 | LHS |
| 6 | 96/875 | RHS |
| 7 | 128/025 | LHS |
| 8 | 128/025 | RHS |

(g) Bus Bays and Bus Shelters

Bus bays and Bus Shelters shall be provided at the following locations conforming to Clause 12.5 of Manual of Specifications and Standards.

| S. No. | Chainage | Side | Type |
|--------|----------|------|---------|
| 1 | 8265 | LHS | Bus bay |
| 2 | 8440 | RHS | Bus bay |
| 3 | 9675 | LHS | Bus bay |
| 4 | 9850 | RHS | Bus bay |
| 5 | 12491 | RHS | Bus bay |
| 6 | 12750 | LHS | Bus bay |
| 7 | 46225 | LHS | Bus bay |
| 8 | 46638 | RHS | Bus bay |
| 9 | 66649 | RHS | Bus bay |
| 10 | 67024 | LHS | Bus bay |
| 11 | 76219 | LHS | Bus bay |
| 12 | 77024 | RHS | Bus bay |
| 13 | 93199 | LHS | Bus bay |
| 14 | 93374 | RHS | Bus bay |
| 15 | 121819 | RHS | Bus bay |
| 16 | 122159 | LHS | Bus bay |
| 17 | 124374 | RHS | Bus bay |
| 18 | 124639 | LHS | Bus bay |
| 19 | 131419 | RHS | Bus bay |
| 20 | 132084 | LHS | Bus bay |
| 21 | 136599 | LHS | Bus bay |
| 22 | 136774 | RHS | Bus bay |
| 23 | 153523 | LHS | Bus bay |

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| S. No. | Chainage | Side | Type |
|--------|----------|------|---------|
| 24 | 153698 | RHS | Bus bay |
| 25 | 158828 | LHS | Bus bay |
| 26 | 159003 | RHS | Bus bay |

(h) Details of Proposed Vehicular, Pedestrian, Reptile and Elephant Crossings

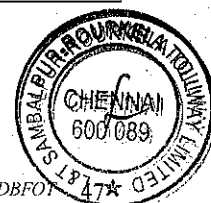
Vehicular & Pedestrian underpasses

| S. No. | Structure No. (Bridge/Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|--------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | VUP 01 | 27+446 | - | 1x15x5.5 | New Const | 28.00 |
| 2 | VUP 02 | 39+090 | - | 1x15x5.5 | New Const | 24.20 |
| 3 | PUP 02 | 63+156 | - | 1x5x3 | New Const | 27.00 |
| 4 | PUP 03 | 71+281 | - | 1x5x3 | New Const | 26.00 |
| 5 | PUP 04 | 73+481 | - | 1x5x3 | New Const | 27.00 |
| 6 | VUP 03 | 82+081 | - | 1x15x5.5 | New Const | 27.00 |
| 7 | VUP 04 | 90+031 | - | 1x15x5.5 | New Const | 27.00 |
| 8 | PUP 05 | 97+931 | - | 1x5x3 | New Const | 27.00 |
| 9 | PUP 06 | 103+081 | - | 1x5x3 | New Const | 27.00 |
| 10 | PUP 07 | 106+184 | - | 1x5x3 | New Const | 27.00 |
| 11 | PUP 08 | 109+806 | - | 1x5x3 | New Const | 27.00 |
| 12 | PUP 09 | 112+581 | - | 1x5x3 | New Const | 24.00 |
| 13 | PUP 10 | 135+881 | - | 1x5x3 | New Const | 27.00 |
| 14 | PUP 11 | 151+781 | - | 1x5x3 | New Const | 27.00 |
| 15 | PUP 12 | 157+186 | - | 1x5x3 | New Const | 27.00 |

Reptile & Elephant underpasses

| S. No. | Structure No. (Bridge/Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|--------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | RUP01 | 26+000 | - | 1x3x3 | New Const | 27.00 |
| 2 | RUP02 | 46+970 | - | 1x3x3 | New Const | 27.00 |
| 3 | RUP03 | 57+150 | - | 1x3x3 | New Const | 27.00 |
| 4 | RUP04 | 60+750 | - | 1 x 1.2(HPC) | New Const | 27.00 |
| 5 | EUP | 93+646 | - | 1x10x6 | New Const | 27.00 |
| 6 | RUP05 | 107+172 | - | 1x3x3 | New Const | 27.00 |

(i) Traffic Aid Posts
 Chief Engineer
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 Odisha, Bhubaneswar



Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Traffic Aid Posts shall be provided at the Toll Plazas in accordance with Clause 12.8 of Manual of Specifications and Standards.

(j) Medical Aid Posts

Medical aid posts shall be provided at the Toll Plazas in accordance with Clause 12.9 of Manual of Specifications and Standards.

(k) Vehicle Rescue Posts

Vehicle rescue posts shall be provided at the Toll Plazas in accordance with Clause 12.10 of Manual of Specifications and Standards.

(l) Telecom System

Telecom posts shall be provided at the Toll Plaza locations for convenience of the users of the Project Highway, with necessary equipments.

(m) Highway Traffic Management Systems (HTMS)

Highway Traffic Management Systems (HTMS) shall be provided in accordance with Clause 12.12 of Manual of Specifications and Standards.

Note: In case of any discrepancy in numbers or location of any of the project facilities mentioned in this Annex-I, the Independent Engineer shall finalize the number/ location of these facilities as per site requirement.

RA
Chief Engineer
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SCHEDULE - D

SPECIFICATIONS AND STANDARDS

1. Four-Laning

The Concessionaire shall comply with the Specifications and Standards set forth in Annex-I of this Schedule-D for construction of the Four-Lane Project Highway.

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Odisha Bhubaneswar



Annex - I
(Schedule-D)

Specifications and Standards for Four-Laning

1. Manual of Specifications and Standards to apply

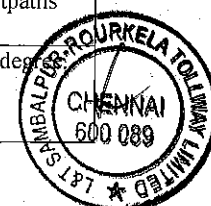
Subject to the provisions of Paragraph 2 of this Annex-I, Four-Laning with paved shoulders of the Project Highway shall conform to **Manual of Specifications and Standards for Four-Laning of Highways through Public Private Partnership** (IRC:SP:84-2009) published by the Indian Roads Congress.

2. Deviations from the Manual

Notwithstanding anything to the contrary contained in the aforesaid Manual, the following specific provisions shall apply to the Four-lane Project Highway and, for purpose of this Agreement, the aforesaid manual shall be deemed to be amended to the extent set forth below.

| Sl. No. | Clause referred in Manual | Detail of Item | Modified Provision |
|---------|--------------------------------|--|--|
| 1 | 2.1 (ii) (a) | 6 lane divided carriageway with service roads in built up areas | Four-lane divided carriageway with/ without service roads has been proposed, based on RoW availability. |
| 2 | 2.2.1, Table 2.1 | Design Speed | Minimum design speed is restricted to 40 to 50 km/hr in certain built-up areas and industrial stretches only. |
| 3 | 2.5.4 | Median Transition | A transition of 1 in 15 has been provided |
| 4 | 2.5.6 | Antiglare measures | Antiglare measures have not been proposed. This shall be taken care of by median plantation. |
| 5 | 2.6.1, Table 2.3 and Table 2.4 | Width of shoulders | Hard shoulder width is 2.0 m in rural stretches. Paved shoulder width varies from 1.5m to 2.5m. |
| 6 | 2.7.2, Table 2.5 | Roadway Width | No extra width of pavement has been proposed in curves having radius 300m and less. |
| 7 | 2.9.3 | Superelevation | Maximum superelevation in plain/rolling terrain is 7 percent. |
| 8 | 2.9.4 | Radii of Horizontal Curves | Minimum radii of curves correspond to design speed of 40 to 50 km/hr. |
| 9 | 2.10.2 | Vertical clearance at underpasses | Vertical clearance at elephant underpass is 6m. |
| 10 | 2.12.2.3 | Entry and exit ramps between the main highway and service roads | The service roads shall be connected to the main carriageway by a taper merge at both entry and exit. |
| 11 | 2.13.2 | Vehicular Underpass/Overpass at intersection of project highway with NH/SH | At-grade intersections have been proposed at the junction with NH/SH. |
| 12 | 2.14.3 | Additional 3.5 m wide shelter lane at median openings | Additional 3.5 m wide shelter lane has not been provided at median openings where width of median is 1.5m. |
| 13 | 7.15.1 | Height of RE Wall | More than 6.0m high RE wall has been proposed in the approach portion of Underpasses, Flyover and ROB. |
| 14 | 7.3 Fig 7.2, 7.4 A | Width of bridge at deck level is 12.0m including one side footpaths. | 14.0 m width for major bridge in one side footpaths and 12.0 m width for minor bridge without footpaths has been proposed. |
| 15 | 7.18.2 | Skew angle for ROB is restricted to 45 degree. | Skew angle of ROB-2 at Ch 27+451 is 45.355 deg. |

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SCHEDULE -E
(See Clause 4.1.3)

APPLICABLE PERMITS

1 Applicable Permits

1.1 The Concessionaire shall obtain, as required under the Applicable Laws, the following Applicable Permits on or before the Appointed Date, save and except to the extent of a waiver granted by the Government in accordance with Clause 4.1.3 of the Agreement:

- (a) Permission of the State Government for extraction of boulders from quarry;
- (b) Permission of Village Panchayat and Pollution Control Board for installation of crushers;
- (c) Licence for use of explosives;
- (d) Permission of the State Government for drawing water from river/reservoir;
- (e) Licence 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 Asphalt Plant;
- (h) Permission of Village Panchayat and State Government for borrow earth;
- (i) Permission of State Government for cutting of trees; and
- (j) 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 Government as a Condition Precedent.

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SCHEDULE -F
(See Clause 9.1)

PERFORMANCE SECURITY

The Secretary,
Odisha Works Department
State Secretariat
Bhubaneswar-751001,
Odisha, INDIA

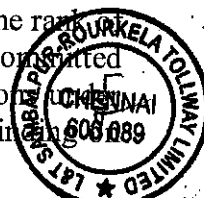
WHEREAS:

- (A) L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED (the "Concessionaire") and the Governor of the state of Odisha represented by the Secretary, Odisha Works Department, Government of Odisha (the "Government") have entered into a Concession Agreement dated 8th November 2013 (the "Agreement") whereby the Government has agreed to the Concessionaire undertaking Four-Laning with paved shoulders of the Sambalpur - Rourkela section of State Highway No. 10 on design, build, finance, operate and transfer ("DBFOT") basis, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Concessionaire to furnish a Performance Security to the Government in a sum of Rs. 64.63 Crores (Rupees Sixty Four Crores and Sixty Three Lakhs only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).
- (C) We, through our Branch at (the "**Bank**") have agreed to furnish this Bank 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 Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Government, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Guarantee Amount as the Government shall claim, without the Government 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 Government, under the hand of an Officer not below the rank Deputy Secretary to the Government, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations and in accordance with the Agreement shall be conclusive, final and binding.

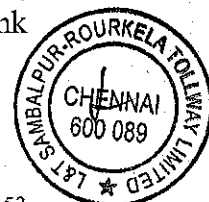
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DPI & Roads
Odisha Bhubaneswar



the Bank. The Bank further agrees that the Government shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Government and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Government shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire 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 Government to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. The Government 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, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Government against the Concessionaire, 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 Government, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Government of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Government 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 Government in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire 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 until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Government on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Government under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

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Odisha Bhubaneswar



8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 20% (twenty per cent) of the Total Project Cost which is deemed to be Rs 258.51 Crores (Two Hundred Fifty Eight Crores and Fifty One Lakhs only for the purposes of this Guarantee, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Government shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Government 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 Government 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 a period of one year and six months from the date hereof or until it is released earlier by the Government 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:

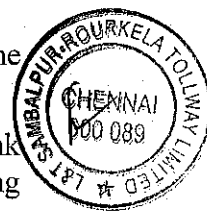
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

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.

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SCHEDULE -G
(See Clause 12.1)

PROJECT COMPLETION SCHEDULE

1 Project Completion Schedule

During Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule-G for each of the Project Milestones and the Scheduled Four-Laning Date (the "**Project Completion Schedule**"). Within 15 (fifteen) days of the date of each Project Milestone, the Concessionaire shall notify the Government of such compliance alongwith necessary particulars thereof.

2 Project Milestone-I

- 2.1 Project Milestone-I shall occur on the date falling on the 180th (one hundred and eighty) from the Appointed Date (the "**Project Milestone-I**").
- 2.2 Prior to the occurrence of Project Milestone-I, the Concessionaire shall have commenced construction of the Project Highway and expended not less than 15% (fifteen per cent) of the total capital cost set forth in the Financial Package.

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 Concessionaire shall have commenced construction of all bridges and expended not less than 30% (thirty per cent) of the total capital cost set forth in the Financial Package.

4 Project Milestone-III

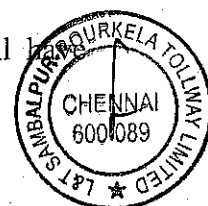
- 4.1 Project Milestone-III shall occur on the date falling on the 730th (seven hundred and thirty) day from the Appointed Date (the "**Project Milestone-III**").
- 4.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 70% (seventy per cent) of the total capital cost set forth in the Financial Package.

5 Scheduled Four-Laning Date

- 5.1 The Scheduled Four-Laning Date shall occur on the 1095th (One Thousand and Ninety Fifth) day from the Appointed Date.


5.2 On or before the Scheduled Four-Laning Date, the Concessionaire shall have completed Four-Laning in accordance with this Agreement.

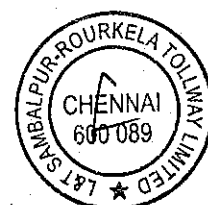
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DPI & Roads
Odisha, Bhubaneswar



6 Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Four-Laning 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.


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SCHEDULE -H
(See Clause 12.3)

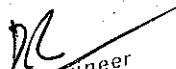
DRAWINGS

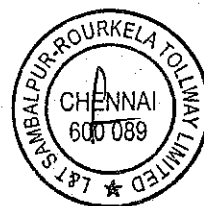
1 Drawings

In compliance of the obligations set forth in Clause 12.3 of this Agreement, the Concessionaire shall furnish to the Independent Engineer, free of cost, all Drawings listed in Annex-I of this Schedule-H.

2 Additional drawings

- 2.1 If the Independent 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 Concessionaire to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Concessionaire shall promptly prepare and furnish such drawings to the Independent Engineer, as if such drawings formed part of Annex-I of this Schedule-H.


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Annex - I
(Schedule-H)

List of Drawings

Note: The Government shall describe in this Annex-I, all the Drawings that the Concessionaire is required to furnish under Clause 12.3. .


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SCHEDULE -I
(See Clause 14.1.2)

TESTS

1 Schedule for Tests

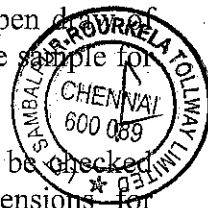
- 1.1 The Concessionaire shall, no later than 30 (thirty) days prior to the likely completion of Four-Laning with paved shoulders, notify the Independent Engineer and the Government of its intent to subject the Project Highway to Tests, and no later than 7 (seven) days prior to the actual date of Tests, furnish to the Independent Engineer and the Government detailed inventory and particulars of all works and equipment forming part of Four-Laning with paved shoulders.
- 1.2 The Concessionaire shall notify the Independent Engineer of its readiness to subject the Project Highway to Tests at any time after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Independent Engineer shall, in consultation with the Concessionaire, determine the date and time for each Test and notify the same to the Government who may designate its representative to witness the Tests. The Independent Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 14 and this Schedule-I.

2 Tests

- 2.1 Visual and physical Test: The Independent Engineer shall conduct a visual and physical check of Four-Laning with paved shoulders to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.
- 2.2 Test drive: The Independent Engineer shall undertake a test drive of the Project Highway by a Car and by a fully loaded Truck to determine that the quality of service conforms to the provisions of the Agreement.
- 2.3 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 1,800 (one thousand and eight hundred) mm for each kilometre.
- 2.4 Pavement Composition Test: The thickness and composition of the pavement structure shall be checked on a sample basis by digging pits to determine conformity of such pavement structure with Specifications and Standards. The sample shall consist of one pit in each direction of travel to be chosen at random in each stretch of 5 (five) kilometres of the Project Highway. The first pit for the sample shall be selected by the Independent Engineer through an open draw of lots and every fifth kilometre from such first pit shall form part of the sample for this pavement quality Test.

2.5 Cross-section Test: The cross-sections of the Project Highway shall be checked on a sample basis through physical measurement of their dimensions for

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determining the conformity thereof with Specifications and Standards. For the road portion, the sample shall consist of one spot to be selected at random in each stretch of 1 (one) kilometre of the Project Highway. The first spot for the sample shall be selected by the Independent Engineer through an open draw of lots and the spots located at every one kilometre from such first spot shall form part of the sample. For the bridge portion, one spot shall be selected at random by the Independent Engineer in each span of the bridge.

- 2.6 Structural Test for bridges: All major and minor bridges constructed by the Concessionaire 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 Independent Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.
- 2.7 Other Tests: The Independent Engineer may require the Concessionaire 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.
- 2.8 Environmental audit: The Independent Engineer shall carry out a check to determine conformity of the Project Highway with the environmental requirements set forth in Applicable Laws and Applicable Permits.
- 2.9 Safety review: Safety audit of the Project Highway shall have been undertaken by the Safety Consultant as set forth in Schedule-L, and on the basis of such audit, the Independent Engineer shall determine conformity of the Project Highway with the provisions of this Agreement.

3 Agency for conducting Tests

All Tests set forth in this Schedule-I shall be conducted by the Independent Engineer or such other agency or person as it may specify in consultation with the Government.

4 Completion/Provisional Certificate

Upon successful completion of Tests, the Independent Engineer shall issue the Completion Certificate or the Provisional Certificate, as the case may be, in accordance with the provisions of Article 14.

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DPI & Roads
Odisha Bhubaneswar



SCHEDULE -J
(See Clause 14.2 & 14.3)

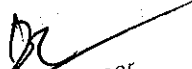
COMPLETION CERTIFICATE

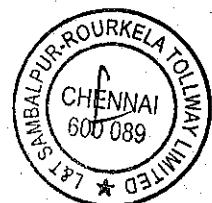
- 1 I, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated (the "**Agreement**"), for Four-Laning with paved shoulders of the Sambalpur - Rourkela section (km 4/900 to km 167/900) of State Highway No. 10 (the "**Project Highway**") on design, build, finance, operate and transfer (DBFOT) basis, through (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-I 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 commercial service of the Users thereof.

- 2 It is certified that, in terms of the aforesaid Agreement, all works forming part of Four-Laning with paved shoulders have been completed, and the Project Highway is hereby declared fit for entry into commercial operation on this the day of 20.....

SIGNED, SEALED AND DELIVERED
For and on behalf of
INDEPENDENT ENGINEER by:

(Signature)
(Name)
(Designation)
(Address)


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



PROVISIONAL CERTIFICATE

- 1 I, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated (the "**Agreement**"), for Four-Laning with paved shoulders of the Sambalpur - Rourkela section (km 4/900 to km 167/900) of State Highway No. 10 (the "**Project Highway**") on design, build, finance, operate and transfer (DBFOT) basis through (Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been undertaken to determine compliance of the Project Highway with the provisions of the Agreement.
- 2 Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. Some of the incomplete works have been delayed as a result of reasons attributable to the Government or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire, I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project Highway, pending completion thereof.
- 3 In view of the foregoing, I am satisfied that the Project Highway can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project Highway is hereby provisionally declared fit for entry into commercial operation on this the day of 20.....

ACCEPTED, SIGNED, SEALED
AND DELIVERED

For and on behalf of
CONCESSIONAIRE by:

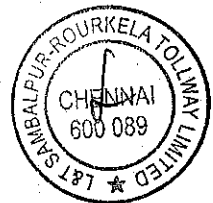
SIGNED, SEALED AND
DELIVERED

For and on behalf of
INDEPENDENT ENGINEER by:

(Signature)
(Name and Designation)
(Address)

(Signature)
(Name and Designation)
(Address)

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Odisha, Bhubaneswar



SCHEDULE -K
(See Clause 17.2)

MAINTENANCE REQUIREMENTS

1 Maintenance Requirements

- 1.1 The Concessionaire shall, at all times, operate and maintain the Project Highway in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Operation Period, conform to the maintenance requirements set forth in this Schedule-K (the "**Maintenance Requirements**").
- 1.2 The Concessionaire shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-K within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Government shall be entitled to recover Damages as set forth in Clause 17.8 of the Agreement, without prejudice to the rights of the Government under the Agreement, including Termination thereof.

2 Repair/rectification of defects and deficiencies

The obligations of the Concessionaire in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies specified in Annex - I of this Schedule - K within the time limit set forth therein.

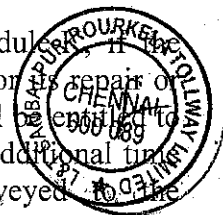
3 Other defects and deficiencies

- 3.1 In respect of any defect or deficiency not specified in Annex - I of this Schedule-K, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice.
- 3.2 In respect of any defect or deficiency not specified in Annex - I of this Schedule-K, the Independent 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 Concessionaire within the time limit specified by the Independent Engineer.

4 Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule, the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Independent Engineer and conveyed to the Concessionaire and the Government with reasons thereof.

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Odisha



5 Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-K, if any defect, deficiency or deterioration in the Project Highway poses a hazard to safety or risk of damage to property, the Concessionaire shall promptly take all reasonable measures for eliminating or minimising such danger.

6 Daily Inspection by the Concessionaire

The Concessionaire 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 Independent Engineer may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Government and the Independent Engineer at any time during office hours.

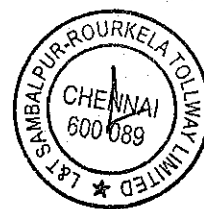
7 Divestment Requirements

All defects and deficiencies specified in this Schedule-K shall be repaired and rectified by the Concessionaire so that the Project Highway conforms to the Maintenance Requirements on the Transfer Date.

8 Display of Schedule - K

The Concessionaire shall display a copy of this Schedule-K at the Toll Plazas along with the Complaint Register stipulated in Article 46.

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DPI & Roads
Odisha, Bhubaneswar



Annex - I
(Schedule-K)

Repair/Rectification of Defects and Deficiencies

The Concessionaire shall repair and rectify the defects and deficiencies specified in this Annex-I of Schedule-K within the time limit set forth herein.¹

Nature of defect or deficiency

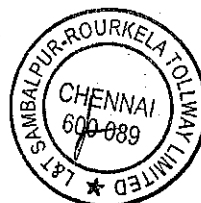
Time limit for repair/ rectification

ROADS

(a) Carriageway and paved shoulders

- | | |
|--|--|
| (i) Breach or blockade | - Temporary restoration of traffic within 24 hours; permanent restoration within 15 days |
| (ii) Roughness value exceeding 2,750 mm in a stretch of 1 km (as measured by a standardised roughometer/bump integrator) | - 180 days |
| (iii) Pot holes | - 48 hours |
| (iv) Cracking in more than 5% of road surface in a stretch of 1 km | - 30 days |
| (v) Rutting exceeding 10 mm in more than 2% of road surface in a stretch of 1 km (measured with 3 m straight edge) | - 30 days |
| (vi) Bleeding/skidding | - 7 days |
| (vii) Ravelling/Stripping of bitumen surface exceeding 10 sq m | - 15 days |
| (viii) Damage to pavement edges exceeding 10 cm | - 15 days |
| (ix) Removal of debris | - 6 hours |

(b) Hard/earth shoulders, side slopes, drains and culverts

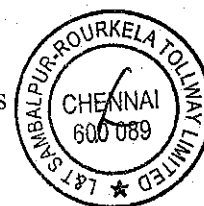


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¹Government may, in consultation with IRC, by order modify the values and periods specified herein, but such modification shall take effect only if it is included in the respective bidding documents.

- (i) Variation by more than 2% in the prescribed slope of camber/cross fall - 30 days
- (ii) Edge drop at shoulders exceeding 40 mm - 7 days
- (iii) Variation by more than 15% in the prescribed side (embankment) slopes - 30 days
- (iv) Rain cuts/gullies in slope - 7 days
- (v) Damage to or silting of culverts and side drains during and immediately preceding the rainy season - 7 days
- (vi) Desilting of drains in urban/semi-urban areas - 48 hours
- (c) Road side furniture including road signs and pavement marking**
 - (i) Damage to shape or position; poor visibility or loss of retro-reflectivity - 48 hours
- (d) Street lighting and telecom (ATMS)**
 - (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) Deterioration in health of trees and bushes - Timely watering and treatment
 - (iii) Replacement of trees and bushes - 90 days
 - (iv) Removal of vegetation affecting sight line and road structures - 15 days
- (f) Rest areas**
 - (i) Cleaning of toilets - Every 4 hours
 - (ii) Defects in electrical, water and sanitary installations - 24 hours

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(g) Toll plazas

- (i) Failure of toll collection equipment or lighting - 8 hours
- (ii) Damage to toll plaza - 7 days

(h) Other Project Facilities and Approach roads

- (i) Damage or deterioration in Approach Roads, pedestrian facilities, truck lay-bys, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works - 15 days

BRIDGES**(a) Superstructure of bridges**

- (i) Cracks
 - Temporary measures - within 48 hours
 - Permanent measures - within 45 days
- (ii) Spalling/scaling - 15 days

(b) Foundations of bridges

- (i) Scouring and/or cavitation - 15 days

(c) Piers, abutments, return walls and wing walls of bridges

- (i) Cracks and damages including settlement and tilting - 30 days

(d) Bearings (metallic) of bridges

- (i) Deformation - 15 days

(e) Joints in bridges

- (i) Loosening and malfunctioning of joints - 15 days

(f) Other items relating to bridges

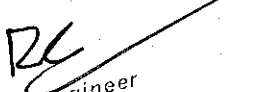
- (i) Deforming of pads in elastomeric bearings - 7 days
- (ii) Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes - 3 days

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- (iii) Damage or deterioration in parapets and handrails - 3 days



- (iv) Rain-cuts or erosion of banks of the side slopes of approaches - 15 days
- (v) Damage to wearing coat - 15 days
- (vi) Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds - 30 days
- (vii) Growth of vegetation affecting the structure or obstructing the waterway - 15 days


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SCHEDULE -L
(See Clause 18.1.1)

SAFETY REQUIREMENTS

1 Guiding principles

- 1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on the Project Highway, irrespective of the person(s) at fault.
- 1.2 Users of the Project Highway include motorised and non-motorised vehicles as well as pedestrians and animals involved in, or associated with accidents. Vulnerable Road Users (VRU) include pedestrians as well as riders of motorised two-wheelers, bicycles and other vehicles which do not provide adequate occupant protection.
- 1.3 Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.
- 1.4 Safety Requirements include measures associated with traffic management and regulation such as road signs, pavement marking, traffic control devices, roadside furniture, highway design elements, enforcement and emergency response.

2 Obligations of the Concessionaire

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

- (a) Applicable Laws and Applicable Permits;
- (b) Manual for Safety in Road Design, issued by MORTH;
- (c) relevant Standards/Guidelines of IRC relating to safety, road geometrics, bridges, culverts, road signs, pavement marking and roadside furniture;
- (d) provisions of this Agreement; and
- (e) Good Industry Practice.

3 Appointment of Safety Consultant

For carrying out safety audit of the Project Highway under and in accordance with this Schedule-L, the Government shall appoint from time to time, one or more qualified firms or organisations as its consultants (the "Safety Consultant"). The Safety Consultant shall employ a team comprising, without limitation, one road safety expert and one traffic planner to undertake safety audit of the Project Highway.


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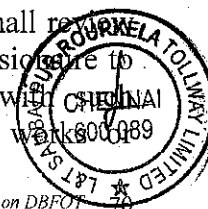


4 Safety measures during Development Period

- 4.1 No later than 90 (ninety) days from the date of this Agreement, the Government shall appoint a Safety Consultant for carrying out safety audit at the design stage of the Project. The Safety Consultant shall collect data on all fatal crashes and other road accidents which occurred on the Project Highway in the preceding two years by obtaining copies of the relevant First Information Reports (FIRs) from the police stations having jurisdiction. The information contained in such FIRs shall be summarized in the form prescribed by IRC/OWD for this purpose and the data shall be analyzed for the type of victims killed or injured, impacting vehicles, location of accidents and other relevant factors.
- 4.2 The Concessionaire shall provide to the Safety Consultant, in four copies, the relevant drawings containing the design details that have a bearing on safety of Users (the "Safety Drawings"). Such design details shall include horizontal and vertical alignments; sightlines; layouts of intersections; interchanges; road cross-section; bridges and culverts; side drains; provision for parked vehicles, slow moving vehicles (tractors, bullock carts, bicycles) and pedestrians; bus bays; truck lay-bys; and other incidental or consequential information. The Safety Consultant shall review the design details and forward three copies of the Safety Drawings with its recommendations, if any, to the Independent Engineer who shall record its comments, if any, and forward one copy each to the Government and the Concessionaire.
- 4.3 The accident data and the design details shall be compiled, analysed and used by the Safety Consultant for evolving a package of recommendations consisting of safety related measures for the Project Highway. The safety audit shall be completed in a period of three months and a report thereof (the "Safety Report") shall be submitted to the Government, in five copies. One copy each of the Safety Report shall be forwarded by the Government to the Concessionaire and the Independent Engineer forthwith.
- 4.4 The Concessionaire shall endeavour to incorporate the recommendations of the Safety Report in the design of the Project Highway, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of OWD and IRC, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to the Government forthwith. In the event that any or all of the works and services recommended in the Safety Report fall beyond the scope of Schedule-B, Schedule-C or Schedule-D, the Concessionaire shall make a report thereon and seek the instructions of the Government for funding such works in accordance with the provisions of Article 18.
- 4.5 Without prejudice to the provisions of Paragraph 4.4, the Concessionaire and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send their respective comments thereon to the Government, and no later than 15 (fifteen) days of receiving such comments, the Government shall refer the same alongwith the Safety Report and by notice direct the Concessionaire to carry out any or all of the recommendations contained therein with such modifications as the Government may specify; provided that any work

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services required to be undertaken hereunder shall be governed by the provisions of Article 18.

5 Safety measures during Construction Period

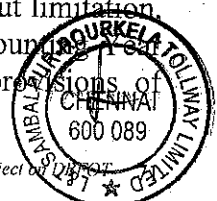
- 5.1 A Safety Consultant shall be appointed by the Government, no later than 4 (four) months prior to the expected Project Completion Date, for carrying out a safety audit of the completed Construction Works.
- 5.2 The Safety Consultant shall collect and analyse the accident data for the preceding two years in the manner specified in Paragraph 4.1 of this Schedule-L. It shall study the Safety Report for the Development Period and inspect the Project Highway to assess the adequacy of safety measures. The Safety Consultant shall complete the safety audit within a period of 4 (four) months and submit a Safety Report recommending a package of additional road safety measures, if any, that are considered essential for reducing accident hazards on the Project Highway. Such recommendations shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-L.
- 5.3 The Concessionaire shall make adequate arrangements during the Construction Period for the safety of workers and road Users in accordance with the guidelines of IRC for safety in construction zones, and notify the Government and the Independent Engineer about such arrangements.

6 Safety measures during Operation Period

- 6.1 The Concessionaire shall develop, implement and administer a surveillance and safety programme for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.
- 6.2 The Concessionaire shall establish a Highway Safety Management Unit (the "HSMU") to be functional on and after COD, and designate one of its officers to be in-charge of the HSMU. Such officer shall have specialist knowledge and training in road safety and traffic engineering by having attended a course conducted by a reputed organisation on the subject.
- 6.3 The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Project Highway. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police but where a vehicle rolled over or had to be towed away. The information so collected shall be summarised in the form prescribed by IRC/OWD for this purpose. The Concessionaire shall also record the exact location of each accident on a road map. The aforesaid data shall be submitted to the Government at the conclusion of every quarter and to the Safety Consultant as and when appointed.
- 6.4 The Concessionaire shall submit to the Government before the 31st (thirty first) May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Account Year and the measures taken by the Concessionaire pursuant to the provisions of

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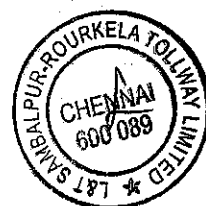
Paragraph 6.1 of this Schedule-L for averting or minimising such accidents in future.

- 6.5 Once in every Accounting Year, a safety audit shall be carried out by the Safety Consultant to be appointed by the Government. It shall review and analyse the annual report and accident data of the preceding year, and undertake an inspection of the Project Highway. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made to the road, bridges, culverts, markings, signs, road furniture and Project Facilities, including cattle crossings and pedestrian crossings. Such recommendations shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-L.

7 Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule, shall be met in accordance with Article 18, and in particular, the remuneration of the Safety Consultant, safety audit, and costs incidental thereto, shall be met out of the Safety Fund.


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SCHEDULE -M
(See Clause 19.5)

MONTHLY FEE STATEMENT

Project Highway:

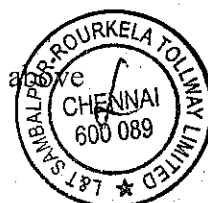
Month:

| Type of Vehicle | For corresponding month of previous year | | For preceding month | | For the month reported upon | | |
|---------------------|--|-----------------------------|---------------------|-----------------------------|-----------------------------|-----------------|-----------------------------|
| | No. of Vehicles | Fee collected (in lakh Rs.) | No. of Vehicles | Fee collected (in lakh Rs.) | Fee per Vehicle (in Rs.) | No. of Vehicles | Fee collected (in lakh Rs.) |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| A Car | | | | | | | |
| B LCV | | | | | | | |
| C Bus | | | | | | | |
| D Truck | | | | | | | |
| E Multi-axle Truck | | | | | | | |
| F Oversized vehicle | | | | | | | |
| G Total | | | | | | | |

Note 1: The above statement does not include Local Users and vehicles travelling on Passes.

Note 2: Monthly Fee Statements for Passes have been prepared separately in the above format and are enclosed.

Remarks, if any:



SCHEDULE -N
(See Clause 22.1)

WEEKLY TRAFFIC CENSUS

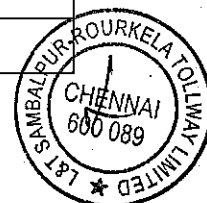
Project Highway:

Week ending:

| Type of Vehicle | No. of vehicles using the Project Highway during | | |
|--------------------------------|--|----------------|----------------|
| | Corresponding week/last year | Preceding week | Week of report |
| (1) | (2) | (3) | (4) |
| A Fee paying Traffic | | | |
| A1 Car | | | |
| A2 LCV | | | |
| A3 Bus | | | |
| A4 Truck | | | |
| A5 Multi-axle Truck | | | |
| A6 Oversized vehicle | | | |
| Total (A) | | | |
| B Local Traffic | | | |
| B1 Car | | | |
| Total (B) | | | |
| C Exempted Vehicles | | | |
| C1 Motor Cycle | | | |
| C2 Car | | | |
| C3 LCV | | | |
| C4 Bus | | | |
| C5 Truck | | | |
| C6 Tractor | | | |
| Total (C) | | | |
| D Total Traffic (A+B+C) | | | |
| D1 Motor Cycle | | | |
| D2 Car | | | |
| D3 LCV | | | |
| D4 Bus | | | |
| D5 Truck | | | |
| D6 Multi-axle Truck | | | |
| D7 Oversized vehicle | | | |
| D8 Tractor | | | |
| Grand Total (E) | | | |

Remarks, if any:

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WEEKLY REPORT FOR WEIGH STATIONS

Project Highway:

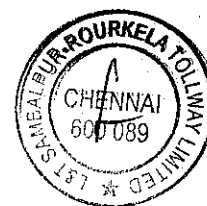
Week ending:

| Type of Vehicle | Permitted Gross Vehicle Weight (Tonnes) | No. of Vehicles weighed (Sample size) | No. of Vehicles carrying load: | | | |
|--------------------|---|---------------------------------------|--------------------------------|---------------------|----------------------------------|--------------------|
| | | | Within permissible limits | Up to 10% in excess | Over 10% and up to 20% in excess | Over 20% in excess |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| A LCV | | | | | | |
| B Truck | | | | | | |
| C Multi-axle Truck | | | | | | |
| D Total | | | | | | |

Note: Sample size shall not be less than 200 Trucks per week and 20 Trucks per day, and should include a proportionate number of Multi-axle Trucks.

Remarks, if any:

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SCHEDULE -O
(See Clause 22.3.1)

TRAFFIC SAMPLING

1 Traffic sampling

The Government may, in its discretion and at its own cost, undertake traffic sampling, pursuant to Clause 22.3, in order to determine the actual traffic on the Project Highway. Such traffic sampling shall be undertaken through the Independent Engineer in the manner set forth below.

2 Manual traffic count

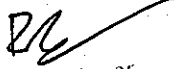
The Independent Engineer shall employ the required number of enumerators who shall count, classify and record all the vehicles as they pass by, and divide the survey into fixed time periods. The count stations shall be located near the Toll Plazas on a straight section of the road with good visibility. The survey shall be conducted continuously for a minimum of 24 (twenty four) hours and maximum of 7 (seven) days at a time. The count period shall be 15 (fifteen) minutes with results summarised hourly.

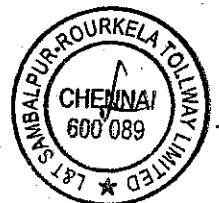
3 Automatic traffic count

For automatic traffic count to be conducted on intermittent (non-continuous) basis, the Independent Engineer shall use suitable and standardised equipment to classify and record the range of vehicles passing through the Toll Plazas. For this purpose, the counter shall be checked with at least 100 (one hundred) vehicles, including all major vehicle types, over a range of speeds to ensure that all vehicles are being counted and classified correctly.

4 Variation between manual and automatic count

Average Daily Traffic (ADT) for each type of vehicle shall be determined separately by the aforesaid two methods and in the event that the number of vehicles in any category, as counted by the manual method, varies by more than 1% (one per cent) of the number of such vehicles as counted by the automatic method, the manual and automatic count of such category of vehicles shall be repeated, and in the event of any discrepancy between the two counts in the second enumeration, the average thereof shall be deemed to be the actual traffic. For the avoidance of doubt, it is expressly agreed that the Government may, in consultation with the Concessionaire, adopt modified or alternative processes of traffic sampling for improving the reliability of such sampling.


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SCHEDULE -P
(See Clause 23.1)

SELECTION OF INDEPENDENT ENGINEER

1 Selection of Independent Engineer

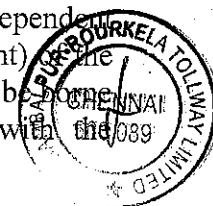
- 1.1 The provisions of Part II of the Standard Bidding Documents for Consultancy Assignments: Time Based (Volume V) issued by the Ministry of Finance, GOI in July, 1997 or any substitute thereof shall apply, *mutatis mutandis*, for invitation of bids and evaluation thereof save as otherwise provided herein.
- 1.2 The Government shall invite expressions of interest from consulting engineering firms or bodies corporate to undertake and perform the duties and functions set forth in Schedule-Q and thereupon shortlist 10 (ten) qualified firms in accordance with pre-determined criteria. The Government shall convey the aforesaid list of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Government to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Government within 15 (fifteen) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, the Government shall, after considering all relevant factors, finalise and constitute a panel of 10 (ten) firms (the "Panel of Firms") and convey its decision to the Concessionaire.
- 1.3 The Government shall invite the aforesaid firms in the Panel of Firms to submit their respective technical and financial offers, each in a separate sealed cover. All the technical bids so received shall be opened and pursuant to the evaluation thereof, the Government shall shortlist 3 (three) eligible firms on the basis of their technical scores. The financial bids in respect of such 3 (three) firms shall be opened and the order of priority as among these firms shall be determined on the basis of a weighted evaluation where technical and financial scores shall be assigned respective weights of 80:20.
- 1.4 In the event that the Government shall follow the selection process specified in the Model RFP for selection of Technical Consultants, as published by the Ministry of Finance/ Planning Commission, the selection process specified in this Schedule-P shall be deemed to be substituted by the provisions of the said Model RFP and the Concessionaire shall be entitled to scrutinise the relevant records forming part of such selection process.

2 Fee and expenses

- 2.1 In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the Development Period and Construction Period, the Government shall endeavour that payments to the Independent Engineer on account of fee and expenses do not exceed 2% (two per cent) of the Total Project Cost. Payments not exceeding such 2% (two per cent) shall be borne equally by the Government and the Concessionaire in accordance with the

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provisions of this Agreement and any payments in excess thereof shall be borne entirely by the Government.

- 2.2 The nature and quantum of duties and services to be performed by the Independent Engineer during the Operation Period shall be determined by the Government in conformity with the provisions of this Agreement and with due regard for economy in expenditure. All payments made to the Independent Engineer on account of fee and expenses during the Operation Period, shall be borne equally by the Government and the Concessionaire.

3 Constitution of fresh panel

No later than 3 (three) years from the date of this Agreement, and every 3 (three) years thereafter, the Government shall prepare a fresh panel of firms in accordance with the criteria set forth in this Schedule-P; provided that the Government may, at any time, prepare a fresh panel with prior written consent of the Concessionaire.

4 Appointment of government entity as Independent Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Government may in its discretion appoint a government-owned entity as the Independent Engineer; provided that such entity shall be a body corporate having as one of its primary function the provision of consulting, advisory and supervisory services for engineering projects; provided further that a government-owned entity which is owned or controlled by the Government and/or OWD shall not be eligible for appointment as Independent Engineer.

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SCHEDULE –Q
(See Clause 23.2.1)

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1 Scope

- 1.1 These Terms of Reference for the Independent Engineer (the “TOR”) are being specified pursuant to the Concession Agreement dated 8th November 2013 (the “Agreement”), which has been entered into between the Government and ...L&T SAMBALPUR – ROURKELA TOLLWAY LIMITED..... (the “Concessionaire”) for Four-Laning with paved shoulders of the Sambalpur - Rourkela section (km 4/900 to km 167/900) of State Highway No. 10 in the State on design, build, finance, operate and transfer (DBFOT) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2 This TOR shall apply to construction, operation and maintenance of the Four-Lane Project Highway..

2 Definitions and interpretation

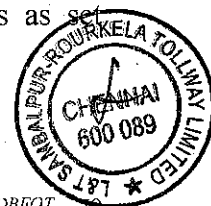
- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this 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 Role and functions of the Independent Engineer

- 3.1 The role and functions of the Independent Engineer shall include the following:
- (i) review of the Drawings and Documents as set forth in Paragraph 4;
 - (ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
 - (iii) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;
 - (iv) review, inspection and monitoring of O&M as set forth in Paragraph 6;
 - (v) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;

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- (vi) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- (vii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- (viii) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and
- (ix) undertaking all other duties and functions in accordance with the Agreement.

3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4 Development Period

- 4.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Government and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. 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 Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 4.3 The Independent Engineer shall review the Drawings sent to it by the Safety Consultant in accordance with Schedule-L and furnish its comments thereon to the Government and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Government within 15 (fifteen) days of receiving such report.
- 4.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 4.5 Upon reference by the Government, the Independent Engineer shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project Highway, and furnish its comments within 7 (seven) days from receipt of such reference from the Government.

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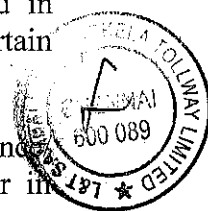


5 Construction Period

- 5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.
- 5.2 The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Government and the Concessionaire within 7 (seven) days of receipt of such report.
- 5.3 The Independent Engineer shall inspect the Construction Works and the Project Highway once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Highway. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its Inspection Report to the Government and the Concessionaire within 7 (seven) days of the inspection.
- 5.4 The Independent Engineer may inspect the Project Highway more than once in a month if any lapses, defects or deficiencies require such inspections.
- 5.5 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, 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 OWD (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- 5.6 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.

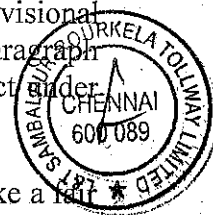
R.P. Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance or rejection of their results shall be determined by the Independent 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 Concessionaire for its own quality assurance in accordance with Good Industry Practice.

- 5.8 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 5.9 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Concessionaire 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 Concessionaire, the Independent Engineer shall review the same and send its comments to the Government and the Concessionaire forthwith.
- 5.10 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Government forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 5.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Government forthwith, recommending whether or not such suspension may be revoked by the Government.
- 5.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Government and the Concessionaire of the same.
- 5.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule-I.
- 5.14 Upon reference from the Government, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and



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DPI & Roads
Odisha Bhubaneswar

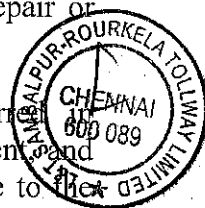
services as set forth in Article 16 and certify the reasonableness of such costs for payment by the Government to the Concessionaire.

- 5.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6 Operation Period

- 6.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, *mutatis mutandis*.
- 6.2 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Government and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
- 6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Government and the Concessionaire within 7 (seven) days of receipt of such report.
- 6.4 The Independent Engineer shall inspect the Project Highway once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project Highway. The Independent Engineer shall send a copy of its O&M Inspection Report to the Government and the Concessionaire within 7 (seven) days of the inspection.
- 6.5 The Independent Engineer may inspect the Project Highway more than once in a month, if any lapses, defects or deficiencies require such inspections.
- 6.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire 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 Concessionaire in this behalf.
- 6.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K, the Independent 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.
- 6.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement and shall also determine the Damages, if any, payable by the Concessionaire to the Government for such delay.

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- 6.9 The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to the Government under Clause 17.7.
- 6.10 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.
- 6.11 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Highway, the Independent Engineer shall review the same and send its comments to the Government and the Concessionaire within 15 (fifteen) days of receiving the proposal.
- 6.12 The Independent Engineer shall undertake traffic sampling, as and when required by the Government, under and in accordance with Article 22 and Schedule-O.

7 Termination

- 7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project Highway for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 38.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project Highway is such that its repair and rectification would require a larger amount than the sum set forth in Clause 39.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.
- 7.2 The Independent Engineer shall inspect the Project Highway once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 39, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Government and the Concessionaire.

8 Determination of costs and time

- 8.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

8.2 The Independent Engineer shall determine the period, or any extension thereof that is required to be determined by it under the Agreement.

Chief Engineer
DPI & Roads
Odisha
Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFO pattern



9 Assistance in Dispute resolution

- 9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
- 9.2 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 Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

10 Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

11 Miscellaneous

- 11.1 The Independent Engineer shall notify its programme of inspection to the Government and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Government forthwith.
- 11.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Government along with its comments thereon.
- 11.4 The Independent 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.
- 11.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Government or such other person as the Government may specify, and obtain written receipt thereof. Two copies of the said document shall also be furnished in micro film form or in such other medium as may be acceptable to the Government.
- 11.6 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

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Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



SCHEDULE -R
(See Clause 27.1.1)

FEE NOTIFICATION

GOVERNMENT OF ODISHA

(Public Works Department)

Bhubaneswar, the 20...

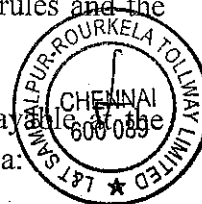
Whereas, by the notification of the Governor of Odisha acting through the Secretary, Works Department, issued vide number PPP. 39/11 (part-II) 6642/W dated the 23.06.2011, under section 13 of the Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010), the State Government has levied fee on use of the section of State Highway No. 10 from Km 4.900 to Km 167.900 (Sambalpur-Rourkela Section);

And Whereas, pursuant to the provisions of section 13 of the said Act, the Governor of the state of Odisha represented by the Secretary Works Department Government of Odisha has entered into an agreement with L&T SAMBALPUR – ROURKELA TOLLWAY LIMITED....., having its Registered Office at 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600089 (hereinafter referred to as "Concessionaire") for development of the aforesaid section of the State Highway No. 10 from Km 4.900 to Km 167.900 (hereinafter referred to as the "said section") as BOT (Toll) project on Design, Build, Finance, Operate and Transfer (DBFOT) pattern;

Now, therefore, in exercise of the powers conferred by section 13 of the Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010), read with Odisha State Roads Tolls (Determination of Rates and Collection) Rules, 2011, having regard to the expenditure involved in building, maintenance, management and operation of the said section of the state highway, interest on the capital invested, reasonable return, the volume of traffic and the period of said agreement between the State Government and the Concessionaire, hereby notifies that there shall be levied and collected fees on mechanical vehicles for the use of the said section, , at the rates specified in the aforesaid rules and authorises the said Concessionaire to collect and retain the said fees on and from the date of commercial operation of the said section of state highway, subject to and in accordance with the said rules and the provisions of the aforesaid agreement.

The fee levied and collected hereunder shall be due and payable following Toll Plazas for the distance specified for each such Toll Plaza:

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Odisha, Bhubaneswar



| S. No. | Location of Toll Plaza (chainage) | Length (in km) for which Fee is payable |
|--------|--------------------------------------|--|
| 1 | At 17/025 | 45.69 |
| 2. | At 71/ 853 | 71.35 |
| 3 | At 150/075 | 44.69 |
| | Total | 161.73 |

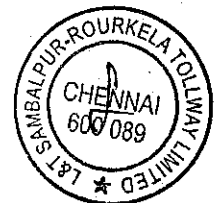
F.No. RW/NH-.....

(Name)

Secretary

Government of *****

Da
 Chief Engineer
 DPI & Roads
 Odisha Bhubaneswar



Annex - I
(Schedule-R)

Model Rules/Notification²

Government of Odisha
Odisha Works Department

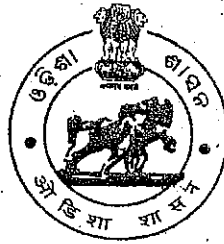
Bhubaneswar....., 20__


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² The model rules/notification may be considered by the respective State Governments and suitably modified with reference to their laws and local conditions.

The Orissa Gazette



EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 1519, CUTTACK, FRIDAY, SEPTEMBER 24, 2010 / ASWINA 2, 1932

LAW DEPARTMENT

NOTIFICATION

The 23rd September, 2010

No.10547/L.-31/2009/I-Legis.—The following Act of the Orissa Legislative Assembly having been assented to by the Governor on the 17th September, 2010 is hereby published for general information.

ORISSA ACT 6 OF 2010

THE ORISSA STATE ROADS TOLLS ACT, 2010

AN ACT TO CONSOLIDATE AND AMEND THE LAW RELATING TO LEVY AND COLLECTION OF TOLLS FOR USING STATE ROADS INCLUDING BRIDGES ON STATE ROADS AND TO PROVIDE FOR PRIVATE PARTICIPATION IN CONSTRUCTION, DEVELOPMENT, MAINTENANCE AND OPERATION OF SUCH BRIDGES AND ROADS IN THE STATE AND FOR MATTERS CONNECTED THEREWITH OR INCIDENTAL THERETO.

BE it enacted by the Legislature of the State of Orissa in the Sixty-first Year of the Republic of India, as follows:—

Short title,
extent,
commence-
ment and
application.

1. (1) This Act may be called the Orissa State Roads Tolls Act, 2010.

(2) It extends to the whole of the State of Orissa.

(3) It shall come into force on such date as the State Government may, by notification, appoint.

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Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



(4) It shall apply to every State Road under the control of the State Government including section thereof and every bridge constructed on or across such State Roads as the State Government may, by notification, specify, from time to time.

Definitions.

2. In this Act, unless the context otherwise requires,—

- (a) "bridge" means a permanent structure on State Road of any category providing passage for a road traffic or other moving loads over depression or obstruction such as channel, river, road or railway, as the case may be, and includes road over-bridge, flyover and road under bridge;
- (b) "bypass" means a section of State Road that avoid a city, town or village;
- (c) "Company" means Government Company as defined in section 617 of the Companies Act, 1956;
- (d) "concessionaire" means a person with whom an agreement has been entered into under section 4;
- (e) "Corporation" means a Corporation established by or under a Central Act or State Act, which is controlled or managed by the Central Government or State Government;
- (f) "executing authority" means the State Government or officer of the State Government, Corporation or Company to whom responsibility for making, repairing or improving a State Road or bridge is entrusted by the State Government;
- (g) "mechanical vehicle" means any vehicle driven under its own power including a motor vehicle as defined under the Motor Vehicle Act, 1988;
- (h) "prescribed" means prescribed by rules ;

1 of 1956.

59 of 1988.

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 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



- (i) "prescribed authority" means the authority to be notified by the State Government for the purpose of superintending the collection of tolls under this Act;
- (j) "road over bridge" means a section of State Road constructed over a railway or road to facilitate flow of traffic;
- (k) "road under bridge" means a section of State Road constructed under a railway or road to facilitate flow of traffic;
- (l) "rules" means rules made under this Act;
- (m) "State Road" means a continuous length of the whole or part of a State Highway, Major District Road, other District Road or Village Road and includes a bypass but shall not include National Highways as specified in the Schedule to the National Highways Act, 1956;

45 of 1956.

Explanation.—In this clause, the expression—

- (i) "State Highway" means any arterial route of the State linking any district headquarters or important cities within the State and connecting it with a National Highway or Highway of any neighboring State;
- (ii) "Major District Road" means any important roads within a district serving areas of production and markets, and connecting it with another such road or with a Highway;
- (iii) "other District Road" means a road serving any rural area of production and providing it with an outlet to a market centre, Tahasil headquarters, block headquarters or other main road;
- (iv) "Village Road" means a road connecting any village or group of villages with any other village or group of villages and to the nearest road of a higher category.

137

(n) "toll gate" means any building, structure or booth made for collection of tolls; and

(o) "Wholesale Price Index" means Wholesale Price Index as released by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India or any index published in substitution thereof, as may be notified in the Official Gazette by the Central Government.

Power to levy
and collect
tolls.

3. (1) The State Government may, by notification, levy toll at such rates as may be laid down by rules made in this behalf on every mechanical vehicle for using any State Road or bridge which has been, or shall hereafter be, made, repaired or improved at the expenses of the Central or State Government or any Corporation or Company.

(2) The State Government may revise the toll rate fixed under sub-section (1) each year linking with the Wholesale Price Index in the manner as may be prescribed.

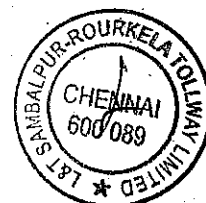
(3) Such tolls, when so levied, shall be collected in accordance with the rules made under this Act and all persons employed in relation to collection of tolls shall be liable to the same responsibilities as would belong to them if employed in the collection of the land revenue.

Power of
State
Government
to enter into
agreement
for
development,
construction
and
maintenance
etc. of State
Roads and
bridges.

4. (1) Notwithstanding anything contained in this Act, the State Government may enter into an agreement with any person in relation to construction, development, maintenance and operation of any State Road or bridge.

(2) Notwithstanding anything contained in section 3, the person referred to in sub-section (1) is entitled to collect and retain tolls at such rate, for services or benefits rendered by him, as the State Government may, subject to rules, by notification, specify having regard to the expenditure involved in construction, development, maintenance and operation of the whole or part of such State Road and bridge, interest on the capital invested, reasonable return, the volume of traffic and the period of such agreement.


Chief Engineer
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Odisha, Bhubaneswar



Recovery of
tolls.

5. (1) When any toll is not paid on demand, the person authorised to collect the same shall seize any mechanical vehicle on which it is chargeable or any goods carried by such mechanical vehicle and if the toll remains unpaid for twenty-four hours with the cost arising from such seizure, the case shall be brought before the prescribed authority.

(2) Where a case is brought before the prescribed authority, he may sell the property seized for discharge of the toll and all expenses incurred for such non-payment, seizure and sale of the property in public auction, and any balance that may remain after such discharge shall be returned, on demand, to the owner of the mechanical vehicle or goods, as the case may be:

Provided that if, at any time before the sale has actually begun, the person whose property has been seized tendered the amount of all the expenses incurred and double the toll payable by him, the property so seized shall, forthwith, be released.

Exemption
from
payment of
tolls.

6. The State Government may exempt such mechanical vehicles as may be prescribed from the levy or payment of tolls.

Assistance
by police
officer.

7. Every police officer shall be bound to assist the person authorised to collect toll, when required, in execution of the provisions of this Act and for that purpose, shall have the same power which they have in the exercise of their ordinary police duties.

Penalty for
unauthorised
collection
and award of
compensation.

8. (1) Every person other than the persons authorised to collect the tolls under this Act, who levies or demands any toll on any State Road or bridge shall, on conviction, be liable for imprisonment for a term which may extend to six months or with fine which may extend to two thousand rupees or with both.

(2) Every persons who unlawfully demands or takes any toll at a higher rate than lawfully levied under this Act or seizes or sells any property knowing such seizure or sale to be unlawful or in any manner unlawfully extorts money or any valuable things from any person under the colours of this Act, shall, on conviction, be liable to imprisonment for a term which may extend to six months or with fine which may extend to two thousand rupees or with both.

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DPI & Roads
Odisha, Bhubaneswar



(3) When a Magistrate imposes sentence of fine or any sentence of which fine forms a part, the Magistrate may, when passing the judgement, order the whole or any part of the fine recovered to be paid to the person for loss or injury caused to him for the unauthorized collection of toll.

(4) No Magistrate shall take cognizance of any offence under this Act except on a complaint in writing made by an officer authorised by the State Government in this behalf.

Complaint for
unauthorised
collection.

9. (1) Any driver, owner or person in charge of a mechanical vehicle aggrieved by unauthorised collection of tolls may lodge a complaint before the prescribed authority who shall, after hearing the parties, pass an order on such complaint for refund of excess payment and damages for the inconvenience suffered by such user.

(2) Any person aggrieved by the order passed under sub-section (1) may, within thirty days of the communication of the order, prefer an appeal to such authority as may be prescribed who shall, after giving reasonable opportunity of being heard to the parties, pass such order as it may deem fit.


Display of
information.

10. The executing authority or the concessionaire, as the case may be, shall display in a conspicuous place near the toll gate legibly written or printed in English and in Oriya Language, the amount of toll payable for each class of mechanical vehicle, the categories of vehicle exempted from payment of toll and the name, address and telephone number or contact number of the executing authority or the concessionaire.

Act to
override
other laws.

11. (1) If any provision contained in any State Act is repugnant to any provision contained in this Act, the provision of this Act shall prevail over the provision contained in any such State Act and such provisions of the State Act shall, to the extent of repugnancy, be void.

(2) Notwithstanding anything contrary contained in the Indian Tolls Act, 1851, as amended from time to time, the provisions of this Act shall have an overriding effect.


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Bhubaneswar



Protection of
action taken
in good faith.

12. No prosecution, suit or other legal proceedings shall lie against the executing authority or concessionaire or any person authorised to act by or under this Act for anything done or intended to be done in good faith in pursuance of this Act or rules.

Power to
make rules.

13. (1) The State Government may by notification, make rules for carrying out the purposes of this Act.

(2) In particular and without prejudice to the generality of the foregoing powers, such rules may provide for all or any of the following matters, namely:—

- (a) the rate at which toll may be levied, the manner in which such toll shall be collected and the method of revision of tolls under section 3;
- (b) mechanical vehicles to be exempted from levy or payment of tolls under section 6;
- (c) appellate authority under section 9; and
- (d) any other matter for which provision should be made under this Act.

Power to
remove
difficulties.

14. (1) If any difficulty arises in giving effect to the provisions of this Act, the State Government may, by order, publish in the official Gazette, make necessary provisions not inconsistent with the provisions of this Act, as may appear to it to be necessary or expedient for removing the difficulties:

Provided that no order shall be made under this section after expiry of the period of two years from the date of commencement of this Act.

(2) Every order made under this section shall be laid, as soon as may be after it is made, before the Orissa Legislative Assembly.

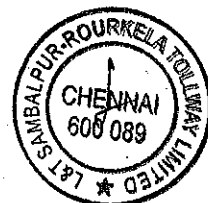
By Order of the Governor

D. DASH

Principal Secretary to Government

Printed and published by the Director of Printing, Stationery and Publication, Orissa, Cuttack-10
OGP/SBP., Ex. Gaz. No.1067—193+580

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The Orissa Gazette

EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 435, CUTTACK, MONDAY, FEBRUARY 28, 2011/ FALGUNA 9, 1932

WORKS DEPARTMENT

NOTIFICATION

The 28th February, 2011


No. 2244-PPP-39/2011/W.—In exercise of the powers conferred by the sub-section (3) of Section-1 of the Orissa State Roads Tolls Act, 2010 (Orissa Act 6 of 2010), the State Government do here by appoint the 15th day of February, 2011 as the date on which the said Act shall be deemed to have come in to force.

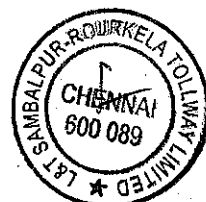
By order of the Governor

Er. S. K. RAY

EIC-cum-Secretary to Government

Printed and published by the Director, Printing, Stationery and Publication, Orissa, Cuttack-10
Ex. Gaz. 2202-193+500


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DPI & Roads
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The Orissa Gazette



EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 1488 CUTTACK, THURSDAY, JUNE 30, 2011 / ASADHA 9, 1933

WORKS DEPARTMENT

NOTIFICATION

The 23rd June 2011


No. 6642—PPP.-39/2011(Part-II)-W.—In exercise of the powers conferred by Section 13 of the Orissa State Roads Tolls Act, 2010 (Orissa Act 6 of 2010), the State Government do hereby make the following rules, namely :—

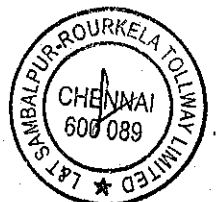
1. Short title and commencement—(1) These rules may be called the Orissa State Roads Tolls (Determination of Rates and Collection) Rules, 2011.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions—(1) In these rules, unless the context otherwise requires,—

- (a) "Act" means the Orissa State Roads Tolls Act, 2010;
- (b) "base year" means the period from the 1st April 2010 to the 31st March 2011;
- (c) "Concession Agreement" means an agreement executed between the State Government and the Concessionaire under Section 4;
- (d) "gross vehicle weight" in respect of any vehicle means the total weight of the vehicle and load certified and registered by the Registering Authority as permissible for that vehicle under the Motor Vehicles Act, 1988 (59 of 1988);
- (e) "lane" means main carriageway with a minimum width of three meters and fifty centimeters;
- (f) "official-in-charge" means a person authorised as such by the executing authority or Concessionaire, as the case may be, for collection of toll for use of a section of a State Road or a bridge or a bypass;
- (g) "private investment project" means a project relating to section of a State Road or a bridge or bypass, as the case may be, for which an agreement is entered into with the Concessionaire;
- (h) "Public funded project" means a project which is not a private investment project as defined in clause (g) and includes a private funded project after its concession agreement has expired;
- (i) "section" means section of the Act;


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- (j) "year" means a financial year commencing on the 1st day of April of a year and ending on the 31st March of the succeeding year.

(2) Words and expressions used herein and not defined but defined in the Act, shall have the meaning respectively assigned to them in the Act.

3. Levy of Tolls—(1) The State Government may, by notification, levy toll on mechanical vehicles for use of any section of State Roads or bridge or bypass forming part of a State Road at the rates specified in Rules 4 and 5 :

Provided that in case of any public funded project, the State Government may, in public interest, by notification, exempt from such levy, either in whole or in part, on mechanical vehicles for use of any section of State Road or a bridge or bypass within the area of such project, subject to such conditions as may be specified in that notification.

(2) In case of a public funded project, the collection of tolls levied under sub-rule (1), shall commence within forty-five days from the date of completion of the section of State Road or bridge or bypass, as the case may be :

Provided that the State Government may, fix a different date for the purpose of commencement of collection of toll for a section of the State Road or bridge or bypass.

(3) In case of a private investment project, the collection of tolls levied under sub-rule (1) shall be made in accordance with the terms of the Concession Agreement.

(4) The executing authority concerned or the Concessionaire, as the case may be, shall, at least fifteen days prior to the commencement of collection of tolls or revised tolls, as the case may be, publish a notice specifying the actual amount of toll to be charged on mechanical vehicles in at least one newspaper each in English and local language of the area having a wide circulation in such area.

(5) The tolls and amounts payable under these rules shall be rounded off to a multiple of rupee one in accordance with the Indian Standard IS : 2—1960 "Rules for rounding off numerical values" issued by Bureau of Indian Standards as amended from time to time.

(6) No toll shall be levied on two-wheelers, three-wheelers, bus or mini bus for use of the section of State Road, bridge or bypass.

Explanation—For the purpose of this rule—

- (a) "bus" means any mechanical vehicle, the gross vehicle weight of which exceeds twelve thousands kilograms but does not exceed twenty thousands kilograms and the registered passenger carrying capacity as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 exceeds thirty-two excluding the driver;
- (b) "mini bus" means any mechanical vehicle, the gross vehicle weight of which does not exceed twelve thousands kilograms and the registered passenger carrying capacity as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds twelve but does not exceed thirty-two excluding the driver.

4. Base rate of toll—(1) The rates of toll shall be uniform for both public funded and private investment project.

(2) The rate of toll for use of a section of a State Road of different types of lane for the base year 2010-2011 shall be the product of the length of such section multiplied by the rates specified hereunder :—


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| Sl. No. | Category of vehicle | Base rate of Toll per Km. (in Rs.) | | | |
|---------|---|------------------------------------|-------------------|-------------|-------------------------|
| | | Single lane | Intermediate lane | Double lane | Four lane or more lanes |
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1 | Car, Jeep, Van or Light Motor Vehicle. | 0.21 | 0.32 | 0.43 | 0.71 |
| 2 | Light Commercial Vehicle (L.C.V.), Light Goods Vehicle. | 0.35 | 0.52 | 0.69 | 1.15 |
| 3 | Tractor Trailer | 0.73 | 1.09 | 1.45 | 2.42 |
| 4 | Trucks (2 axle) | 0.83 | 1.24 | 1.65 | 2.75 |
| 5 | Trucks (3 axle) and Multi Axle Vehicles (up to 6 axles). | 1.14 | 1.71 | 2.27 | 3.79 |
| 6 | Heavy Construction Machinery (H.C.M.), Earth Moving Equipment (E.M.E.), Oversized Vehicle (with seven or more axles). | 1.39 | 2.08 | 2.77 | 4.62 |

(3) For the following category of vehicles, which are plying on the section of State Roads and carrying minerals other than minor minerals as defined in the Mines and Minerals (Development and Regulation) Act, 1957 of Government of India, the rate of toll for use of such section of the State Road of different types of lane for the base year 2010-2011 shall be the product of the length of such section multiplied by the rates as specified hereunder :—

| Sl. No. | Category of vehicle | Base rate of Toll per Km. (in Rs.) | | | |
|---------|--|------------------------------------|-------------------|-------------|-------------------------|
| | | Single lane | Intermediate lane | Double lane | Four lane or more lanes |
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1 | Trucks (2 axle) | 1.65 | 2.50 | 3.30 | 5.50 |
| 2 | Trucks (3 axle) and Multi Axle Vehicles (up to 6 axles). | 2.30 | 3.40 | 4.55 | 7.60 |
| 3 | Oversized Vehicle (with seven or more axles). | 2.80 | 4.00 | 5.50 | 9.20 |

Explanation—For the purpose of this rule—

- (a) "car" or "jeep" or "van" or "light motor vehicle" means any mechanical vehicle the gross vehicle weight of which does not exceed seven thousand five hundred kilograms or the registered passenger carrying capability as stated in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed twelve excluding the driver;
- (b) "light commercial vehicle" or "light goods vehicle" means any mechanical vehicle with a gross vehicle weight exceeding seven thousand five hundred kilograms but less than twelve thousand kilograms;


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- (c) "truck" means any mechanical vehicle with a gross vehicle weight exceeding twelve thousand kilograms but less than twenty thousand kilograms;
- (d) "heavy construction machinery" (H.C.M.) or "earth moving equipment" (E.M.E.) or "multi axle vehicle" (M.A.V.) means heavy construction machinery or earth moving equipment or mechanical vehicle including a multi axle vehicle with three to six axles or vehicle with a gross vehicle weight exceeding twenty thousand kilograms but less than sixty thousand kilograms;
- (e) "oversized vehicle" means any mechanical vehicle having seven or more axles or vehicle with a gross vehicle weight exceeding sixty thousand kilograms; and
- (f) "tractor trailer" means a tractor with attached vehicle laden with goods other than agricultural produce or agricultural equipments.

(4) The rate of toll for use of stand alone bypass or bridge including road over bridge or road under bridge with cost of investments exceeding rupees ten crores shall be levied in the manner specified hereunder :—

- (a) For stand alone bypass the toll rates for the base year 2010-2011 shall be fifty percentum higher than those rates mentioned against each category of vehicle under sub-rule (2) or sub-rule (3), as the case may be, subject to minimum charges of rupees ten for a car, jeep, van or light motor vehicle for using bypass having single lane, intermediate lane and double lane and rupees fifteen for using bypass having more than double lane.
- (b) For the stand alone double lane bridge the toll rate for the base year 2010-2011 shall be as specified hereunder :—


| Sl. No. | Length of Bridge | Base rate of Toll per trip (in Rs.) | | | | | |
|---------|------------------|--|--|--------------------|--------------------|--|--|
| | | Car, Jeep Van or Light Motor Vehicle | Light Commercial Vehicle (L.C.V.) or Light Goods Vehicle | Tractor Trailer | Trucks (2 axle) | Trucks (3 axle) & Multi Axle Vehicles (up to 6 axles) | Construction Machinery & Oversized Vehicles (more than seven axles) |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| (a) | Up to 500m. | 5.00 | 8.00 | 12.00 | 15.00 | 20.00 | 30.00 |
| (b) | 500m.—1000m. | 8.00 | 15.00 | 18.00 | 22.00 | 30.00 | 40.00 |
| (c) | Beyond 1000m. | 15.00 | 20.00 | 25.00 | 30.00 | 40.00 | 50.00 |

NOTE—(i) Toll rates for four lane bridge shall be twenty-five percentum higher than those rates mentioned above against each category of vehicle. Toll rate in respect of other type of lanes shall be determined on *pro rata* basis.

- (ii) The category of vehicles mentioned in sub-rule (3) which are carrying minerals other than minor minerals and plying over such stand alone bridge shall be charged at double the rate as specified in clause (b) against each such category of vehicle.

5. Applicable toll rate and annual revision—(1) Prior to the 1st April, 2011, the base rates specified in Rule 4 shall be the applicable toll rates for the base year 2010-1011.

(2) The rates specified under Rule 4 shall be reviewed annually by the State Government for consideration of any revision thereof.


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Odisha Bhubaneswar



(3) Where the State Government takes a decision for revision of rate of toll then the base rates specified in Rule 4 shall be increased, without compounding, by three percentum thereof and such increased rates shall be deemed to be the base rates for the purposes of these rules with effect from the 1st of April of the relevant year.

(4) The applicable base rate as determined under sub-rule (3) shall further be adjusted and revised to reflect the increase in Wholesale Price Index between the week ending on the 6th day of January 2010 (for this purpose the base year W.P.I. shall be the W.P.I. on the week ending on the 6th January 2010, i.e. 250.5) and the week ending on or immediately after the 1st day of January of the year in which such revision is undertaken, but such revision shall be restricted to forty percentum of the increase in Wholesale Price Index.

(5) The formula for determining the applicable toll rate shall be as follows—

$$\text{Applicable toll rate} = \text{base rate} + \text{base rate} \times 0.4 \times \frac{[\text{W.P.I.-A} - \text{W.P.I.-B}]}{[\text{W.P.I. B}]}$$

Explanation—For the purposes of this rules—

- (a) applicable toll rate is the rate payable by the user;
- (b) base rate shall be the rate specified in Rule 4 read with sub-rule (3);
- (c) W.P.I.-A means the Wholesale Price Index of the week ending on or subsequent to the 1st day of January immediately preceding the date of revision under these rules; and
- (d) W.P.I.-B means the Wholesale Price Index of the week ending on the 6th January 2010 (i.e. 250.5).

Illustration :

If the revision is to be made for the year 2011-2012 by applying the Wholesale Price Index of the week ending on the 6th January 2010 (i.e. 250.5), then the applicable toll rate for car, jeep, van or light motor vehicle for the year 2011-2012 shall be Rs. 0.7473 per Km., as explained below, namely :—

- (a) base rate for year 2011 (i.e. on 1st April 2011) after applying 3% annual revision shall be $0.71 \times 1.03 = 0.7313$;
- (b) applicable toll rate on the 1st April 2011 after revising above base rate with W.P.I. shall be as follows, namely :—

W.P.I.-B for the base year (i.e. on the first week of January 2010) = 250.5

W.P.I. on the first week of January 2011 = 264.2

Applicable toll rate on the 1st April 2011 = $0.7313 + 0.7313 \times 0.4(264.2 - 250.5)/250.5 = 0.7473$

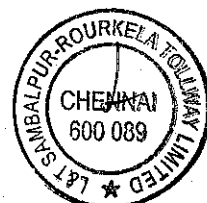
Thus revised toll rate from the 1st April 2011 to the 31st March 2012 shall be Rs. 0.7473 per Km.

6. Collection of toll—(1) The toll levied under these rules shall be collected by the executing authority concerned or the Concessionaire, as the case may be, at the toll gate.

(2) Every driver, owner or person in charge of a mechanical vehicle shall, for the use of the section of State Road or bridge or bypass, before crossing the toll gate pay the tolls specified under these rules.

(3) The tolls collected under these rules shall be paid either in cash or through Smart Card or on board unit (transponder) or any other like device :


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Provided that no additional charges shall be realised for making the payment of tolls by use of Smart Card or on board unit (transponder) or any other like device.

(4) Every driver, owner or person in charge of a mechanical vehicle, upon payment of toll shall be issued a numbered receipt, specifying date and time of journey, amount paid and the class of vehicle :

Provided that in case of payment of toll through Smart Card or on board unit (transponder) or any other such device, the receipt shall be issued on demand only.

(5) Toll may be collected in perpetuity by the executing authority concerned on sections of State Road or bridges or bypass on which toll is due and payable under these rules for the maintenance, repair, improvement or replacement thereof and for provision of services and amenities to the users thereof.

(6) In case of private investment project such collection shall be for a specified period in accordance with the terms of the Concession Agreement.

(7) In respect of public funded project, tolls levied under these rules shall be collected by the executing authority concerned through its own official or through a contractor selected on the basis of competitive bidding.

7. Remittance and retention of toll—(1) In case of public funded projects, the toll collected by the executing authority shall be remitted to the State Government :

Provided that the State Government may, by notification, permit any or all of the other executing authority to retain the whole or any part of the toll for such purposes and subject to such conditions as may be specified in the said notification.

(2) In case of private investment projects, the toll collected under the provision of these rules shall be retained by the Concessionaire in accordance with the provisions of the Concession Agreement.

(3) Every executing authority shall remit to the State Government, the amount of toll collected over and above the amount permitted to be retained by the executing authority within ninety days after the expiry of the year along with an annual return showing the amount collected and the expenditure incurred in collection of toll, including the administrative and management expenses.

(4) The State Government shall, by notification, from time to time, fix the administrative and management expenses which may be allowed to be deducted and retained by the executing authority.

(5) The State Government shall, from time to time, specify the reporting, inspection and auditing requirements for ensuring compliance of these rules.

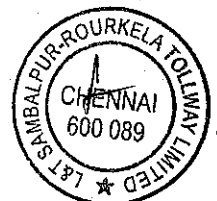
8. Location of toll gate—(1) The State Government shall decide on all matters concerning the location of the toll gate :

Provided that a toll gate shall not ordinarily be located within a distance of ten kilometers from Municipal area :

Provided further that the State Government may, for reasons to be recorded in writing, allow a toll gate to be located within a distance of ten kilometers of such Municipal area but in no case within five kilometers of such Municipal area :

Provided also that the restriction on distance of a toll gate from Municipal area shall not apply to a section of the State Road, bridge or bypass which is constructed within such Municipal area or within five kilometers thereof, primarily for use of the residents of such Municipal area.

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(2) The distance between two toll gates on the same section of the State Road and in the same direction shall not be less than forty kilometers :

Provided that the State Government may, for reasons to be recorded in writing, allow to locate two toll gates at a distance less than forty kilometers subject to the condition that the minimum improved length of the section of the State Road shall not be less than ten kilometers.

Provided further that a toll gate may be located within a distance of forty kilometers from another toll gate if such toll gate is for collection of toll for a stand alone bridge or bypass.

9. Discounts—(1) The executing authority or the Concessionaire, as the case may be, shall, upon request of a driver, owner or person in charge of mechanical vehicles which is registered for non-commercial purpose, provide a pass for multiple journeys within the specified period at the rates specified below :

| Amount payable | Allowable number of times to cross toll gate | Validity period for crossing the toll gate |
|--|--|---|
| (1) | (2) | (3) |
| One and half times of toll for one way journey. | Two | Twenty-four hours from the time of payment. |
| Two-third of amount of the toll payable for fifty single journeys. | Fifty | One month from date of payment |

(2) A local user shall, on an application made to the official-in-charge be issued a pass on payment of toll at the rate of rupees one hundred and fifty per calendar month in case of four lane road, rupees seventy-five per calendar month in case of double lane road and rupees fifty per calendar month in case of intermediate or single lane road to cross the toll gate specified in such pass for use of a section of the State Road, stand alone bridge or a stand alone bypass :

Provided that the application made by the local user shall be accompanied by—

- proof of residence such as a certificate from the Tahasildar or Ration Card or Voter Identification Card ;
- the registration papers of the mechanical vehicle registered for non-commercial purposes :

Provided further that such benefit of discount shall not extend beyond a toll gate of another State Road, stand alone bridge or stand alone bypass :

Provided also that no such pass shall be issued if a service road or alternative route is available for use of mechanical vehicle.

(3) The discount on toll payable under sub-rule (2) may be revised when the toll rate is revised under Rule 5.

(4) In case of a dispute relating to the eligibility for availing discount under this rule the decision of the prescribed authority shall be final and binding.

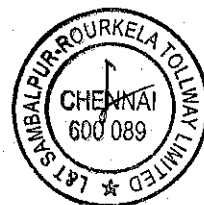
Explanation—For the purpose of this rule the expression "local user" means a person using mechanical vehicle registered for non-commercial purpose, who resides within a distance of twenty kilometers from the toll gate and uses it as such for commuting a section of the State Road, bridge or bypass, as the case may be.

10. Exempted vehicles—(1) No toll shall be levied and collected from a mechanical vehicle,—

- Transporting and accompanying—

- the President of India;


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- (ii) the Vice-President of India;
- (iii) the Prime Minister of India;
- (iv) the Chief Justice of India;
- (v) Governors and Lt. Governors;
- (vi) Union Ministers;
- (vii) Chief Minister and Ministers of the State;
- (viii) Judges of the Supreme Court of India;
- (ix) Presiding Officers of Central and State Legislatures;
- (x) Chief Justice of the High Courts and Judges of High Courts;
- (xi) Chief Ministers and Ministers of other States;
- (xii) Foreign dignitaries on State visit; and
- (xiii) Members of Legislative Assembly and Parliament.

(b) Used for official purposes by—

- (i) the Ministry of Defence including those, which are eligible for exemption in accordance with the provisions of the Indian Toll (Army & Air Force) Act, 1901 and the rules made thereunder as extended to Navy also;
- (ii) the Central and the State Armed Forces in uniform including Paramilitary Forces and Police;
- (iii) an Executive Magistrate;
- (iv) Fire-fighting Department;
- (v) Government (Government of India and other State Governments); and
- (vi) persons for inspection, survey, construction or operating and maintenance of the State Road, bridge or bypass.

(c) Used as Ambulance or Dead Body Carrier (Hearse).

11. Display of information—(1) The amount of toll for each class of vehicle, period of validity for the amount paid, the categories of vehicles exempted from payment of toll, the name, address and telephone number of the executing authority concerned or Concessionaire, as the case may be, to whom suggestions and complaints, if any, should be addressed, shall be clearly and prominently displayed in Hindi, English and Oriya one kilometer ahead of the toll gate.

(2) The height of the display boards, their quality and size of lettering should be such that it is clearly visible and legible to the users.

12. Rate of toll for overloading—(1) Without prejudice to the liability of the driver, owner or a person in charge of a mechanical vehicle under any law for the time being in force, a mechanical vehicle which is loaded in excess of the permissible load specified for its category under sub-rule (3) of Rule 4, shall be liable to pay toll at such rate which is applicable for the next higher category of mechanical vehicles :

Provided that the payment of such toll for overloading shall not entitle a driver or owner or a person in charge of a mechanical vehicle to make use of such State Road or bridge or bypass and his or her vehicle shall be prevented from using the State Road or bridge or bypass or crossing the toll gate until the excess load has been removed from such mechanical vehicle.

(2) The weight of a mechanical vehicle, as recorded at a weighbridge installed at the toll gate, shall be the basis for levying the toll for overloading under this rule :

Provided that where no weighbridge has been installed at the toll gate, no toll for overloading shall be levied and collected under this rule and the driver, owner or person in charge or the mechanical vehicle shall be liable to pay toll as applicable for such vehicle only.

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13. Appellate Authority—The Superintending Engineer in whose jurisdiction the State Road or bridge or bypass falls, shall be the Appellate Authority :

Provided that the State Government may, by notification, appoint any other officer who is higher in rank than the prescribed authority, as the Appellate Authority for a State Road or a part thereof, as may be specified in that notification.

14. Unauthorised collection—Any driver, owner or person in charge of the mechanical vehicle may lodge a complaint in writing before the prescribed authority having jurisdiction over the area who shall, after hearing the parties, pass an order on such complaint for refund of excess payment and damages for the inconvenience suffered by such user within thirty days.

15. Power of State Government to verify records—An officer duly authorised by the State Government shall have the powers to verify, the collection of tolls, inspect any document, records, other information, receipts or report of the executing authority or the Concessionaire, or any document, record, receipt or report which is in possession of an official-in-charge of toll gate.

16. Collection of toll in respect of Private Investment Project—(1) The toll levied under sub-rule (3) of Rule 3 shall be collected by the Concessionaire till its agreement is in force.

(2) A private investment project shall revert to the State Government or the executing authority, as the case may be, upon expiry of the concession period and shall, thereafter, be deemed to be a public funded project for the purposes of these rules and the collection of toll thereafter shall be undertaken by the State Government or executing authority, as the case may be, in accordance with the provisions of these rules.

17. Bar for installation of additional barrier—(1) No barrier shall be installed at any place, other than at the toll gate, except with the prior permission in writing from the State Government who after being satisfied that there is evasion of toll, may permit the installation of the additional barrier, on such terms and conditions as it may impose, by the executing authority or the Concessionaire, as the case may be, to check the evasion of the tolls :

Provided that upon request from the executing authority or the Concessionaire as the case may be, for setting of such additional barriers, the State Government on being satisfied about such evasion shall convey its decision, within a period of sixty days from the date of receiving the request.

(2) The State Government may review the permission so accorded, periodically, and may cause such permission to be withdrawn if it is found that the additional barrier is causing harassment to local or *bona fide* users.

ORDER—The notification be published in the extraordinary issue of *Orissa Gazette* and copies thereof be forwarded to all Departments/all Heads of Department/Principal Accountant-General, Orissa, Bhubaneswar/Secretary to the Governor, Orissa.

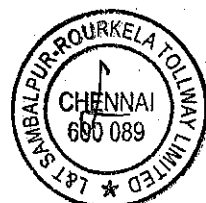
By order of the Governor

S. K. RAY

E.I.C.-cum-Secretary to Government

Printed and published by the Director of Printing, Stationery and Publication, Orissa, Cuttack-10
Ex. Gaz. 748-193+500

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SCHEDULE -S
(See Clause 31.1.2)

ESCROW AGREEMENT

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

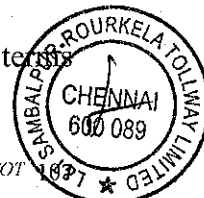
AMONGST

- 1L&T SAMBALPUR — ROURKELA TOLLWAY
LIMITED..... Limited, a company incorporated under the
provisions of the Companies Act, 1956 and having its registered office at 1st
Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979,
Chennai - 600089 (hereinafter referred to as the "**Concessionaire**" which
expression shall, unless repugnant to the context or meaning thereof, include its
successors, permitted assigns and substitutes);
- 2 (name and particulars of Lenders' Representative) and
having its registered office at acting for and on behalf of
the Senior Lenders as their duly authorised agent with regard to matters arising
out of or in relation to this Agreement (hereinafter referred to as the "**Lenders'**
Representative" which expression shall, unless repugnant to the context or
meaning thereof, include its successors and substitutes);
- 3 (name and particulars of the Escrow Bank) and having its
registered office at (hereinafter referred to as the
"**Escrow Bank**" which expression shall, unless repugnant to the context or
meaning thereof, include its successors and substitutes); and
- 4 The Governor of the state of Odisha represented by the Secretary Works
Department Government of Odisha and having its principal offices at Secretariat,
Bhubaneswar-751001, Odisha, INDIA (hereinafter referred to as the
"**Government**" which expression shall, unless repugnant to the context or
meaning thereof, include its administrators, successors and assigns)

WHEREAS:

- (A) The Government has entered into a Concession Agreement dated8th
November 2013..... with the Concessionaire (the "**Concession**
Agreement") for Four-Laning with paved shoulders of the Sambalpur - Rourkela
section (km 4/900 to km 167/900) of State Highway No. 10 in the State on design,
build, finance, operate and transfer ("**DBFOT**") basis, and a copy of which is
annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms
and conditions set forth in the Financing Agreements.

Chief Engineer
DPI & P
Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT
Odisha Bhubaneswar pattern



- (C) The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 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:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Concession Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Government or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

Chief Engineer
DPI & Roads



1.2 Interpretation

- 1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.
- 1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- 1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

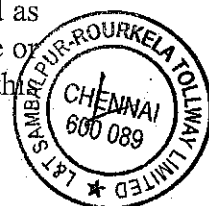
2.1 Escrow Bank to act as trustee

- 2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Government, the Lenders' Representative and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Government, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Government, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Government with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Government, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

DL



2.3 Establishment and operation of Escrow Account

- 2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the **** (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.
- 2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.
- 2.3.3 The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Government, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Government, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

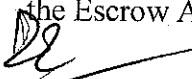
2.6 Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

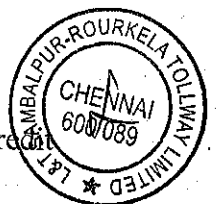
3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

- 3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:


 Chief Engineer
 DPI & Roads
 Odisha Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT 110 pattern



- (a) all monies received in relation to the Project from any source, including the Senior Lenders, lenders of Subordinated Debt and the Government;
- (b) all funds received by the Concessionaire from its share-holders, in any manner or form;
- (c) all Fee levied and collected by the Concessionaire;
- (d) any other revenues, rentals, deposits or capital receipts, as the case may be, from or in respect of the Project Highway; and
- (e) all proceeds received pursuant to any insurance claims.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Government

The Government agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

- (a) Grant and any other monies disbursed by the Government to the Concessionaire;
- (b) Revenue Shortfall Loan;
- (c) all Fee collected by the Government in exercise of its rights under the Concession Agreement; and
- (d) Termination Payments:

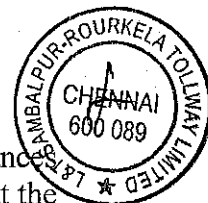
Provided that, notwithstanding the provisions of Clause 4.1.1, the Government shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balance of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due



to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;
- (b) all payments relating to construction of the Project Highway, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- (c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
- (d) O&M Expenses incurred by the Government, provided it certifies to the Escrow Bank that it had incurred such expenses in accordance with the provisions of the Concession Agreement and that the amounts claimed are due to it from the Concessionaire;
- (e) Concession Fee due and payable to the Government;
- (f) monthly proportionate provision of Debt Service due in an Accounting Year;
- (g) Premium due and payable to the Government;
- (h) all payments and Damages certified by the Government as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including repayment of Revenue Shortfall Loan;
- (i) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- (j) any reserve requirements set forth in the Financing Agreements; and
- (k) balance, if any, in accordance with the instructions of the Concessionaire

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided



that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- (a) all taxes due and payable by the Concessionaire for and in respect of the Project Highway;
- (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- (c) outstanding Concession Fee;
- (d) all payments and Damages certified by the Government as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including {Premium,} repayment of Revenue Shortfall Loan and any claims in connection with or arising out of Termination;
- (e) retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 39 of the Concession Agreement;
- (f) outstanding Debt Service including the balance of Debt Due;
- (g) outstanding Subordinated Debt;
- (h) incurred or accrued O&M Expenses;
- (i) any other payments required to be made under the Concession Agreement; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire:

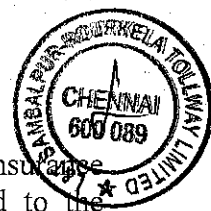
Provided that the disbursements specified in Sub-clause (j) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Government.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction,



reinstatement, replacement, improvement, delivery or installation of the Project Highway, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Government may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Government to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Government hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

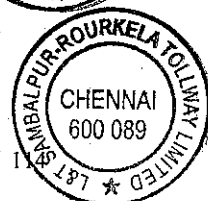
5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy of the Lenders' Representative of any notice or document received by the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and



- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Government or the Lenders' Representative:

- (a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;
- (b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
- (c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.



7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Government remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Government and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

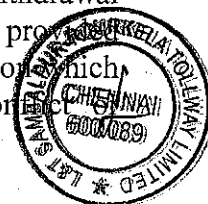
7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict



inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Government, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Government will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Government to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Government, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim 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, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

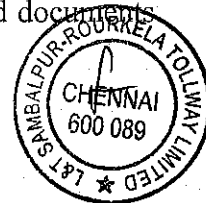
10 DISPUTE RESOLUTION

10.1 Dispute resolution

[Signature]
Chief Engineer
DPI & Roads

Odisha Shubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT 117 pattern



- 10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- 10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Bhubaneswar and the language of arbitration shall be English.

11. MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Bhubaneswar shall have jurisdiction over all matters arising out of or relating to this Agreement.

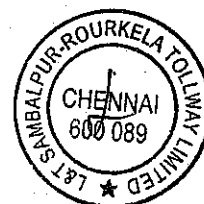
11.2 Waiver of sovereign immunity

The Government 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 Government 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).

11.3 Priority of agreements

[Signature]
Chief Engineer
OPI & Roads
Bhubaneswar



In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another 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.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties 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, shall 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.

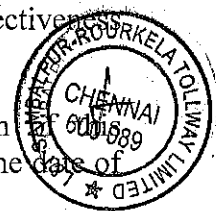
11.7.2 All obligations surviving the cancellation, expiration or termination

RK Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

Chief Engineer
DPI & Roads

Shishu Shubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT 119 pattern



11.8 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 dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

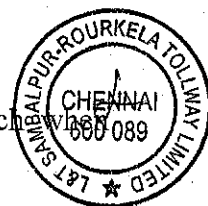
Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

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

[Signature]
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT 120 pattern



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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the day of 20..... hereunto affixed in the presence of, Director, who has signed these presents in token thereof and, Company Secretary / Authorised Officer who has countersigned the same in token thereof in the presence of^s:

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the
Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND
DELIVERED
For and on behalf of
ESCROW BANK by:

SIGNED, SEALED AND
DELIVERED
For and on behalf of
THE GOVERNMENT OF *** by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail
address)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of:

1.

2.


Chief Engineer
P. & Roads
Bhubaneswar



^s To be affixed in accordance with the articles of association of the Concessionaire.

SCHEDULE -T
(See Clause 33.2.1)

PANEL OF CHARTERED ACCOUNTANTS

1 Panel of Chartered Accountants

Pursuant to the provisions of Clause 33.2.1 of the Agreement, the Government and the Concessionaire shall prepare a mutually agreed panel of 10 (ten) reputable firms of Chartered Accountants having their registered offices in India (the "Panel of Chartered Accountants"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule-T.

2 Invitation for empanelment


2.1 The Government shall invite offers from all reputable firms of Chartered Accountants who fulfil the following eligibility criteria, namely:

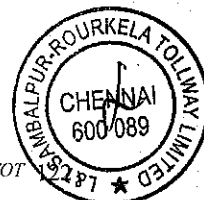
- (a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956, of which at least ten should have been public sector undertakings;
- (b) the firm should have at least 5 (five) practicing Chartered Accountants on its rolls, each with a minimum experience of ten years in the profession;
- (c) the firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Government; and
- (d) the firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing Chartered Accountants on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rs. twenty five crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

3 Evaluation and selection

3.1 The information furnished by each firm shall be scrutinised and evaluated by the Government and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (For the avoidance of doubt, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points).


Chief Engineer
DPI & Roads
Four Lanes with reserved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern



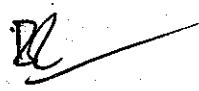
- 3.2 The Government shall prepare a list of all the eligible firms along with the points scored by each such firm and 10 (ten) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

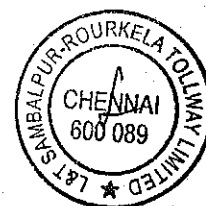
4 Consultation with the Concessionaire

The Government shall convey the aforesaid panel of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Government to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Government within 15 (fifteen) days of receiving the aforesaid panel.

5 Mutually agreed panel

- 5.1 The Government shall, after considering all relevant factors including the comments, if any, of the Concessionaire, finalise and constitute a panel of 10 (ten) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.
- 5.2 After completion of every 5 (five) years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Government and the Concessionaire, a new panel shall be prepared in accordance with the provisions of this Schedule-T.


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



SCHEDULE -U
(See Clause 38.4)

VESTING CERTIFICATE

- 1 The Governor of Odisha represented by Secretary, Odisha Works Department (the "**Government**") refers to the Concession Agreement dated 8th November 2013 (the "**Agreement**") entered into between the Government and ...L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED..... (the "**Concessionaire**") for Four-Laning with paved shoulders of the Sambalpur - Rourkela section (km 4/900 to km 167/900) of State Highway No. 10 (the "**Project Highway**") on design, build, finance, operate and transfer ("**DBFOT**") basis.
- 2 The Government hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 38.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Government shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project Highway shall be deemed to have vested unto the Government, free from any encumbrances, charges and liens whatsoever.
- 3 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed thisday of, 20..... at.....

AGREED, ACCEPTED AND SIGNED

For and on behalf of
CONCESSIONAIRE by:

SIGNED, SEALED AND DELIVERED

For and on behalf of
GOVERNMENT OF ***** by:

(Signature)
(Name)
(Designation)
(Address)

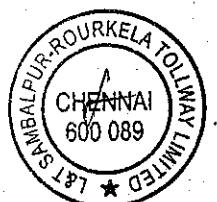
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



SCHEDULE -V
(See Clause 40.3.1)

SUBSTITUTION AGREEMENT

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

AMONGST

- 1 The Governor of Odisha, represented by Secretary, Odisha Works Department and having its principal offices at State Secretariat, Bhubaneswar-751001, Odisha, INDIA (hereinafter referred to as the "**Government**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);
- 2 ...L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED..... Limited,³ a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600089, (hereinafter referred to as the "**Concessionaire**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);
- 3 name and particulars of Lenders' Representative and having its registered office at, acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

- (A) The Government has entered into a Concession Agreement dated 8th November 2013 with the Concessionaire (the "**Concession Agreement**") for Four-Laning with paved shoulders of the Sambalpur - Rourkela section (km 4/900 to km 167/900) of State Highway No. 10 in the State on design, build, finance, operate and transfer basis ("**DBFOT**"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (C) Senior Lenders have requested the Government to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.

³ All project-specific provisions in this document have been enclosed in square parenthesis and modified suitably, as necessary.



- (D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Government has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"Agreement" means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Nominated Company" means a company, incorporated under the provisions of the Companies Act, 1956, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Government for assignment/transfer of the Concession as provided in this Agreement;

"Notice of Financial Default" shall have the meaning ascribed thereto in Clause 3.2.1; and

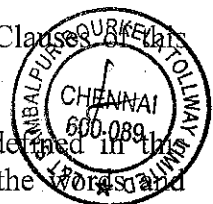
"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and



expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

- 1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

- 3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

- 3.1.2 The Government hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project Highway as Concessionaire either individually or collectively).

3.2 Substitution upon occurrence of Financial Default

- 3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "Notice of Financial Default") along with particulars thereof, and send a copy to the Government for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.
- 3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.
- 3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Government to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project Highway in accordance with the provisions of Article 36 of the Concession Agreement, and upon receipt of such notice, the Government shall undertake

Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Government may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Government may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Government expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Concessionaire Default

3.3.1 Upon occurrence of a Concessionaire Default, the Government shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the Government within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Government shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Government shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

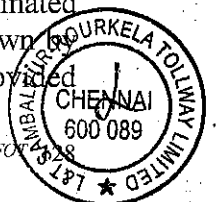
3.4 Procedure for substitution

3.4.1 The Government and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Government under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project Highway including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Government under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Government for shortlisting the bidders for award of the Concession; provided

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 in the State of Odisha to be executed as BOT (Toll) project on DBFO pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



that the Lenders' Representative may represent to the Government that all or any of such criteria may be waived in the interest of the Project, and if the Government determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Government to:

- (a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project Highway in accordance with the provisions of the Concession Agreement;
- (b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and
- (c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Government has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Government, the Nominated Company shall be deemed to have been accepted. The Government thereupon shall transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Government, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

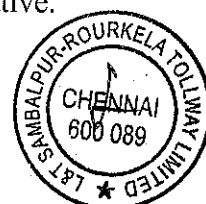
3.5 Selection to be binding

The decision of the Lenders' Representative and the Government in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Government taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Government and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Government or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

*Chief Engineer
DPI & Roads
Odisha, Bhubaneswar*



The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5 TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Government to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Government shall undertake Termination under and in accordance with the provisions of Article 37 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Government is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Government may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of Debt Due

The Government and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- (a) Termination of the Agreement; or
- (b) no sum remains to be advanced and no sum is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

- 7.1.1 The Concessionaire will indemnify, defend and hold the Government and the Lenders' Representative harmless against any and all proceedings, actions and



third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

- 7.1.2 The Government will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Government to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Government, its officers, servants and agents.
- 7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

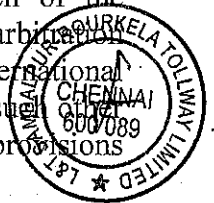
8 DISPUTE RESOLUTION

8.1 Dispute resolution

- 8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Government, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

D2

Chief Engineer



- 8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Bhubaneswar and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Bhubaneswar shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Government 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 Government 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).


9.3 Priority of agreements

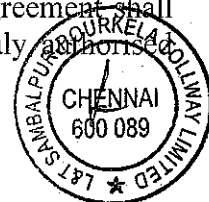
In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver





9.5.1 Waiver by any Party of a default by another 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.

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

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

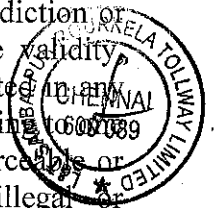
9.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties 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, shall 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.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 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 dispute resolution under Clause 8 of this Agreement or otherwise.



9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

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



De
Chief Engineer
DPI & Roads

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the day of 20..... hereunto affixed in the presence of, Director, who has signed these presents in token thereof and, Company Secretary / Authorised Officer who has countersigned the same in token thereof in the presence of^{\$}:

SIGNED, SEALED AND DELIVERED
For and on behalf of
THE GOVERNMENT OF *** by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED

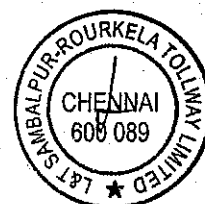
For and on behalf of
SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax)
(e-mail address)

In the presence of:

1.

2.



^{\$} To be affixed in accordance with the articles of association of the Concessionaire.



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

CONCESSION AGREEMENT

**Four-Laning with Paved Shoulders of Sambalpur-
Rourkela Section of SH-10 from Km 4.900 to 167.900
Km in the State of Odisha to be Executed as BOT (Toll)
Project On DBFOT Pattern**

BETWEEN

GOVERNMENT OF ODISHA, WORKS DEPARTMENT

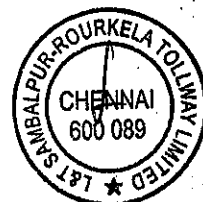
AND

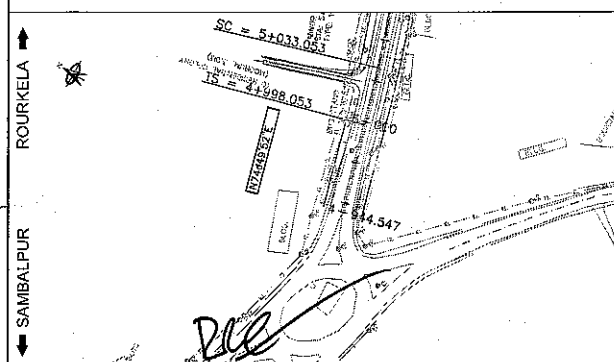
L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

**VOLUME II - A
SCHEDULES - DRAWINGS**

NOVEMBER, 2013

[Signature]
Chief Engineer
DPI & Roads
Odisha Bhubaneswar

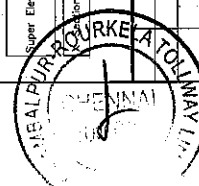


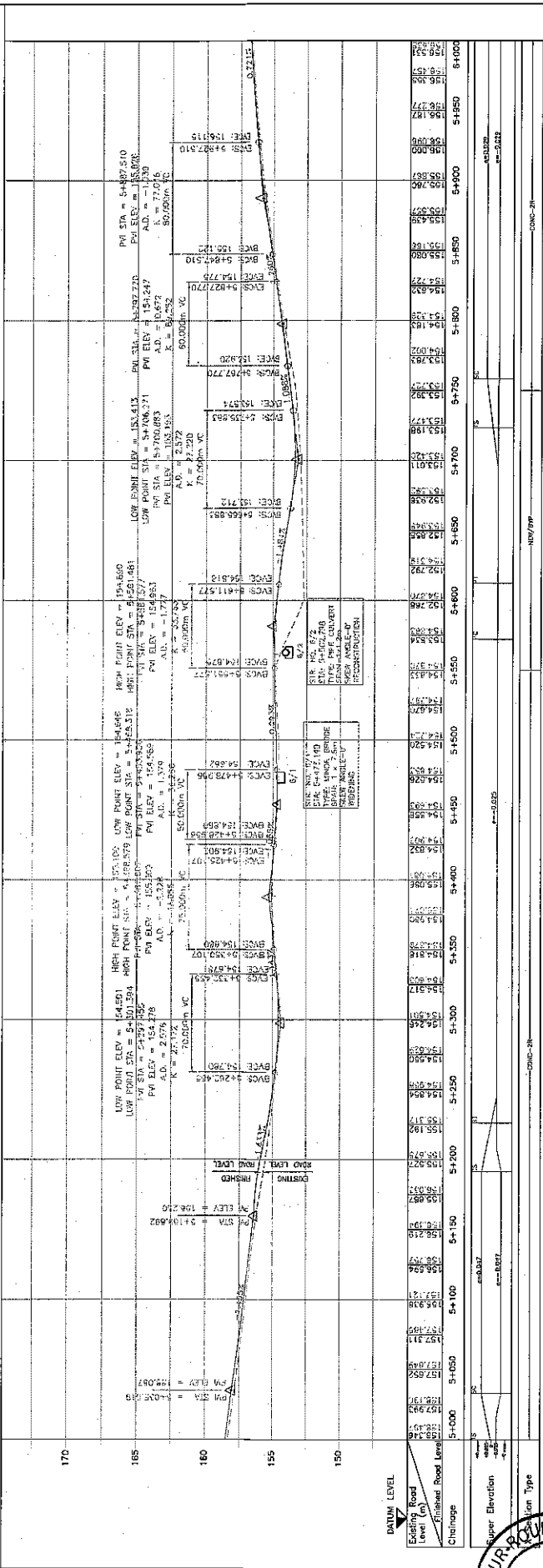
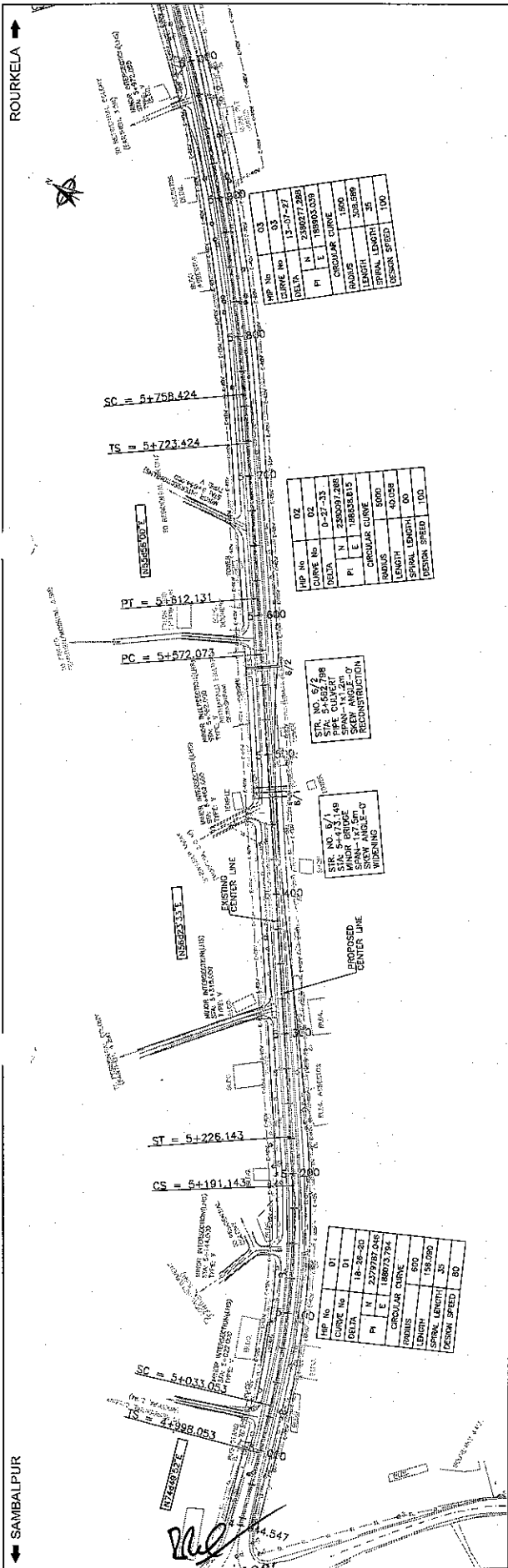


Chief Engineer
DPI & Roads
Odisha Bhubaneswar

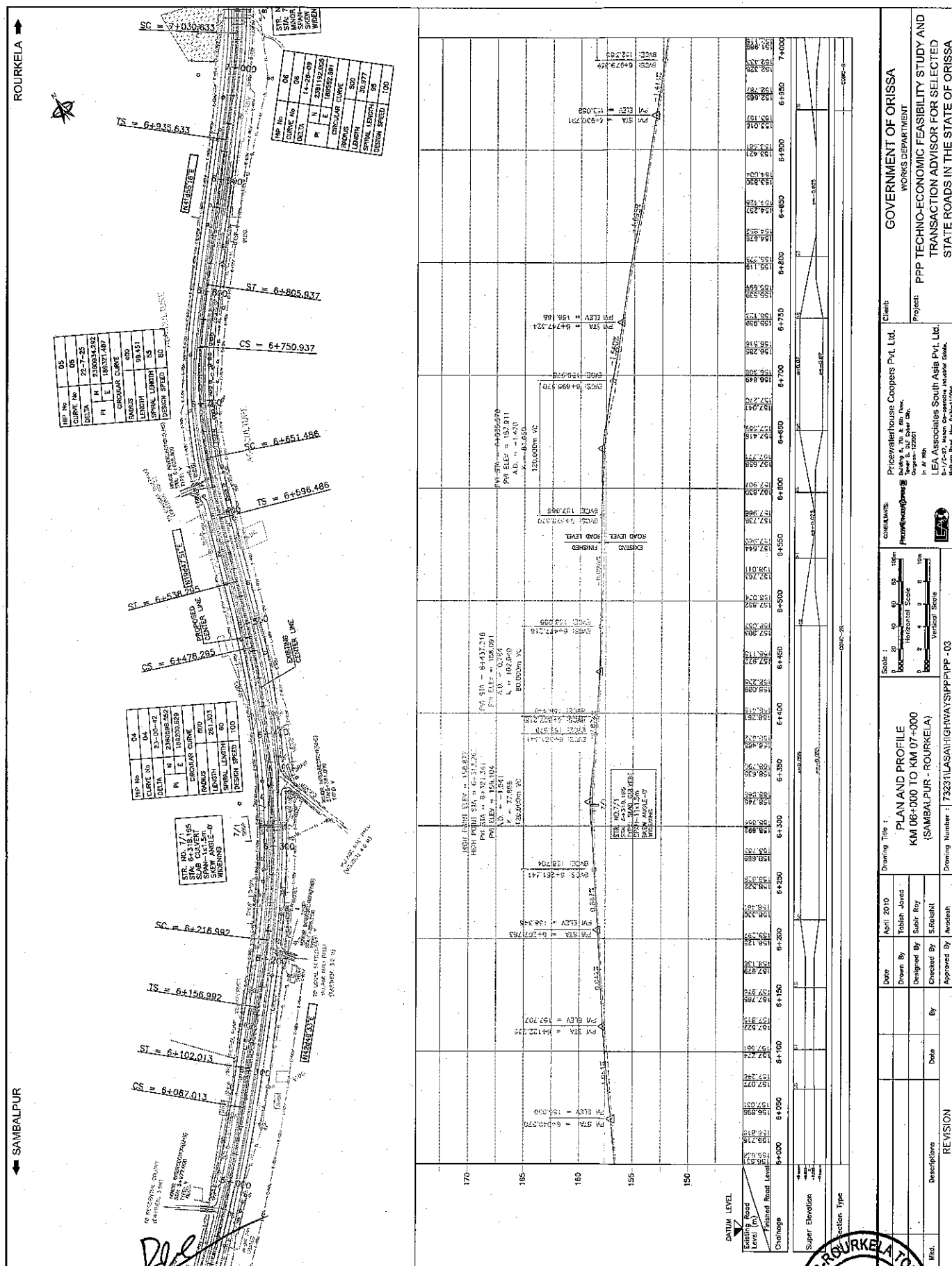
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| 165 | 167.11 | 167.11 | 150 | 0.00 | 0.00 |
| 160 | 167.11 | 167.11 | 150 | 0.00 | 0.00 |
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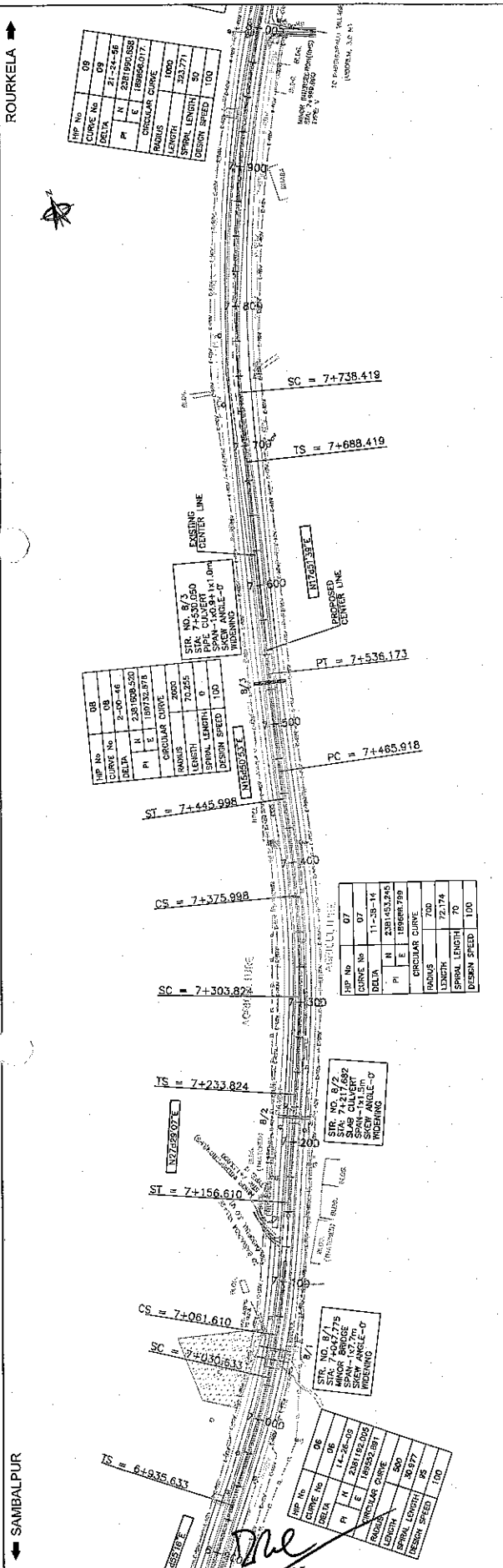
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| Client | | Pricewaterhouse Coopers Pvt. Ltd. | | GOVERNMENT OF ORISSA WORKS DEPARTMENT | |
| Project | | LEA Associates South Asia Pvt. Ltd. 9-1/2-17, Main Co-operative Industrial Estate, Vandura Road, New Bhubaneswar | | PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Drawing Title : | | PLAN AND PROFILE KM 04+944.547 TO KM 05+000 (SAMBALPUR - ROURKELA) | | Scale : | |
| Date | | April 2010 | | Horizontal Scale : 1:1000 Vertical Scale : 1:100 | |
| Drawn By | | Tushar Jyoti | | | |
| Designed By | | Sudip Roy | | | |
| Checked By | | S. Rishant | | | |
| Approved By | | Anandesh | | | |
| By | | Date | | REVISION | |
| Med. | | Description | | | |






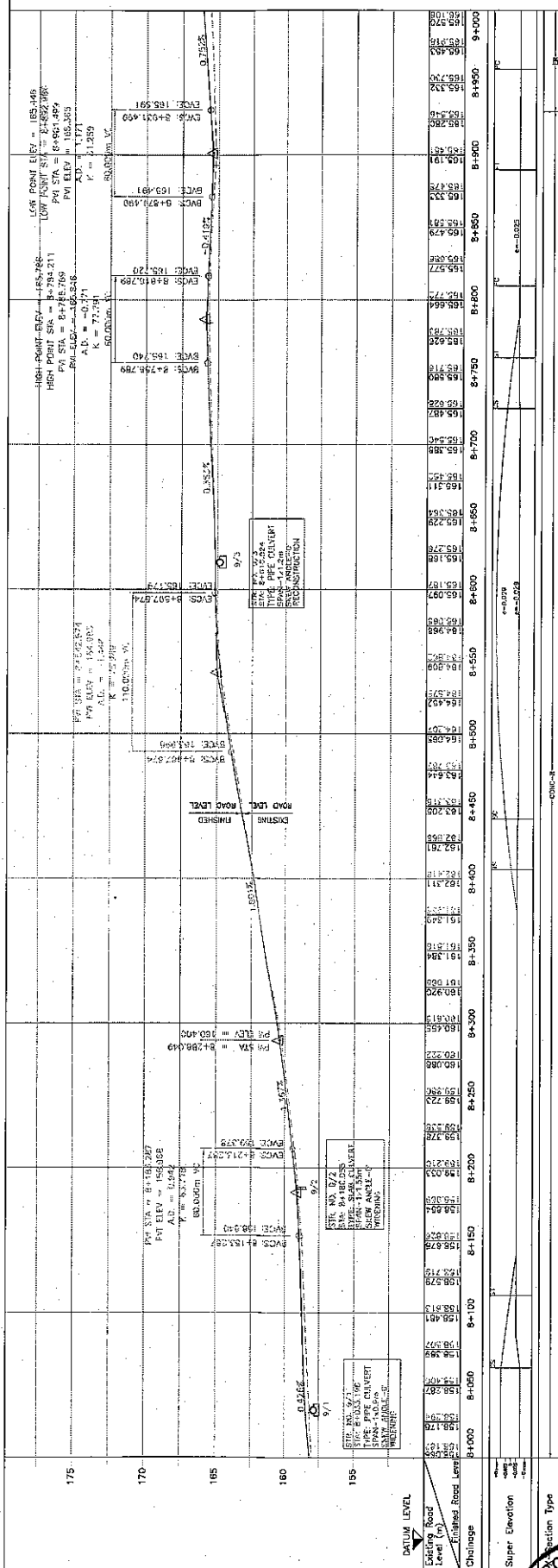
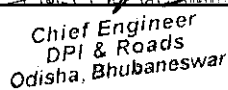


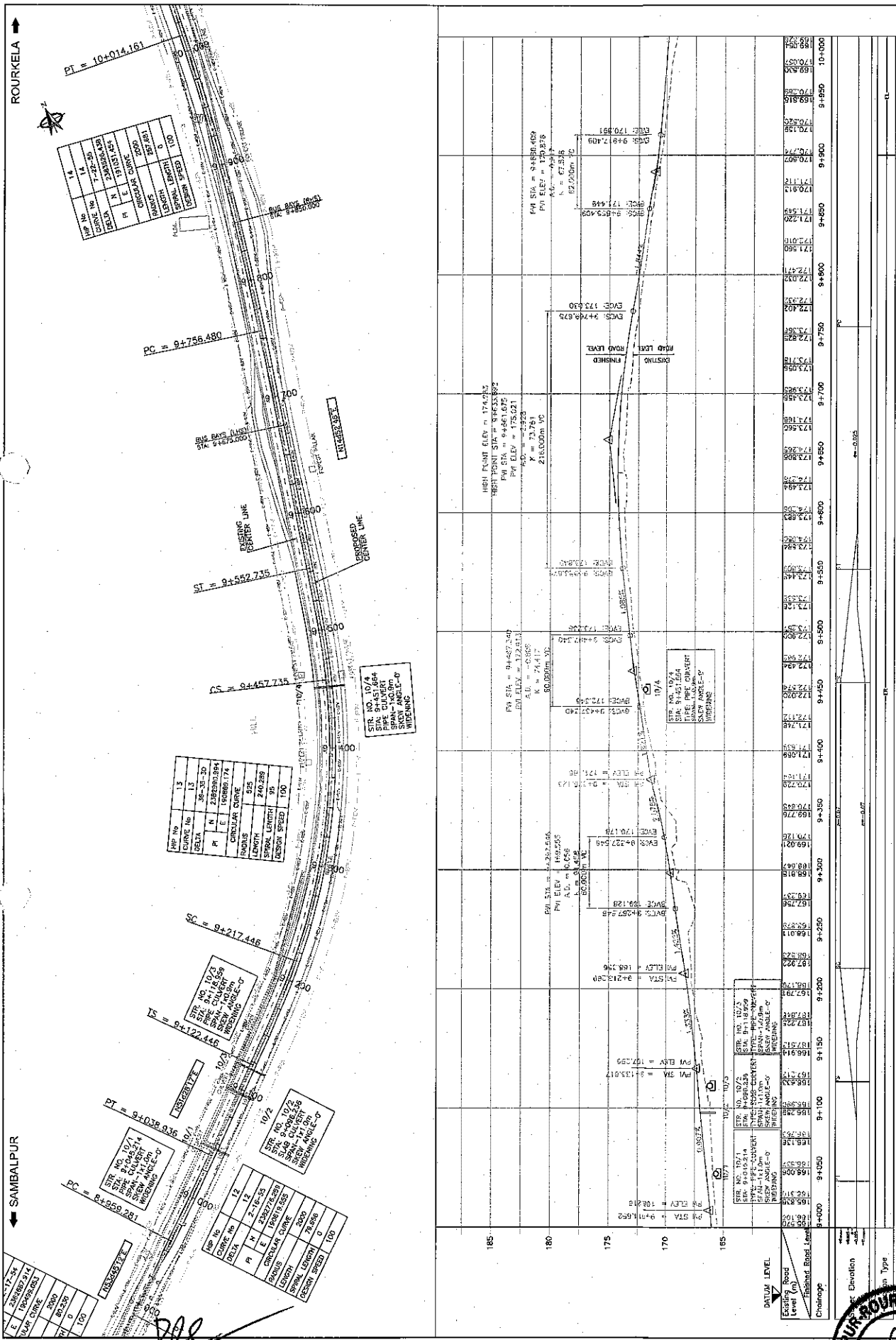
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|---|------------|-------------|----------------|
| KM 05+000 TO KM 06+000 (SAMBALPUR - ROURKELA) | | | |
| Drawing Number : 73231(LASAHIGHWAYS)PP-PP-02 | | | |
| Date | April 2010 | Drawn By | Tanish Jaiswal |
| Designed By | Saib Roy | Checked By | Sridhakt |
| By | | Approved By | Arundhan |
| REVISION | | | |
| <div style="display: flex; justify-content: space-between;"> <div> <p>Chief Engineer DPI & Roads Odisha, Bhubaneswar</p> </div> <div> <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> </div> </div> | | | |



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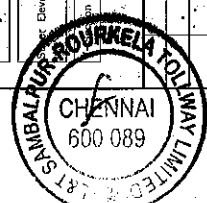
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| Mod. | Description | Date | By | Approved By | Drawing Number : 73231LASA/HIGHWAYS/PP/PP - 04 | PLAN AND PROFILE | | Scale :   |  PricewaterhouseCoopers Pvt. Ltd. Building 9, 7th & 8th Floor, Tower 1, IIF Tower City, Bangalore - 560 001 Karnataka | Client : GOVERNMENT OF ORISSA WORKS DEPARTMENT Project : PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| | | | | | | Date : April, 2010 Drawn By : Tushish Javed Designed By : Subir Roy Checked By : S. Ravehitt Approved By : Anandh | | | | |

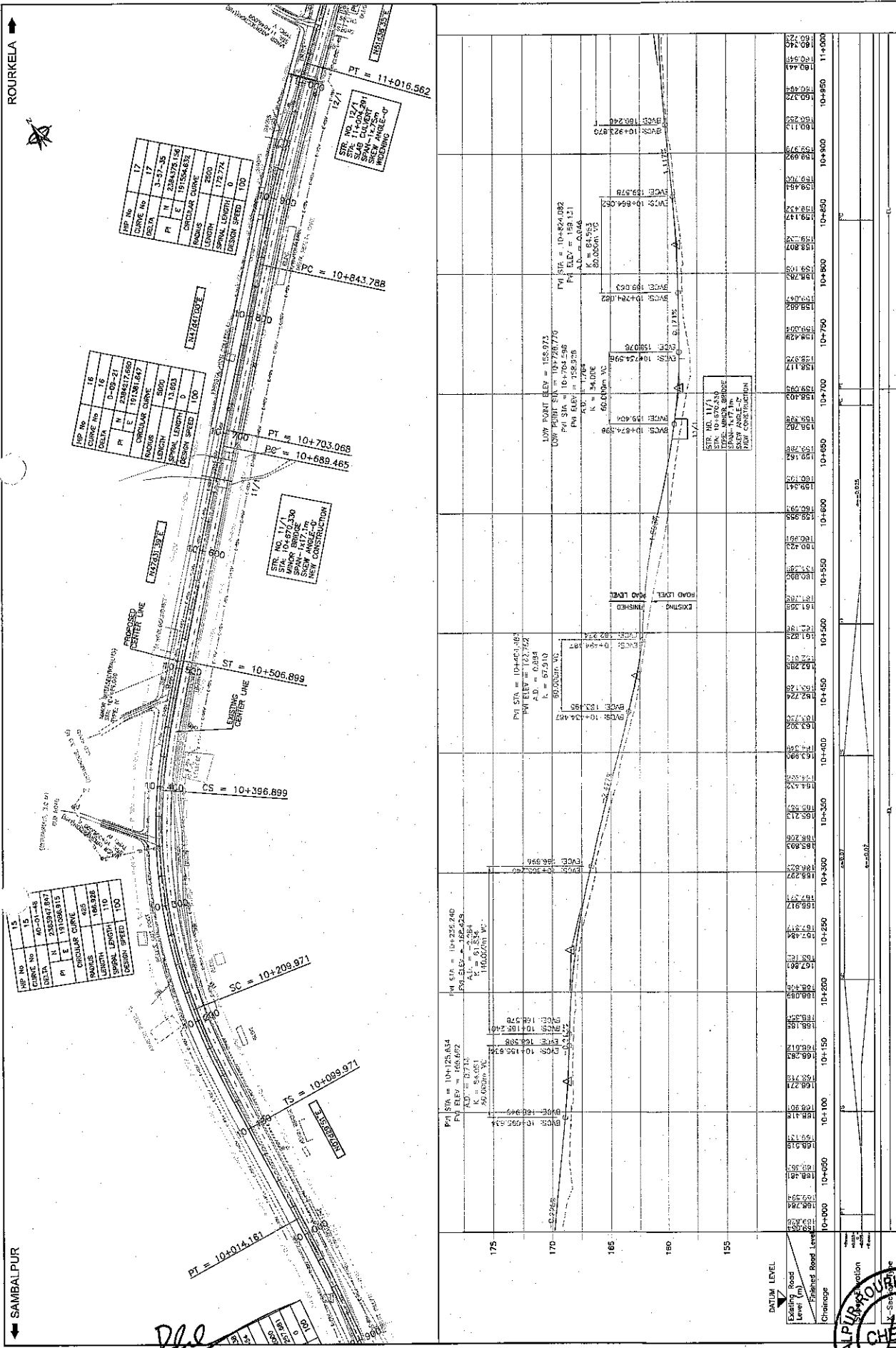
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| GOVERNMENT OF ORISSA WORKS DEPARTMENT Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | | | | | | | | | | | | |
|---|---|------|-------------|------|---|--|--|---|--|--|---|--|--|
| Client: PricewaterhouseCoopers Pvt. Ltd. Consultant: PricewaterhouseCoopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | Drawing Title: PLAN AND PROFILE KM 08+000 TO KM 10+000 (SAMBALPUR - ROURKELA) Drawing Number: 732311ASAHIGHWAYSIPPP-06 | | | | | | | | | | | | |
| Date: April 2010 Drawn By: Tushar Javed Designed By: Sushir Roy Checked By: S.S. Sankh Approved By: Anandh | Date: April 2010 Drawn By: Tushar Javed Designed By: Sushir Roy Checked By: S.S. Sankh Approved By: Anandh | | | | | | | | | | | | |
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| No. | Description | Date | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

CONSULTANTS:
Pricewaterhouse Coopers Pvt. Ltd.

Scale : 0 20 40 60 80 100m

Title : PLAN AND PROFILE
KM 10+000 TO KM 11+000
(SAMRAI PIUR - ROUKHIA)

Drawing Title :

| | |
|-------------|--------------|
| Date | April 2010 |
| Drawn By | Tabish Javed |
| Designed By | Subir Roy |
| Checked By | S.Rokshi |
| Approved By | Arndesh |

| | | |
|--|------|----|
| | Date | By |
|--|------|----|

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| Mkt. | Description |
|------|-------------|
| | |

TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

EA Associates South Asia Pvt. Ltd.,
100-101/E-27, Station Co-operative Industrial Estate,
Sector 8, D.F. Cyber City,
Gurgaon-122001



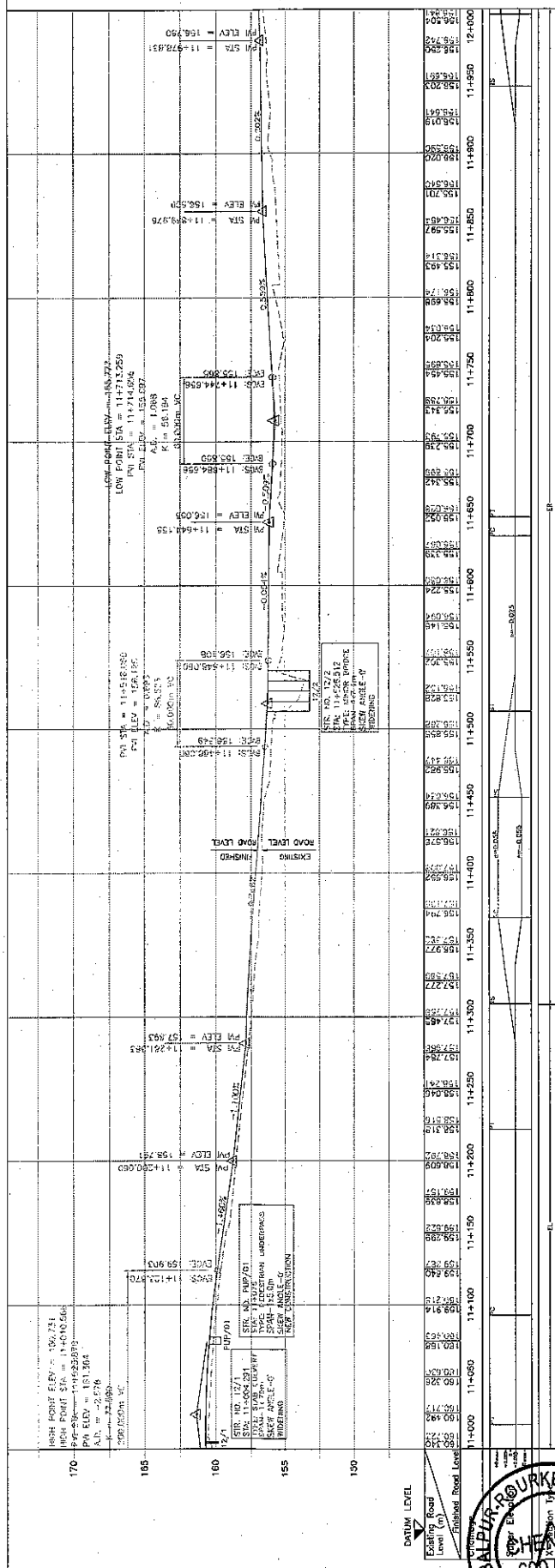
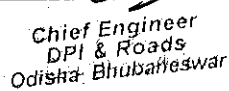
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| 1000-3 V | (SAMBALPUR - ROURKELA) |
| | Drawing Number : 73231ILASAIHIGHWAYSIPPP/PP - 07 |

| | |
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| Checked By | S.Rokshil |
| Approved By | Avndesh |

| | |
|------|----|
| Date | By |
|------|----|

REVISION

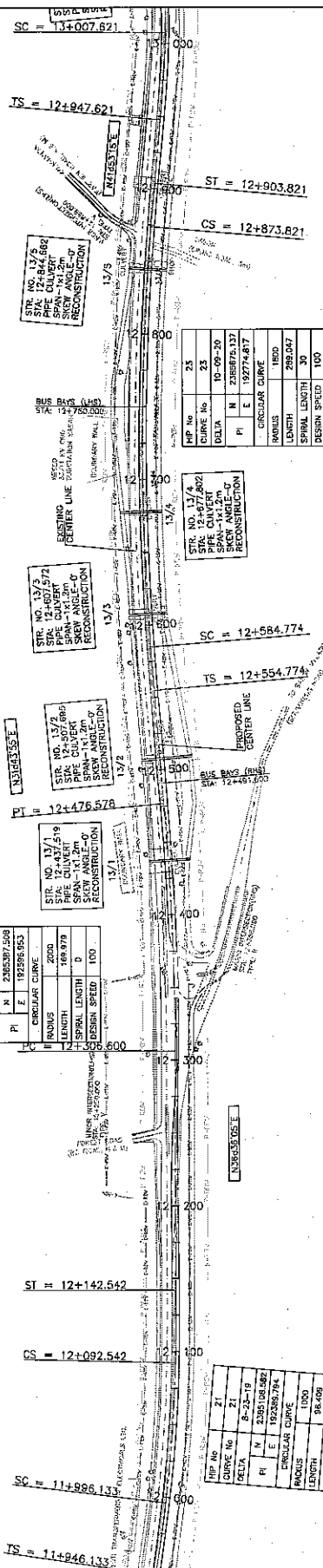
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ROURKELA

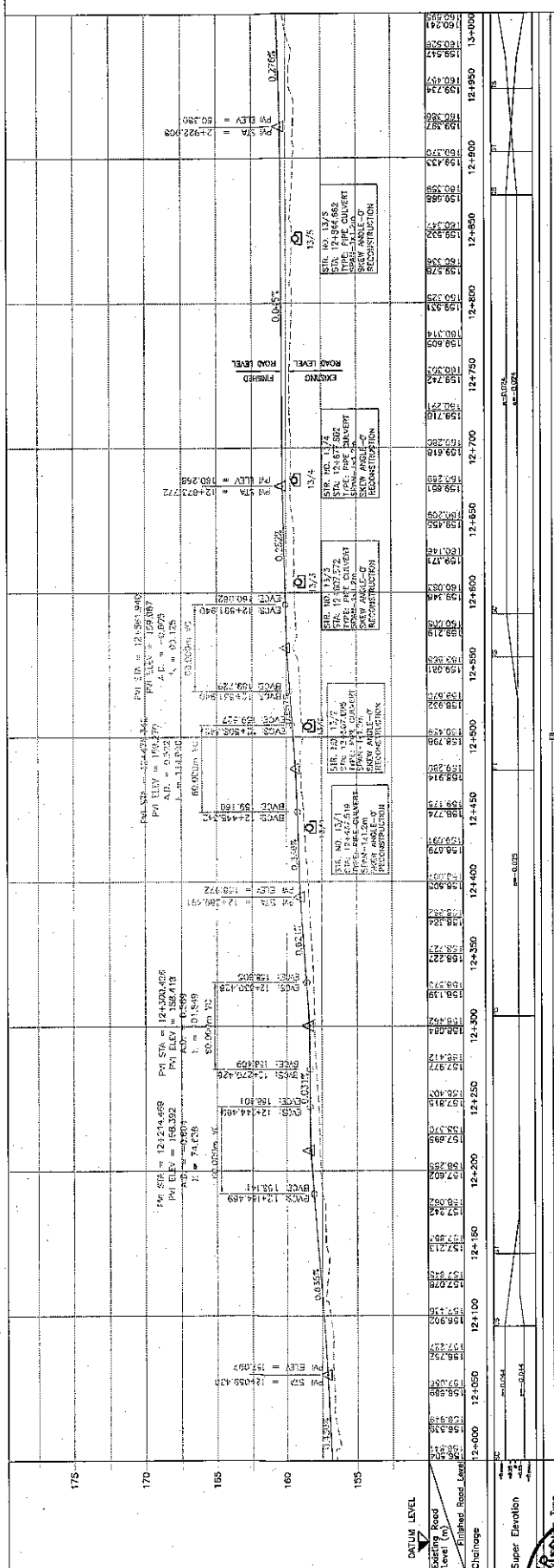
SAMBALPUR

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| CURVE No | 22 |
| DELTA | 4-52-10 |
| PI | E 12286.953 |
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| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |



| HP No | 21 |
|---------------|-------------|
| CURVE No | 21 |
| DELTA | 8-23-19 |
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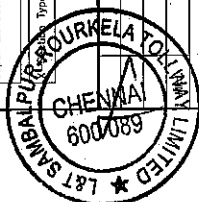
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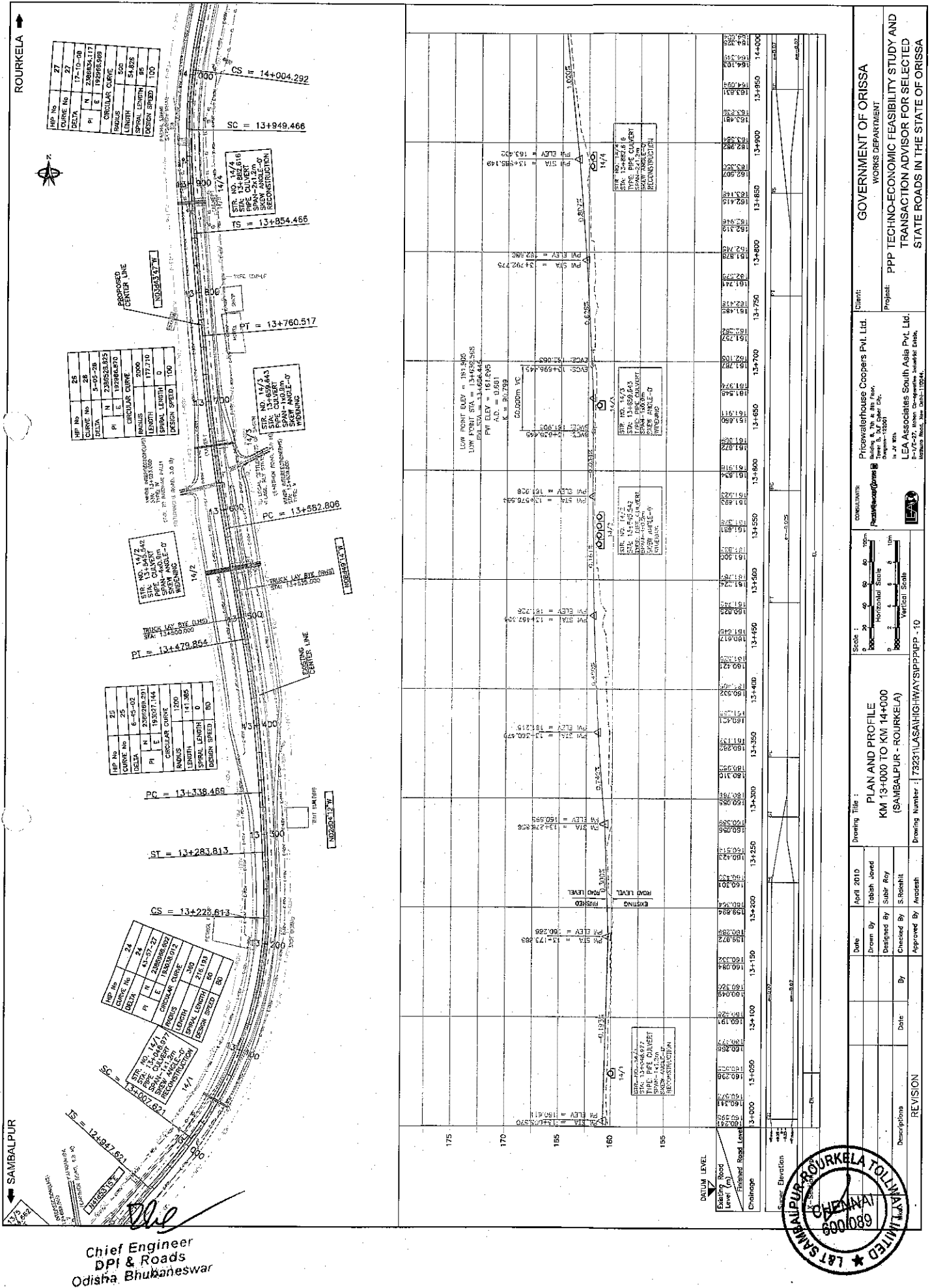
GOVERNMENT OF ORISSA
WORKS DEPARTMENTClient: Price Waterhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSAScale: 1:1000
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KM 12+000 TO KM 13+000
(SAMBALPUR - ROURKELA)

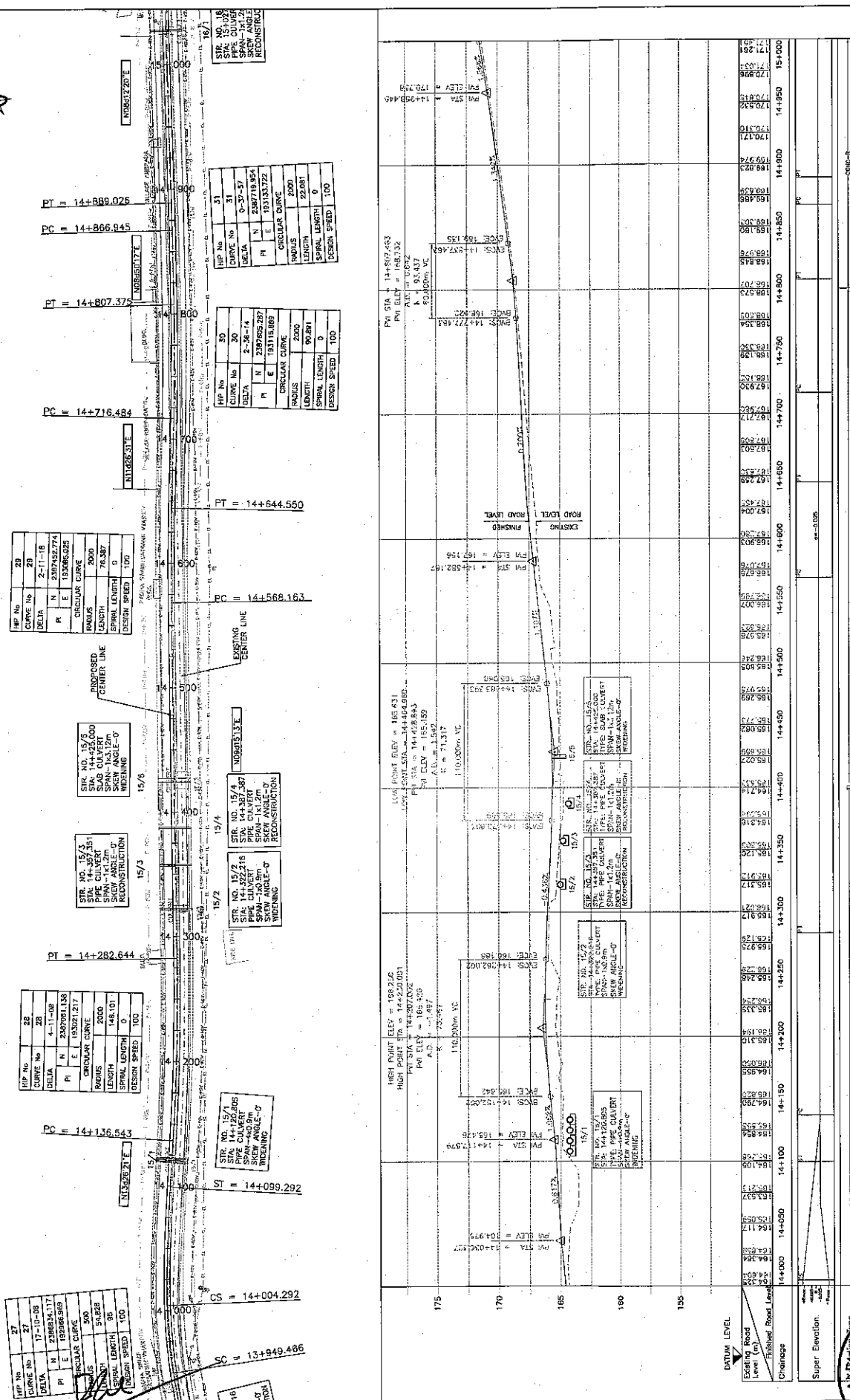
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Date: April 2010
Drawn By: Tushar Jena
Designed By: Subir Roy
Created By: Siddhant
Approved By: Avadhut

REVISION

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar






Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

CONSULTANTS:
Pricewaterhouse Coopers Pvt. Ltd.
Building 2, 7th & 8th Floors,
22, Connaught Place, New Delhi 110029

Scala : 

le : **PLAN AND PROFILE**

Drawing Title : PL

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April 2011
Tobias J.

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| Date | Drawn |
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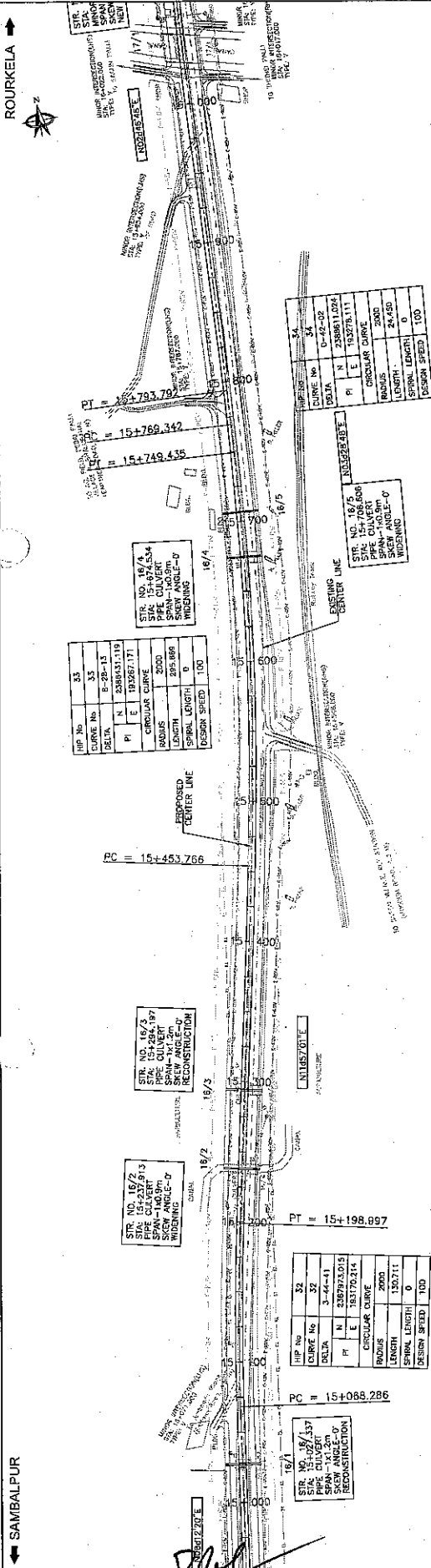
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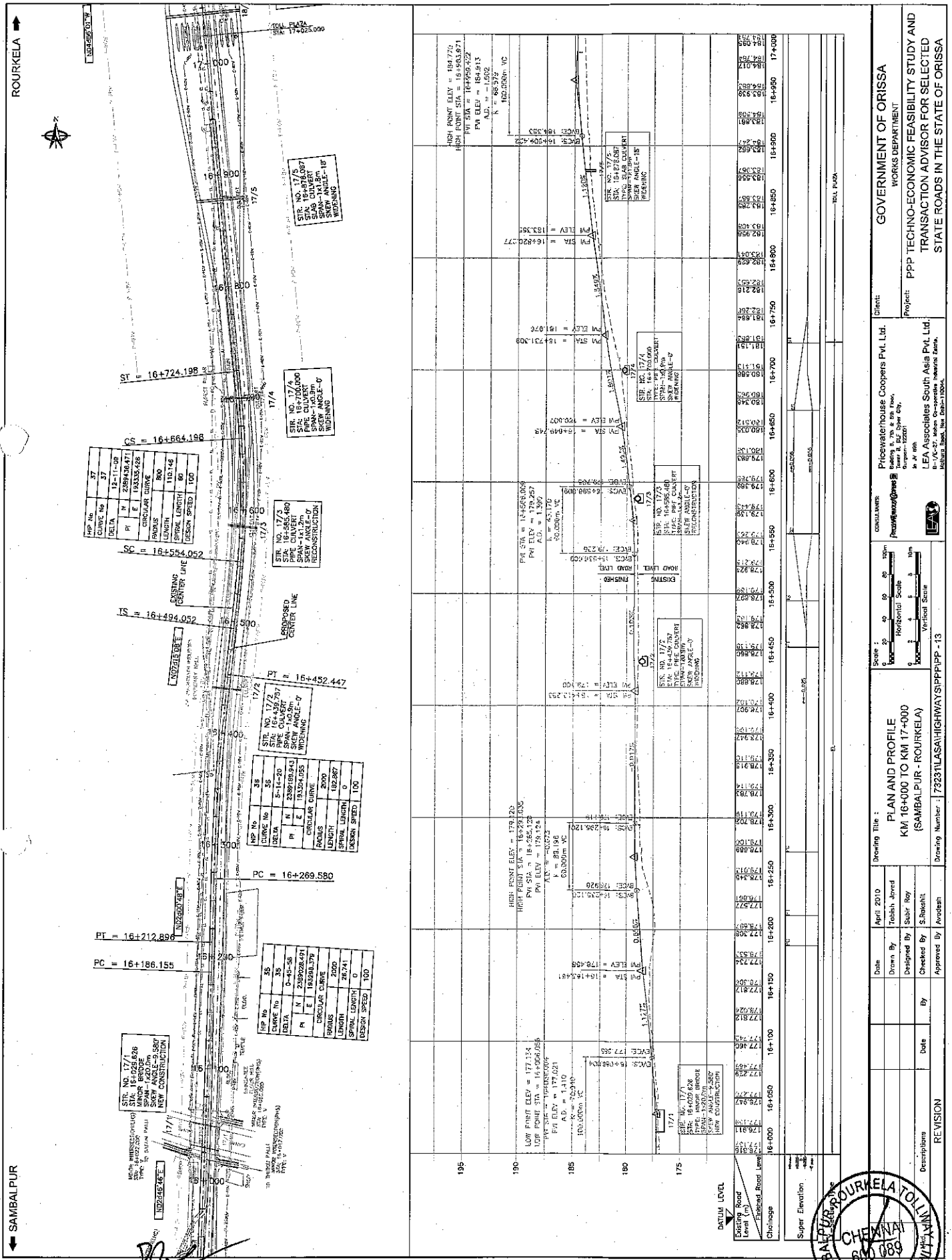
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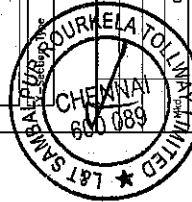
103

187





Chief Engineer
 DPI & Roads
 Odisha Bhubaneswar



GOVERNMENT OF ORISSA
 WORKS DEPARTMENT

Client: Pricewaterhouse Coopers Pvt. Ltd.
 Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

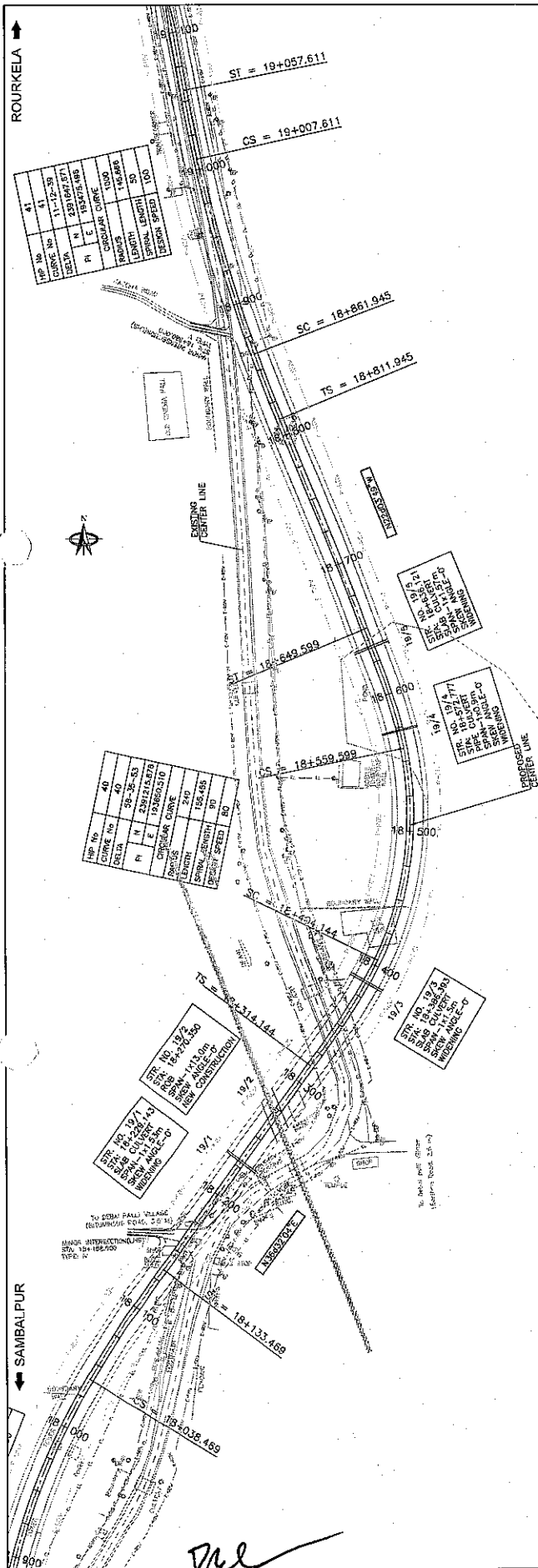
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 Date: April 2010
 Drawn By: Tushar Jyoti
 Designed By: Suir Roy
 Checked By: S. Sankhita
 Approved By: Anvesh

Drawing Title: PLAN AND PROFILE
 KM 16+000 TO KM 17+000
 (SAMBALPUR - ROURKELA)

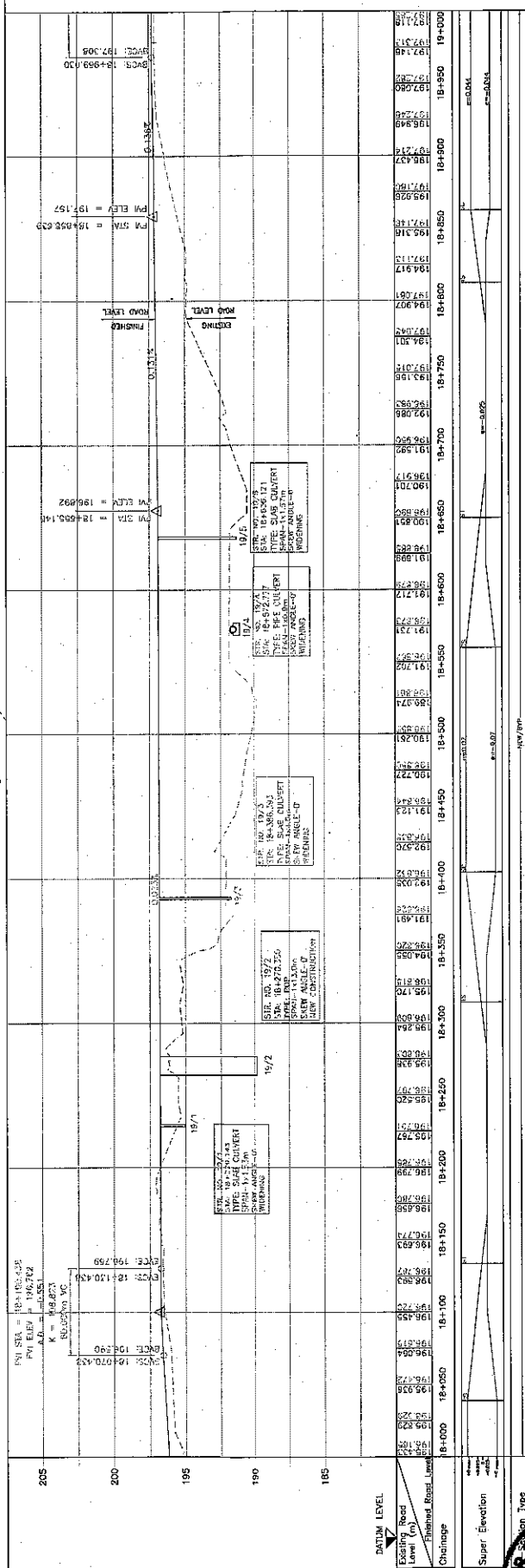
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REVISION

ST. LOUIS TOLLWAY



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



GOVERNMENT OF ORISSA
WORKS DEPARTMENT

PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: PPP Techno-Economic Feasibility Study and Transaction Advisor for Selected State Roads in the State of Orissa

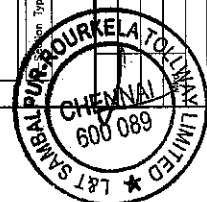
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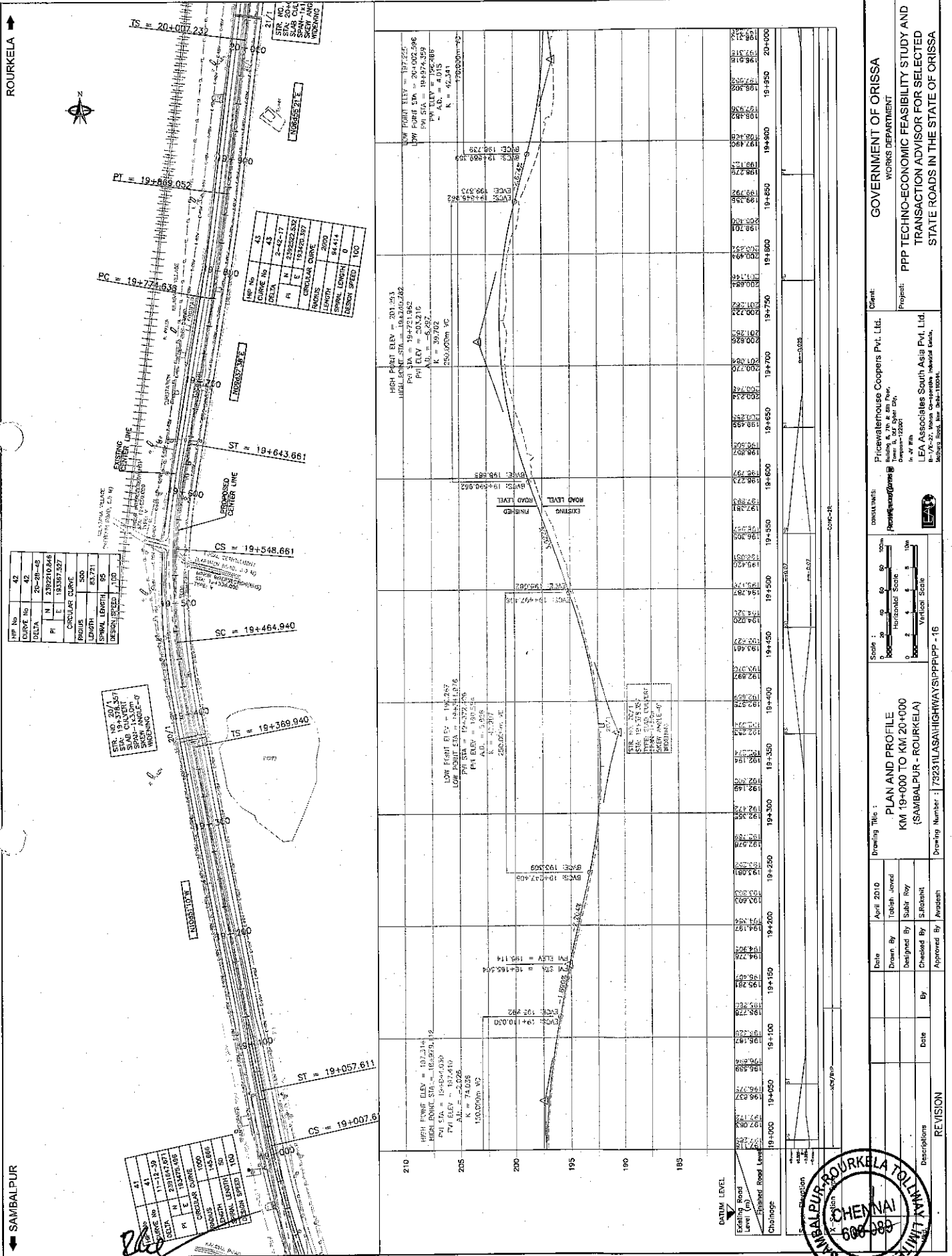
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KM 18+000 TO KM 19+000
(SAMBALPUR - ROURKELA)

Drawing Number: 73231/ASA/HIGHWAYS/PPP-15

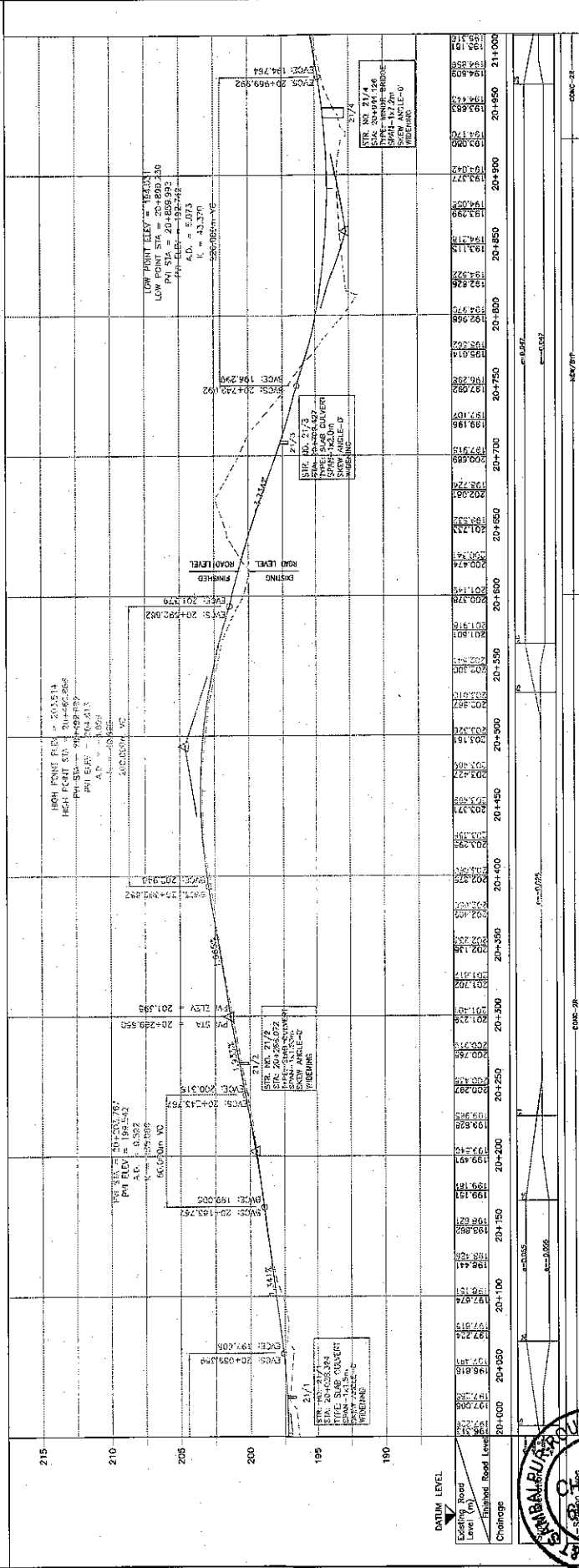
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Drawn By: Tabish Javed
Designed By: Subir Roy
Checked By: S.Rahimt
Approved By: Avadesh

REVISION










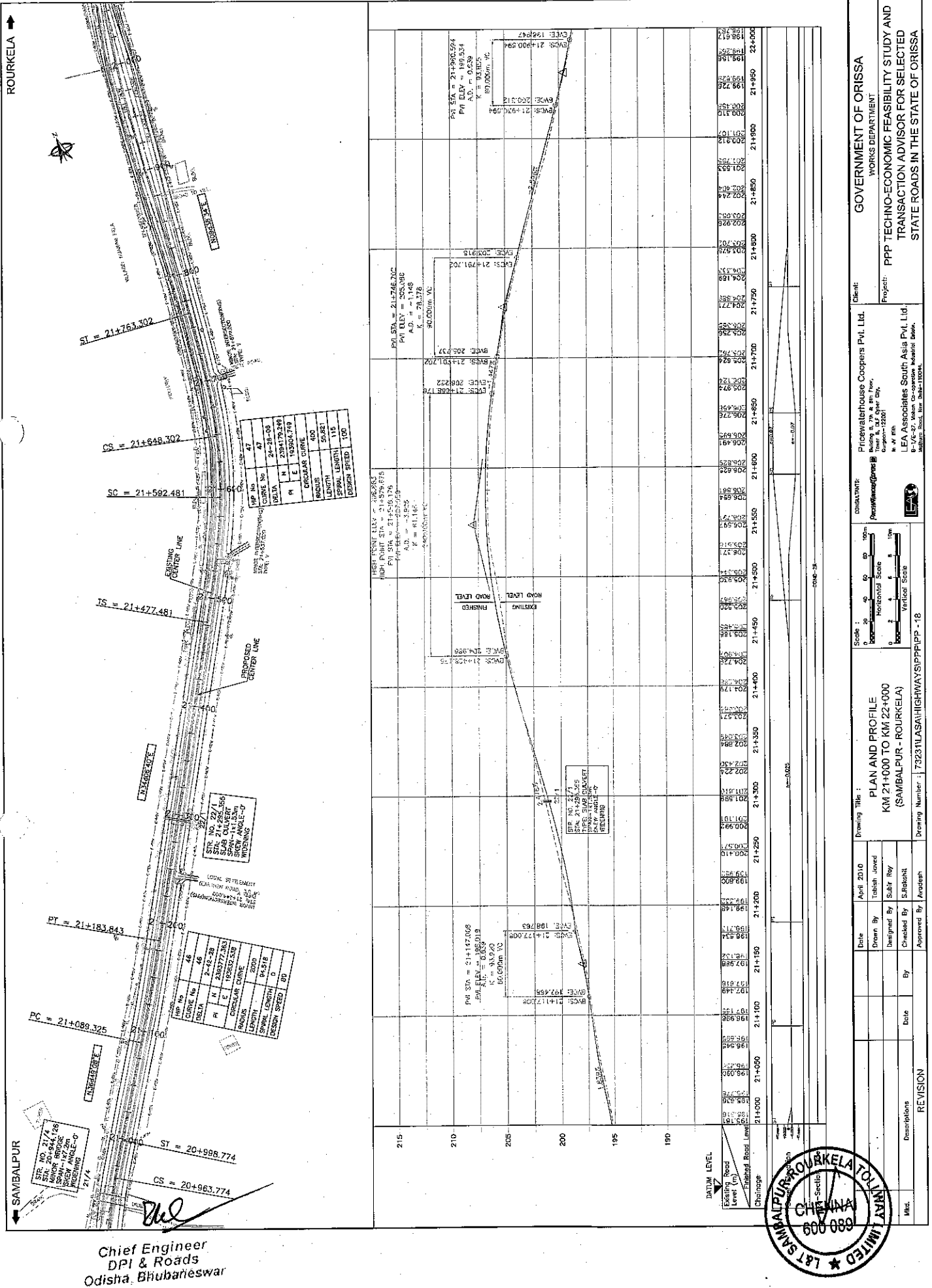


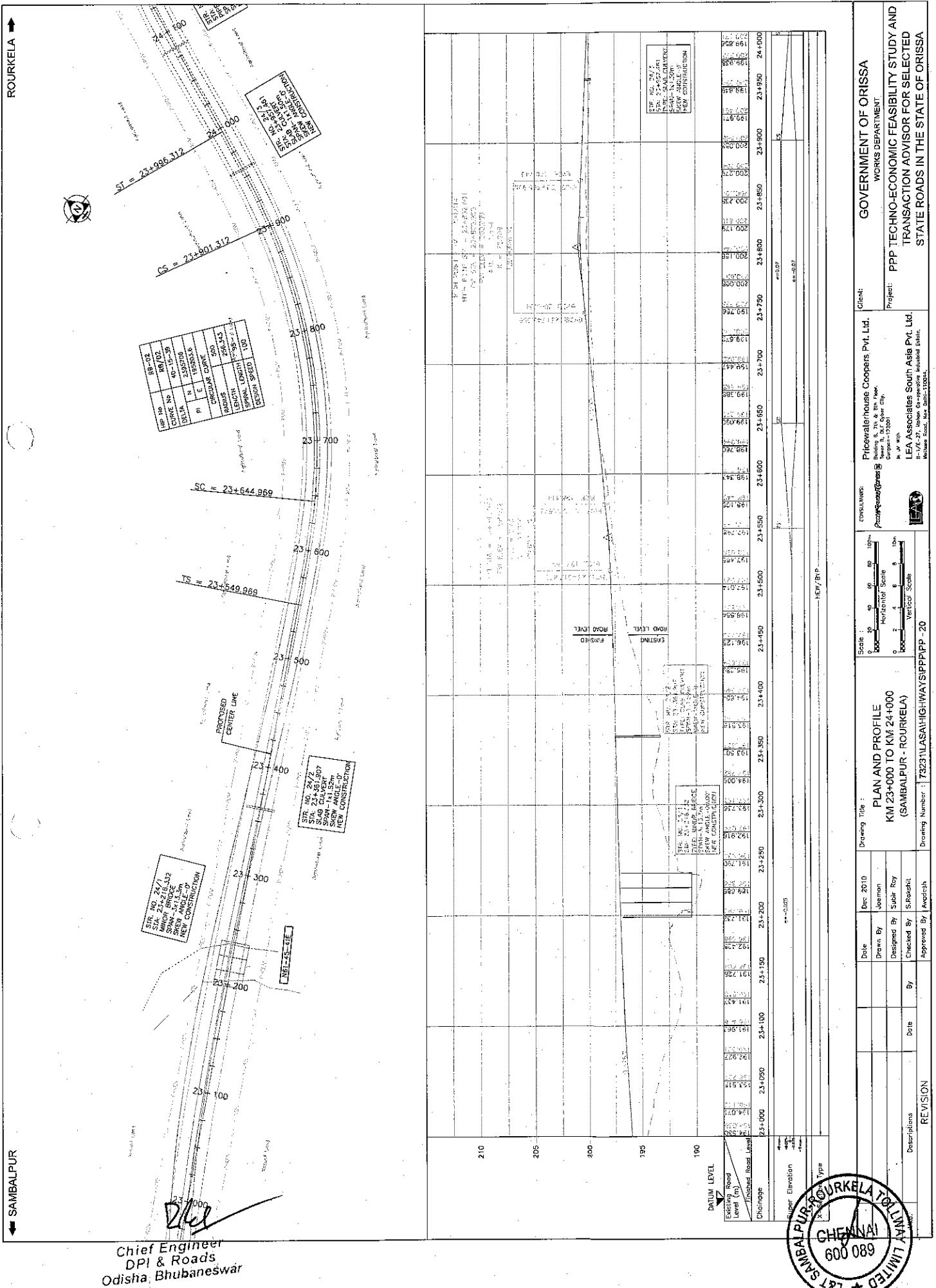
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



A circular stamp from the Chennai Port Trust. The outer ring contains the text "CHENNAI PORT TRUST" at the top and "CHENNAI" at the bottom. In the center, there is a date stamp "18/11/87" and a handwritten number "300-088" below it. The stamp is slightly tilted and has a textured, aged appearance.

| | | | |
|---|--|--|---|
|  | GOVERNMENT OF ORISSA WORKS DEPARTMENT | | Client: Pricewaterhouse Coopers Pvt. Ltd. Building 5, 7th & 8th Floor, Tower B, 537, Open City, Sector 10, Gurgaon-122001 Haryana, India |
| | PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | Project: LEA Associates South Asia Pvt. Ltd. 8-1/2-22, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044 |
| Scale :   | | CONSULTANTS   | |
| Drawing Title : PLAN AND PROFILE KM 20+000 TO KM 21+000 (SAMBALPUR - ROURKELA) | | Scale :   | |
| Date | April 2010 | Drawing Number : 73231\ASAHIGHWAYS\PPP\APP - 17 | |
| Drawn By | Tushish Javed | Revision : | |
| Designed By | Sudhir Roy | Approved By : | |
| Checked By | S. Roshni | Approved By : | |
| Date | | Approved By : | |
| By | | Approved By : | |
| Mod. | | Approved By : | |
| Descriptions | | Approved By : | |





ROURKELA →

← SAMBALPUR

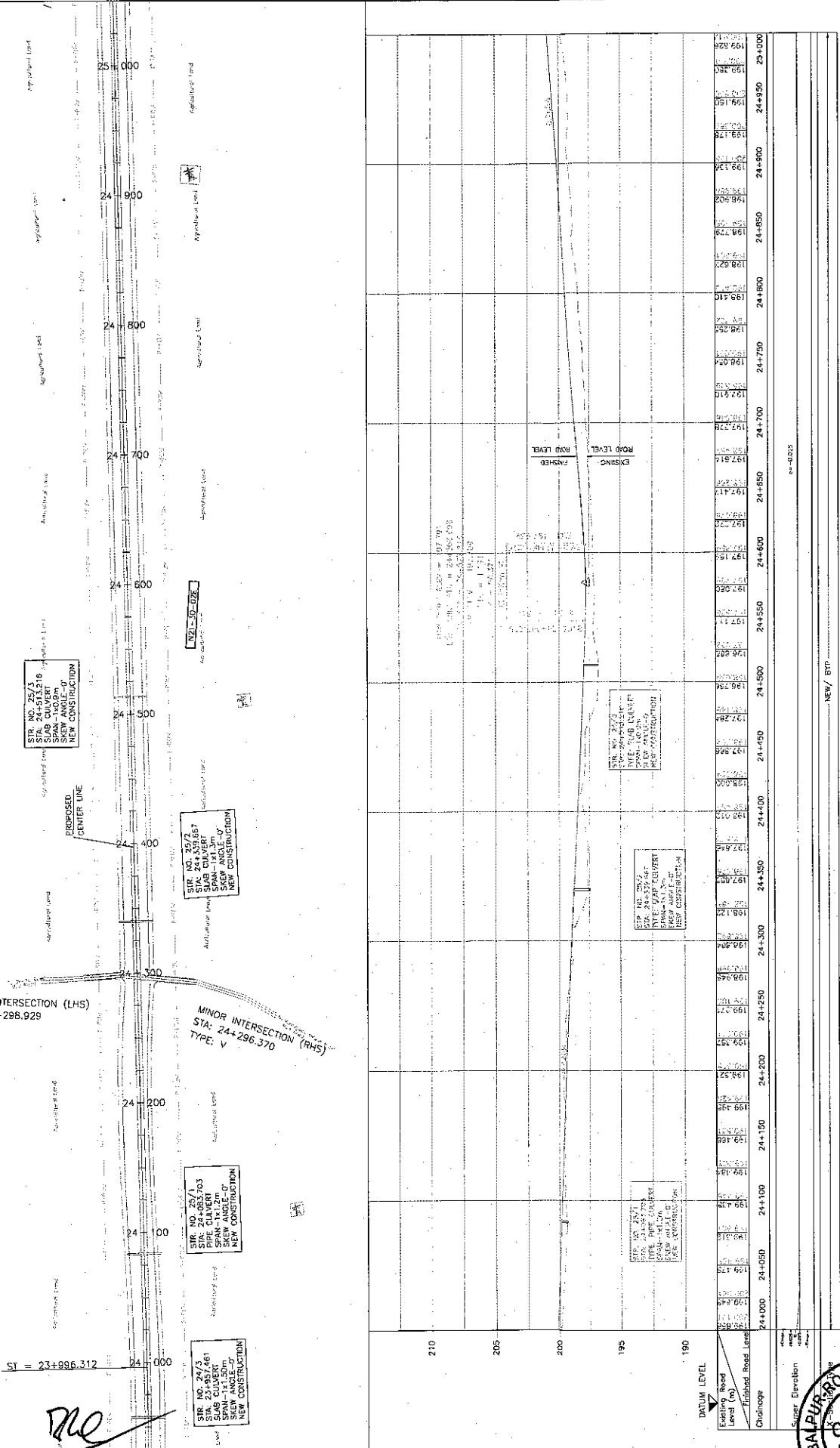


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STA: 24+288.929
TYPE: V

MINOR INTERSECTION (RHS)
STA: 24+296.370
TYPE: V

ST = 23+986.312

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



PLAN AND PROFILE
KM 24+000 TO KM 25+000
(SAMBALPUR - ROURKELA)

Drawing Number : 73231(LASAHIGHWAYS)PPP-21

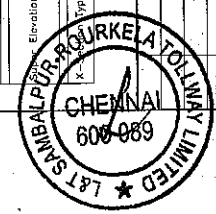
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| Dec 2010 | Jomon | Subir Roy | S/Reshit | Avadash |



GOVERNMENT OF ORISSA
WORKS DEPARTMENT

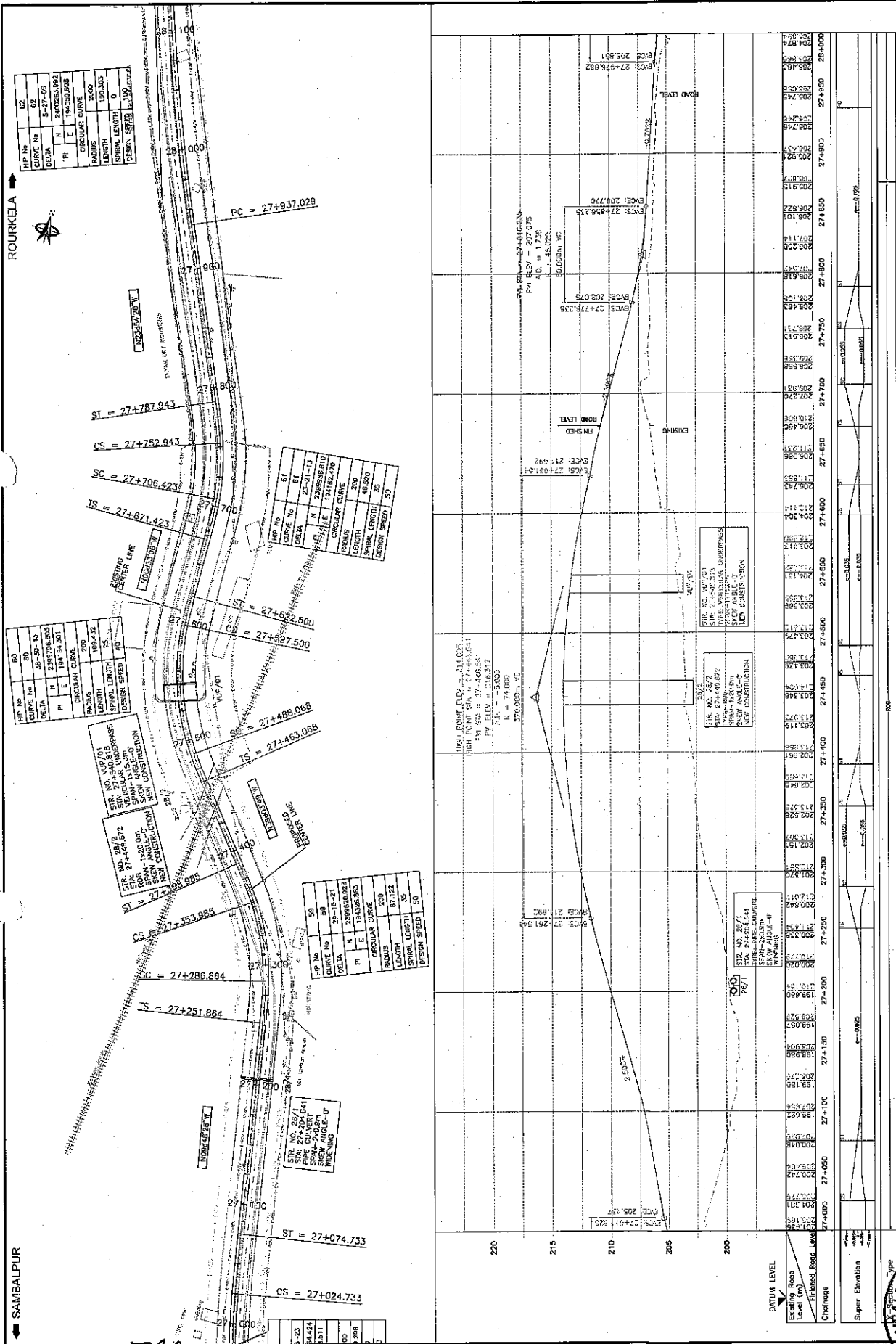
Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Consultants: Pricewaterhouse Coopers Pvt. Ltd.
Address: 8, Old Ober City, Cuttack-751001
LEA Associates South Asia Pvt. Ltd.
Address: 10, New Bhubaneswar, Bhubaneswar-751005





| | | | | | | | | | |
|---|------------|--------------------------|---|------------------------|--|--|---|--|--|
|  | Date By | Descriptions REVISION | Drawing Number : 732311ASA/HIGHWAYS/PPP/PP - 23 | | Drawing Title : PLAN AND PROFILE KM 26+000 TO KM 27+000 (SAMBALPUR - ROURKELA) | Scale : 1" = 20' Horizontal Scale 1" = 10' Vertical Scale | CONSULTANTS  PricewaterhouseCoopers Pvt. Ltd. Building 8, 7th & 8th floor, Cyber City, Gurgaon - 122002 | Client: GOVERNMENT OF ORISSA WORKS DEPARTMENT | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| | | | Checked By Approved By | S.Rewalkit Anandash | | | | | |



Chief Engineer
BPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA

WORKS DEPARTMENT

Client:

Pricewaterhouse Coopers Pvt. Ltd.

CONSULTANTS

Project:

PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

PLAN AND PROFILE

KM 27+000 TO KM 28+000

(SAMBALPUR - ROURKELA)

Drawing Title:

April 2010

Date

Drawn By

Designed By

Checked By

Approved By

By

Date

REVISION

Descriptions

Micro

Scale

Horizontal Scale

Vertical Scale

Drawing Number

73231LASAHIGHWAY/PPP-24

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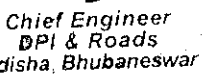
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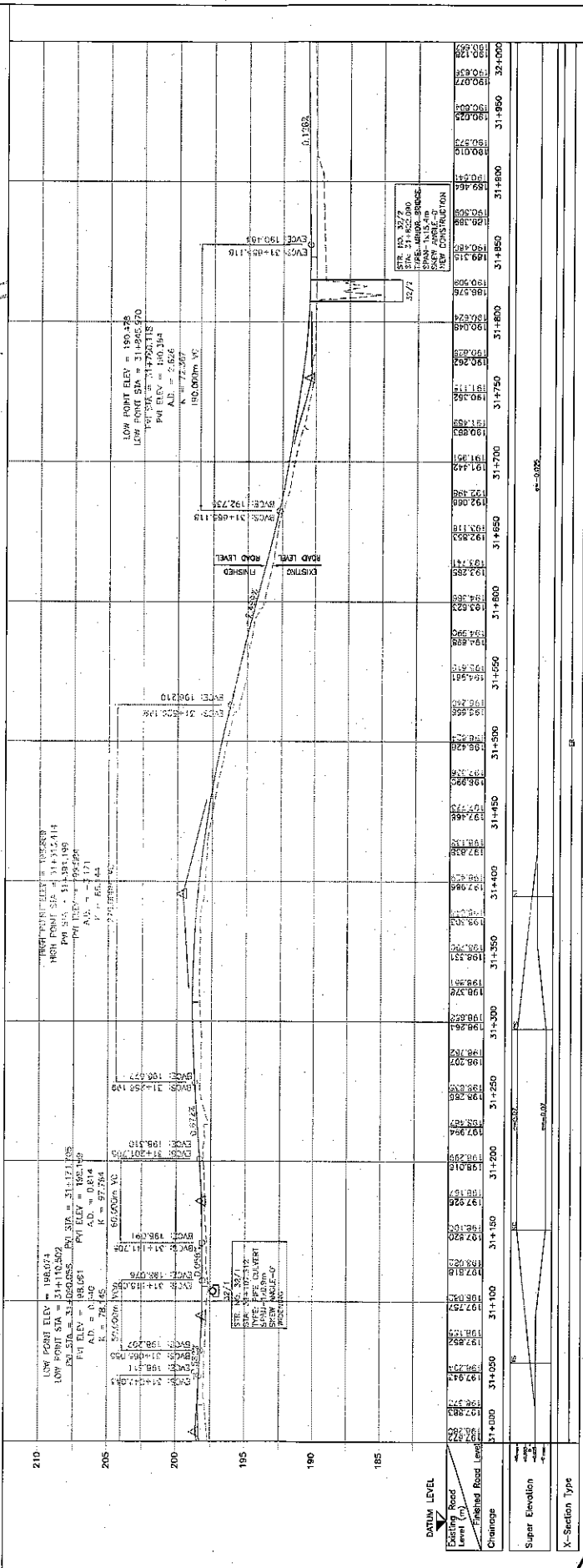
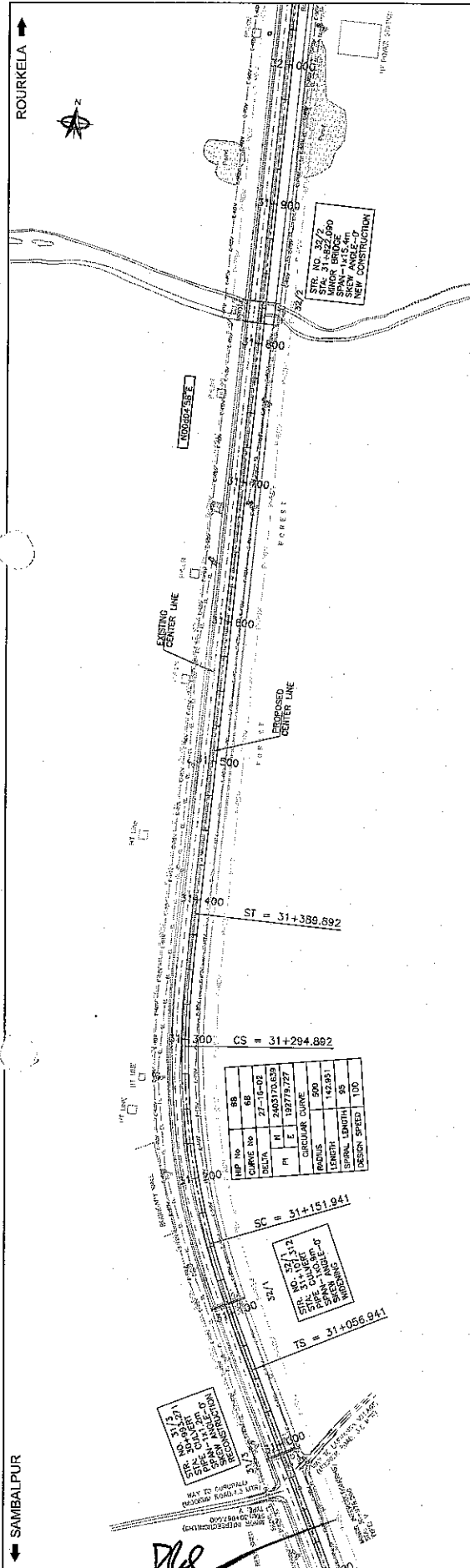
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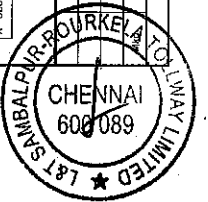
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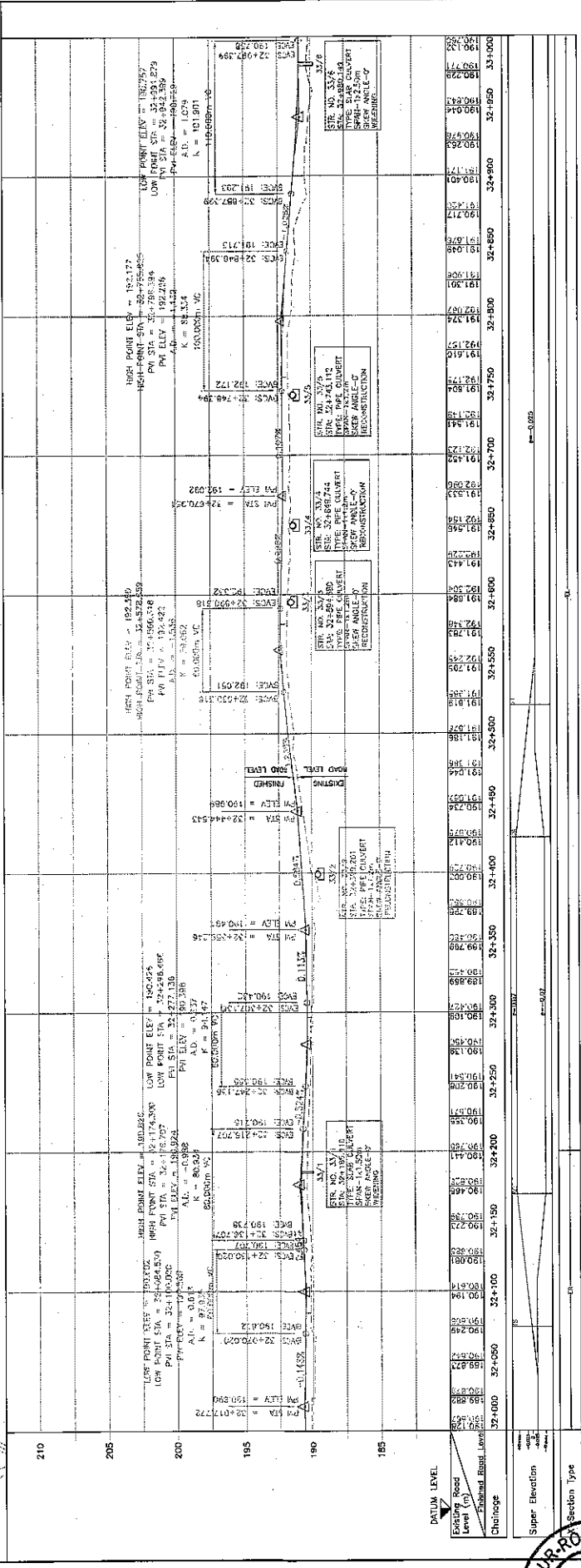
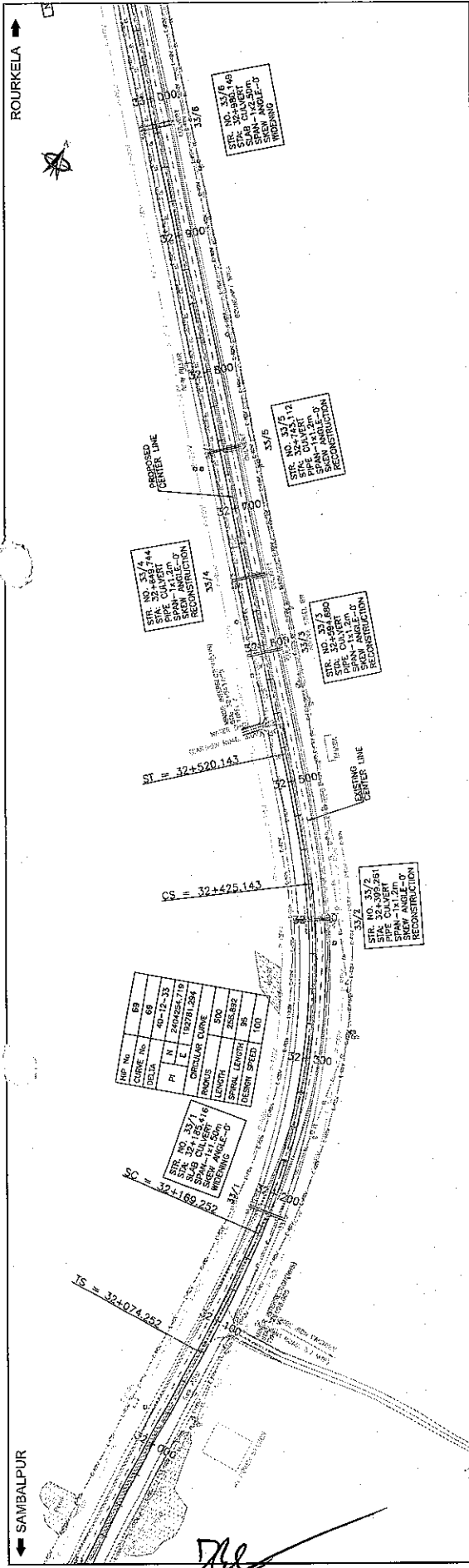
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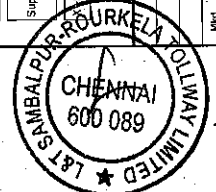
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| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | <p>Client: Pricewaterhouse Coopers Pvt. Ltd.</p> | |
| <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | | <p>Consultants: Pricewaterhouse Coopers Pvt. Ltd.</p> | |
| <p>Drawing Title: PLAN AND PROFILE KM 31+000 TO KM 32+000 (SAMBALPUR - ROURKELA)</p> | | <p>Drawing Number: 732311ASA-HIGHWAYS/PPPPP - 28</p> | |
| Date | April 2010 | Drawn By | Talish Javed |
| Designed By | Supri Roy | Checked By | S. Raut |
| Approved By | August | By | |
| <p>REVISION</p> | | | |





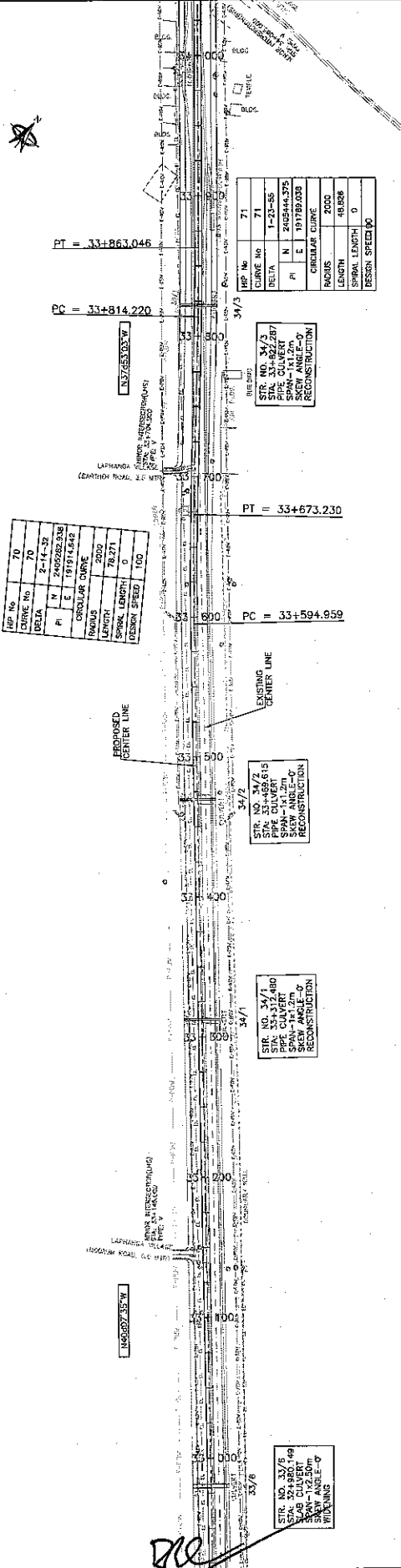
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| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>Scale: Horizontal Scale: 1:1000 Vertical Scale: 1:100</p> | | <p>Consultant: Pricewaterhouse Coopers Pvt. Ltd. in Jt. with LEA Associates South Asia Pvt. Ltd. Design: LEA</p> |
| <p>Drawing Title: PLAN AND PROFILE KM 32+000 TO KM 33+000 (SAMBALPUR - ROURKELA)</p> | | <p>Drawing Number: 73231LASAHIGHWAYSPPP-20</p> |
| <p>Date: April 2010 Drawn By: Talish Javed Designed By: Sulair Roy Checked By: S. Redant Approved By: Audesh</p> | <p>Date: April 2010 Drawn By: Talish Javed Designed By: Sulair Roy Checked By: S. Redant Approved By: Audesh</p> | <p>Revision: 1</p> |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

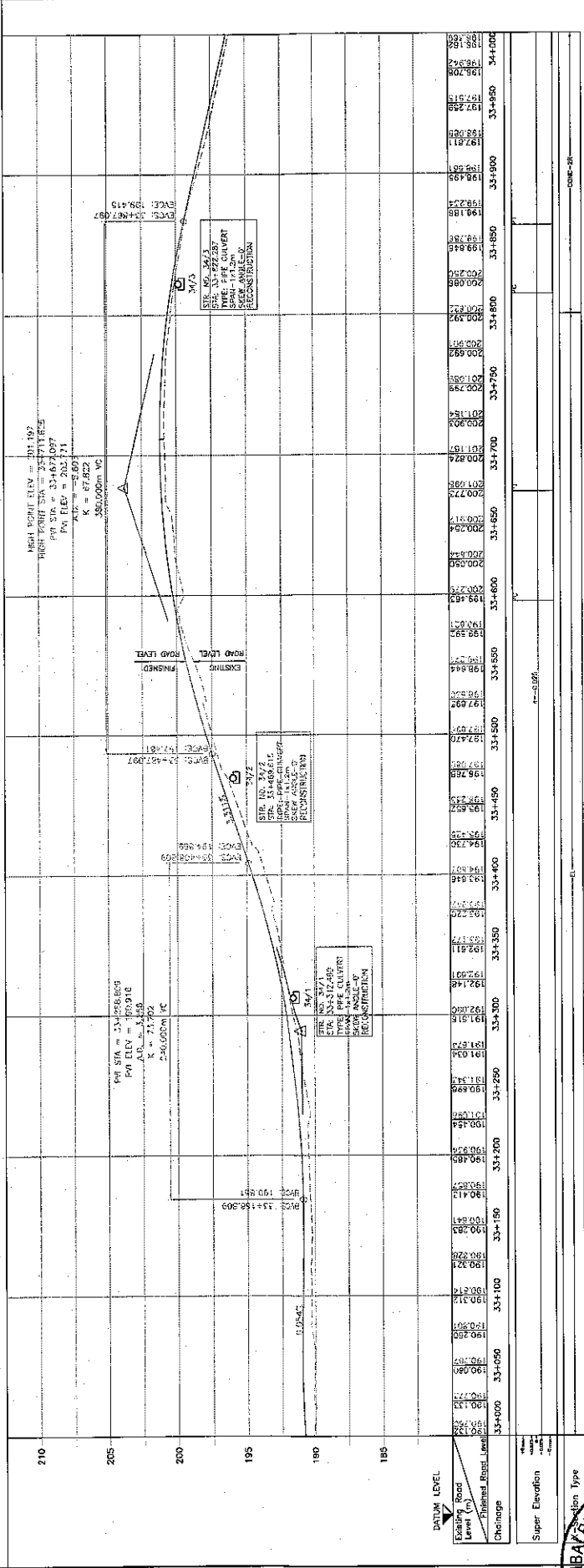


SAMBALPUR

ROURKELA

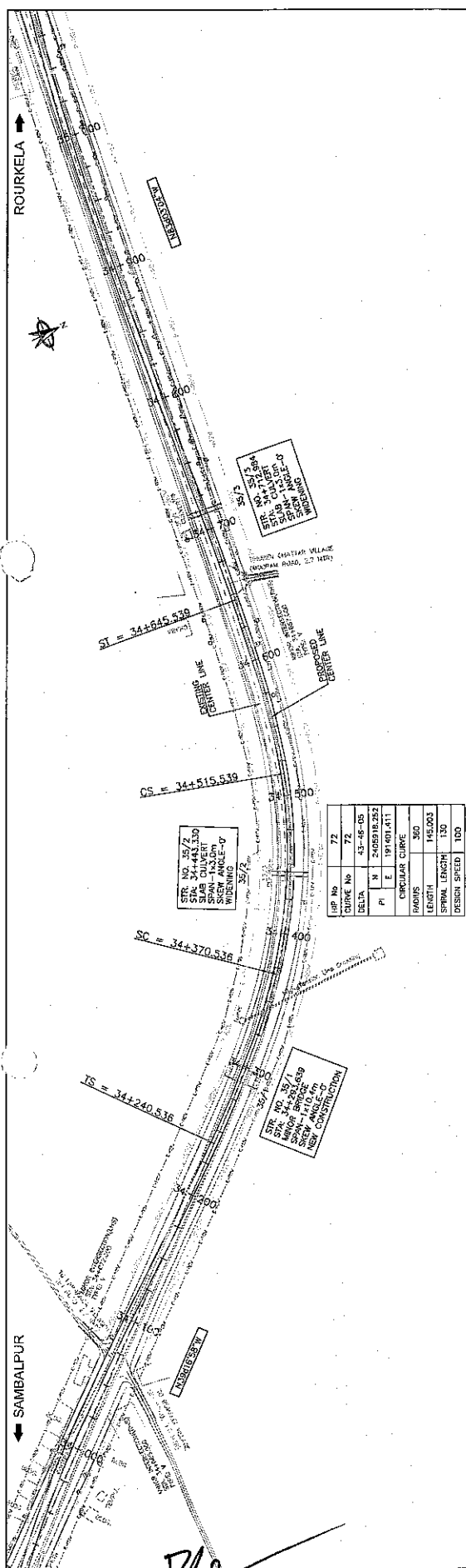


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

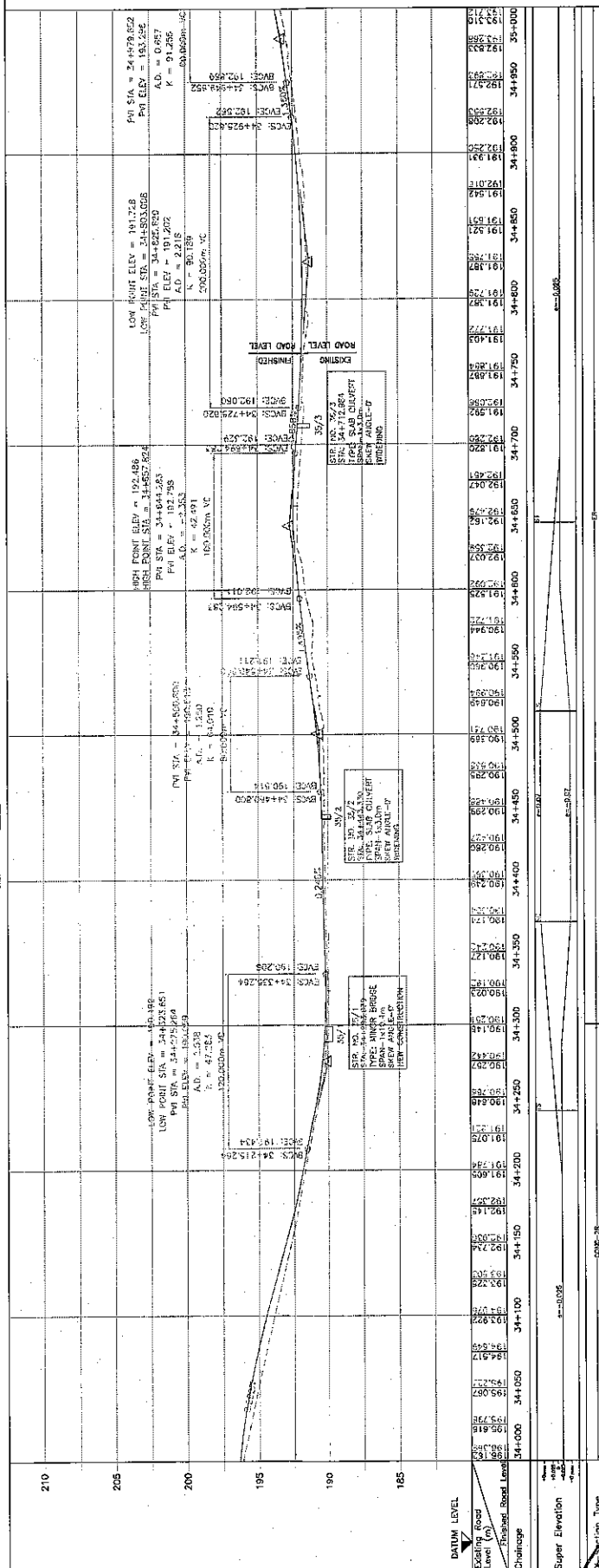


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| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | |
| <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | <p>Consultant: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>PLAN AND PROFILE KM 33+000 TO KM 34+000 (SAMBALPUR - ROURKELA)</p> | |
| <p>Drawing Title: PLAN AND PROFILE KM 33+000 TO KM 34+000 (SAMBALPUR - ROURKELA)</p> | <p>Drawing Number: 73231LASAHIGHWAYSPRPP-30</p> |
| <p>Date: April 2010 Drawn By: Talish Javed Designed By: Subir Roy Checked By: S. J. J. J. Approved By: S. J. J. J.</p> | <p>Date: April 2010 Drawn By: Talish Javed Designed By: Subir Roy Checked By: S. J. J. J. Approved By: S. J. J. J.</p> |
| <p>REVISION</p> | |





Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



GOVERNMENT OF ORISSA
WORKS DEPARTMENT

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

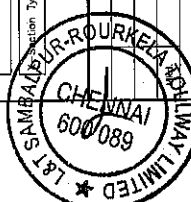
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Horizontal Scale
Vertical Scale

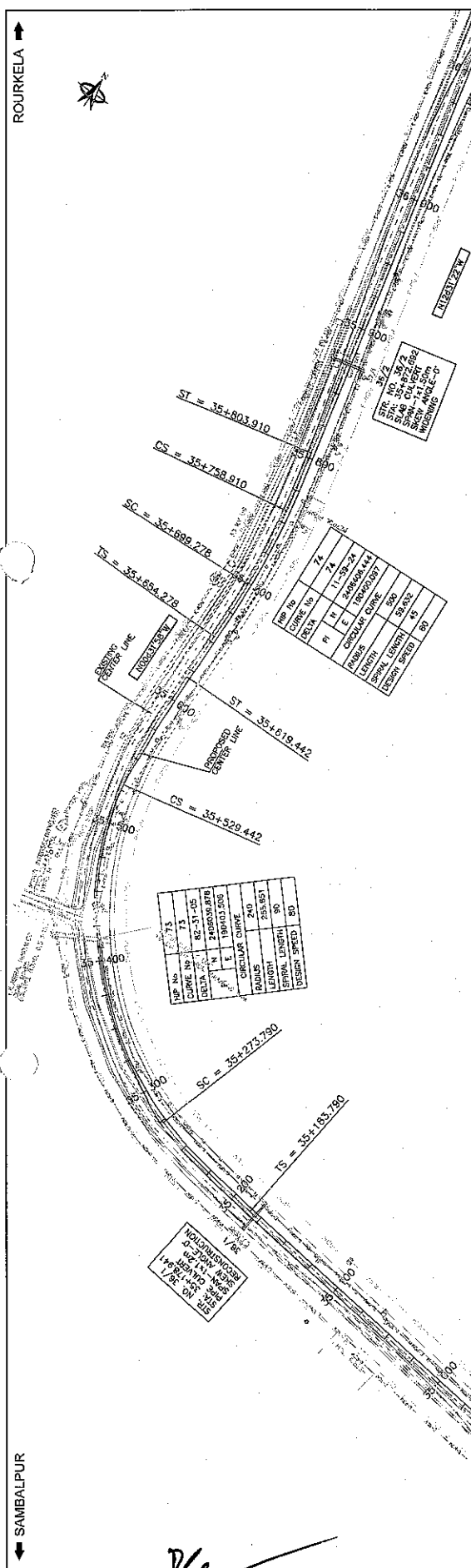
Drawing Title: PLAN AND PROFILE
KM 34+000 TO KM 35+000
(SAMBALPUR - ROURKELA)

Date: April 2010
Drawn By: Tolish Javed
Designed By: Sudir Roy
Checked By: S. Rajant
Approved By: Arundhan

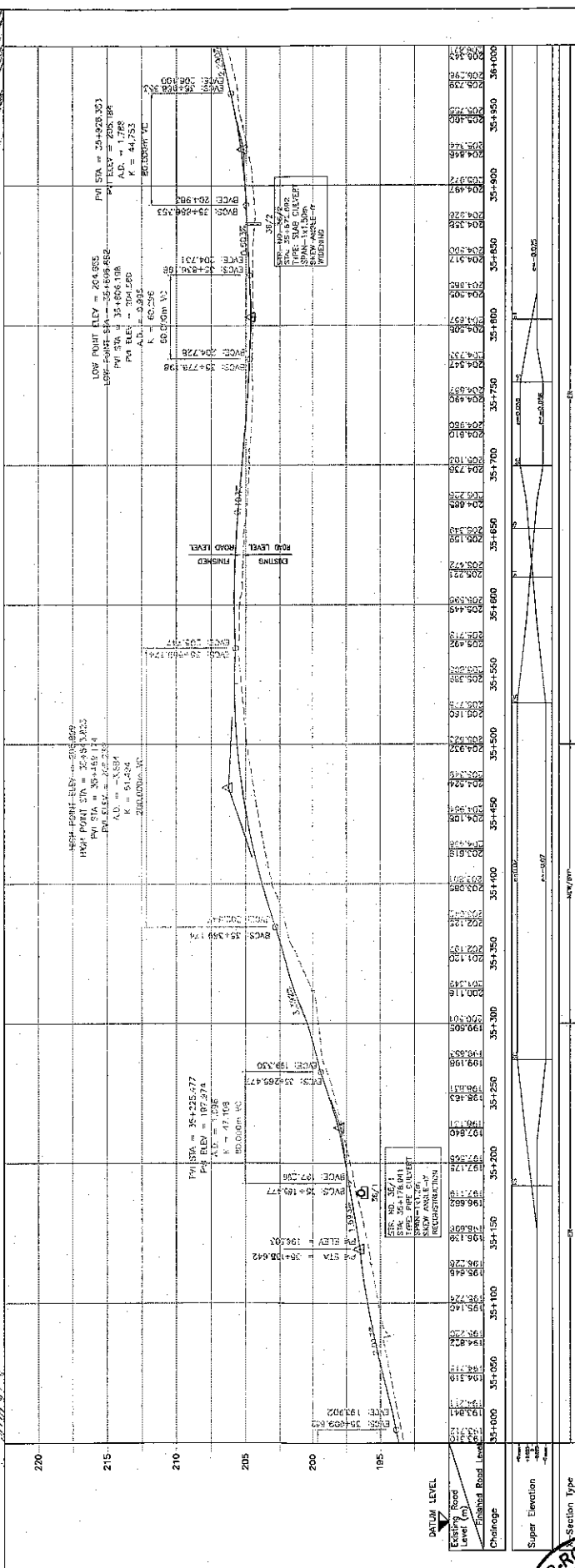
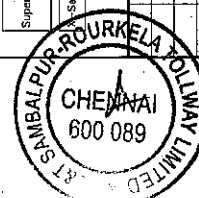
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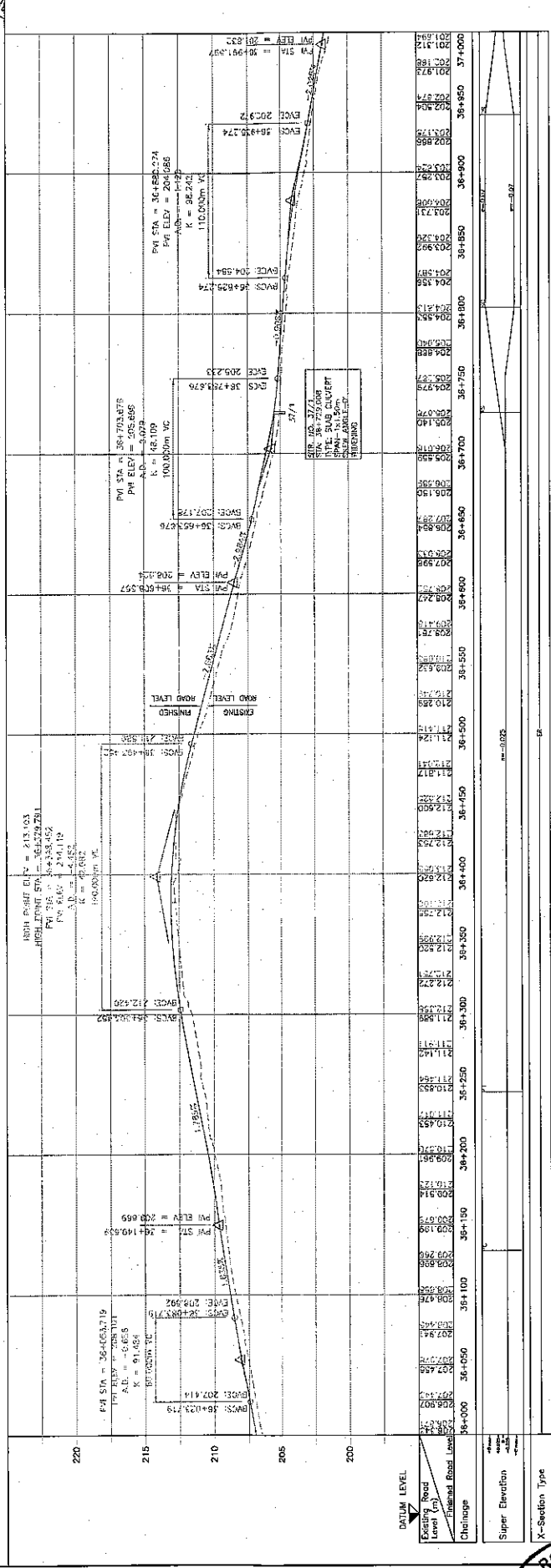
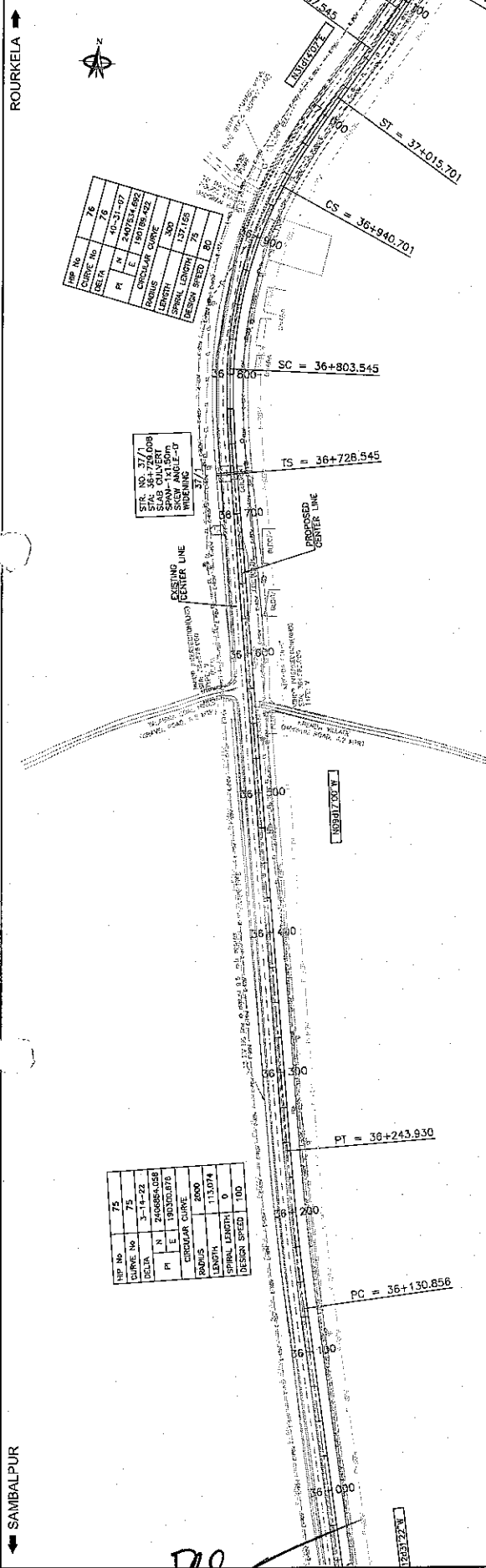
REVISION





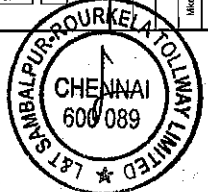
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

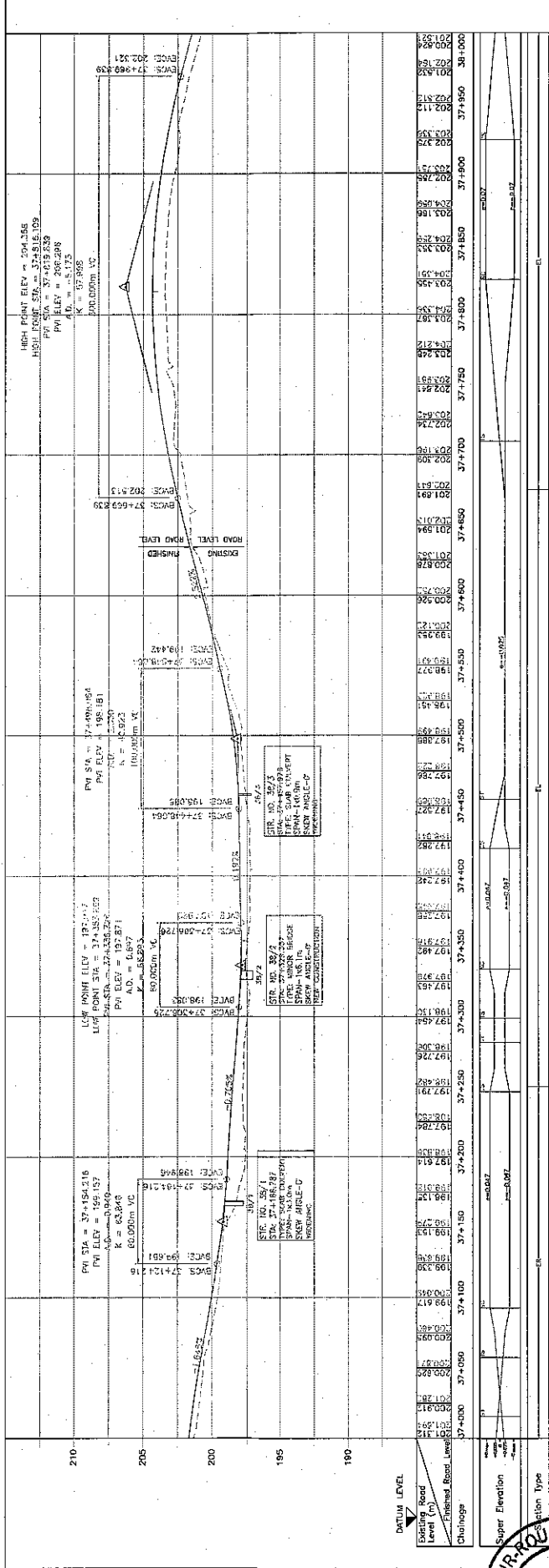
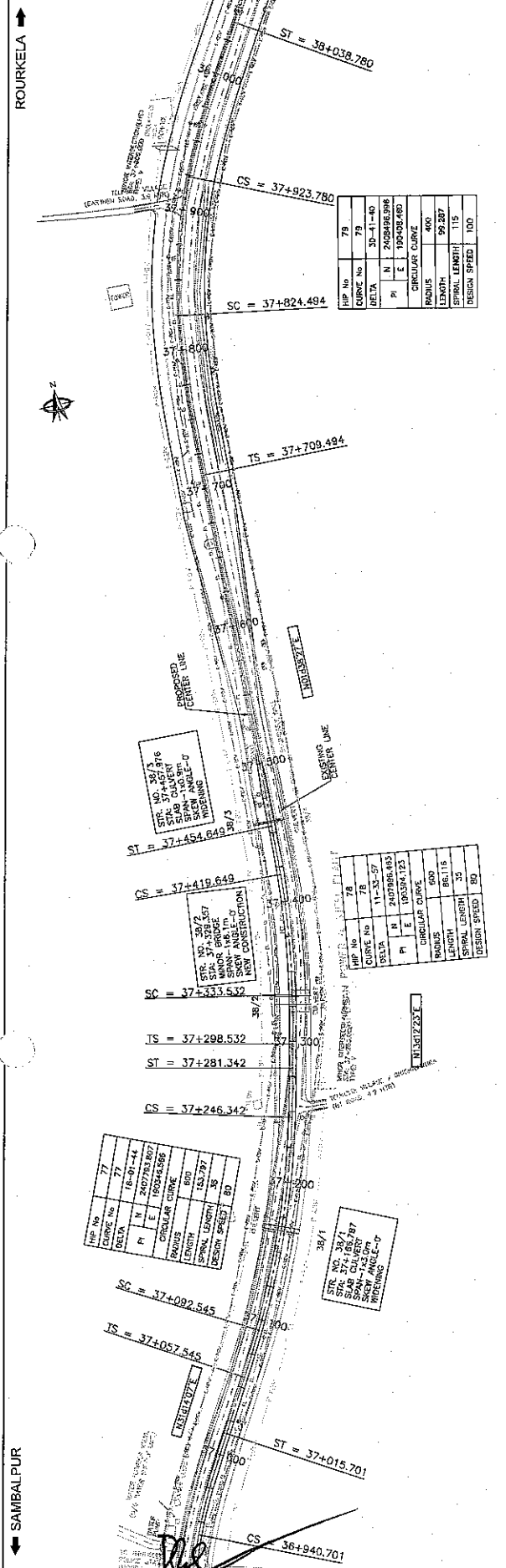
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| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | | |
|---|------------|---|--------------|
| Client: Pricewaterhouse Coopers Pvt. Ltd. | | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND STATE ROADS IN THE STATE OF ORISSA | |
| Drawing Title: PLAN AND PROFILE KM 36+000 TO KM 37+000 (SAMBALPUR - ROURKELA) | | Drawing Number: 73231/LASAHIGHWAYS/PPP-33 | |
| Date | April 2010 | Drawn By | Tanish Javed |
| Designed By | Sudh Roy | Checked By | S. Sahaiah |
| By | | Approved By | Arindam |
| Revisions | | | |
| Med. | | | |

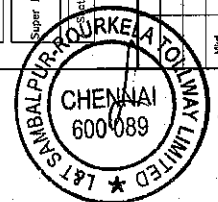
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

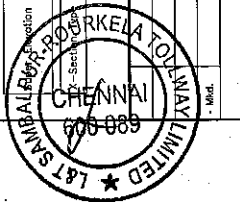
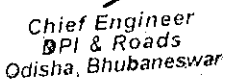






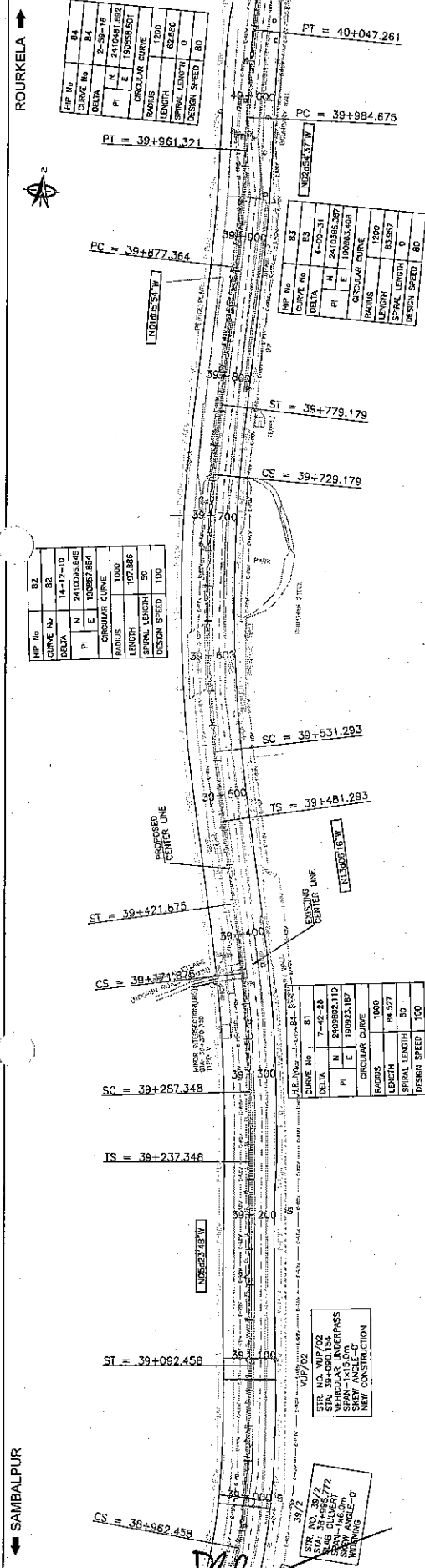
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| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>Drawing Title: PLAN AND PROFILE KM 37+000 TO KM 38+000 (SAMBALPUR - ROURKELA)</p> | | <p>Scale: 1:1000 Horizontal Scale: 1 cm = 100 m Vertical Scale: 1 cm = 1 m</p> |
| <p>Date: April 2010 Drawn By: Tabish Javed Designed By: Subir Roy Checked By: S. Rakesh Approved By: Aakash</p> | <p>Revision: 1</p> | <p>Project: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |

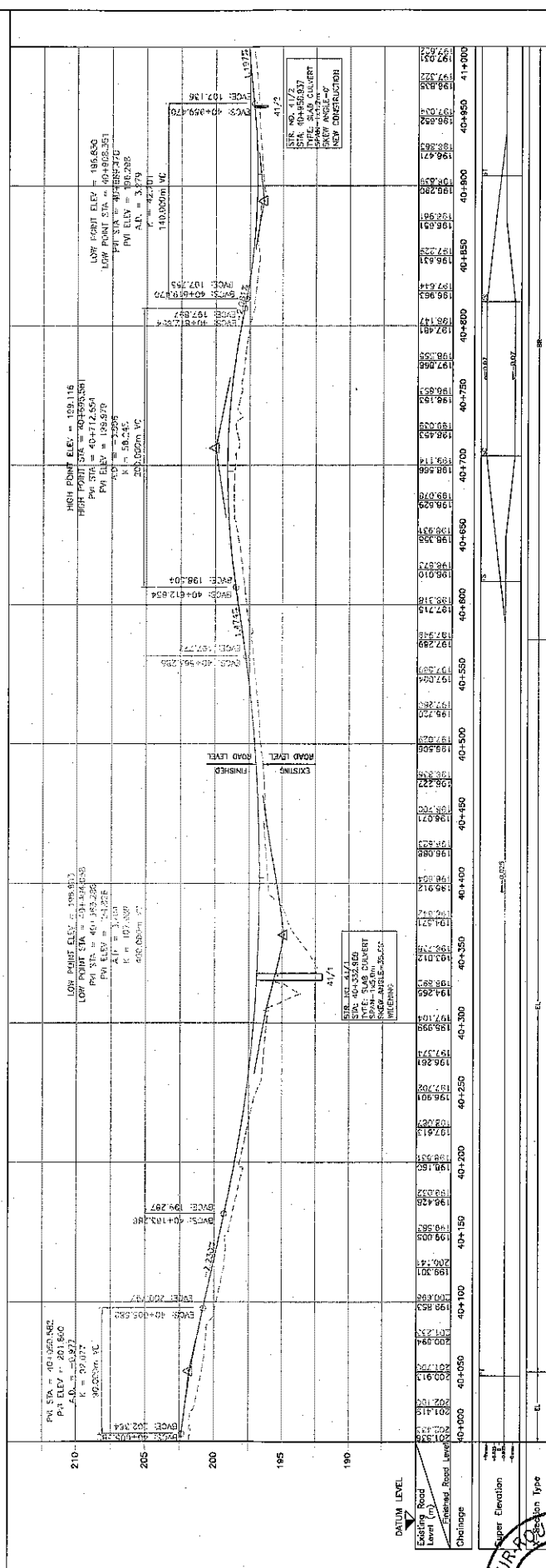
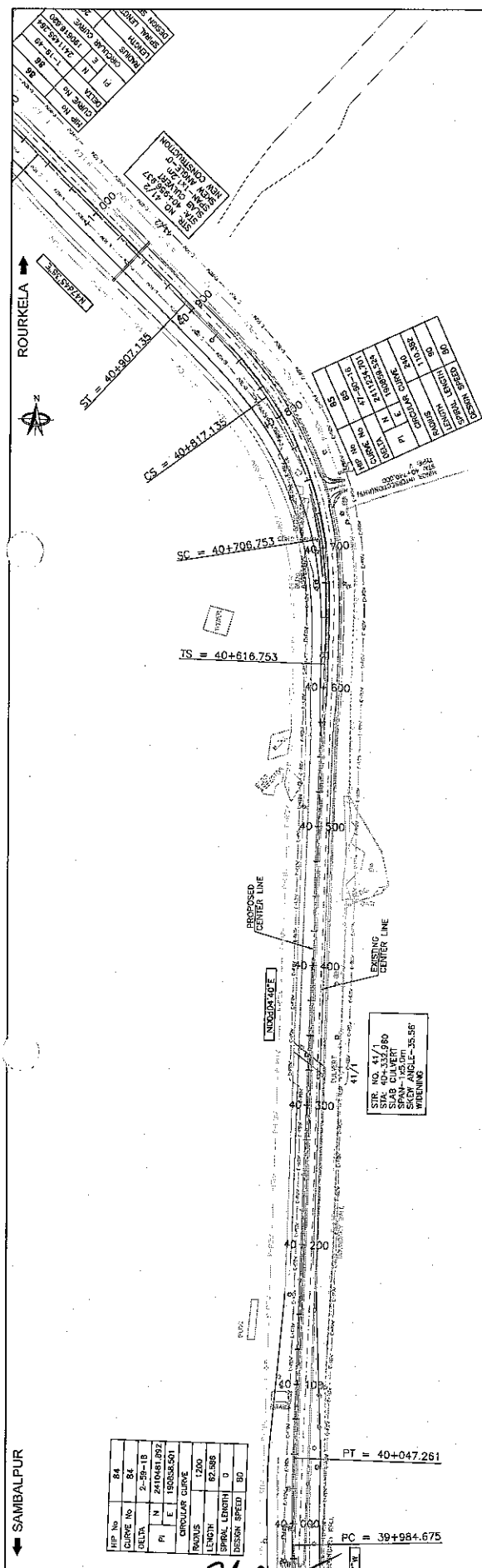
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





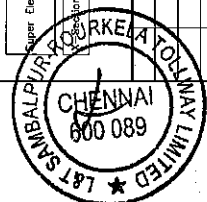
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|---|---|---|
|  | Client: Government of Orissa Works Department | Project: PPP Techno-Economic Feasibility Study and Transaction Advisor for Selected State Roads in the State of Orissa |
| | Pricewaterhouse Coopers Pvt. Ltd. Building 8, 7th & 8th Floor, PricewaterhouseCoopers Bhubaneswar - 751004 In: A/11th | LEA Associates South Asia Pvt. Ltd. B-1/2-27, Vikram Co-operative Industrial Estate, Mohana Road, Bhubaneswar 751004 |
| Drawing Title : PLAN AND PROFILE KM 38+000 TO KM 39+000 (SAMBALPUR - ROURKELA) | Scale :  | Drawing Number : 73231USAI-HIGHWAY(SPP)PP - 35 |
| Date: April 2010 Drawn By: Talish Javed Designed By: Sabir Roy Checked By: S. Rohani | Date: April 2010 Approved By: Arashid | Description: Revision |

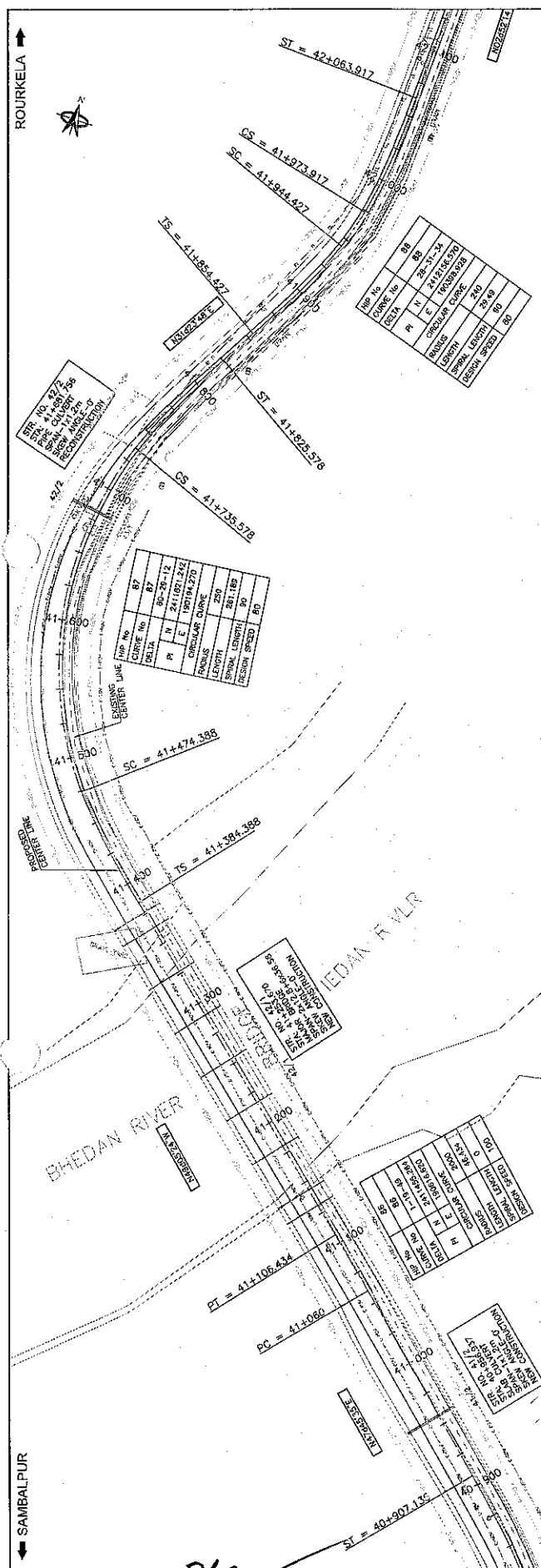




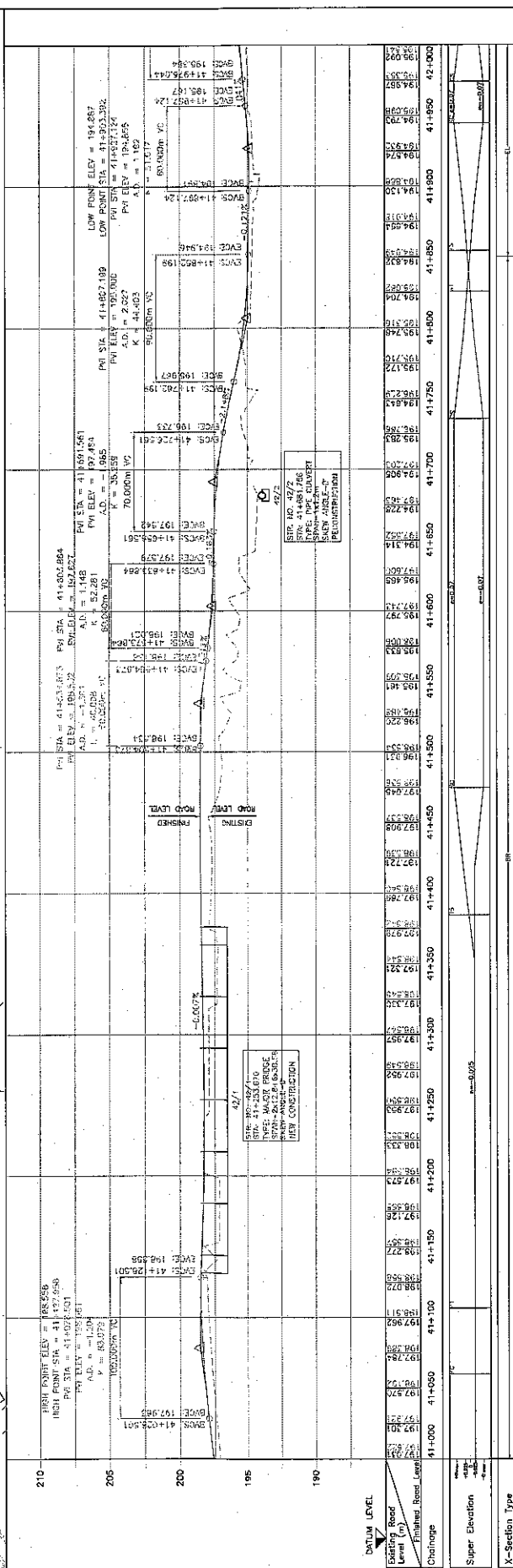
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| GOVERNMENT OF ORISSA WORKS DEPARTMENT Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Client: PricewaterhouseCoopers Pvt. Ltd. Building No. 7, 8th Floor, Tower A, 127, Ghat Road, Cuttack - 753001 E-mail: pwc@orissa.nic.in Phone: 0674-2531100 | Consultant: PricewaterhouseCoopers Pvt. Ltd. Building No. 7, 8th Floor, Tower A, 127, Ghat Road, Cuttack - 753001 E-mail: pwc@orissa.nic.in Phone: 0674-2531100 |
| Scale: Horizontal Scale: 1" = 100' Vertical Scale: 1" = 10' | Drawing Title: PLAN AND PROFILE KM 40+000 TO KM 41+000 (SAMBALPUR - ROURKELA) |
| Date: April 2010 Drawn By: Tushin Jena Designed By: Subir Roy Checked By: S. Roshni Approved By: Anandash | Drawing Number: 73231LASA/HIGHWAYS/PPP-37 |
| Revision: 1. Initial | Description: Date: By: |






Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

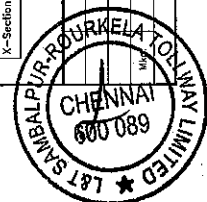


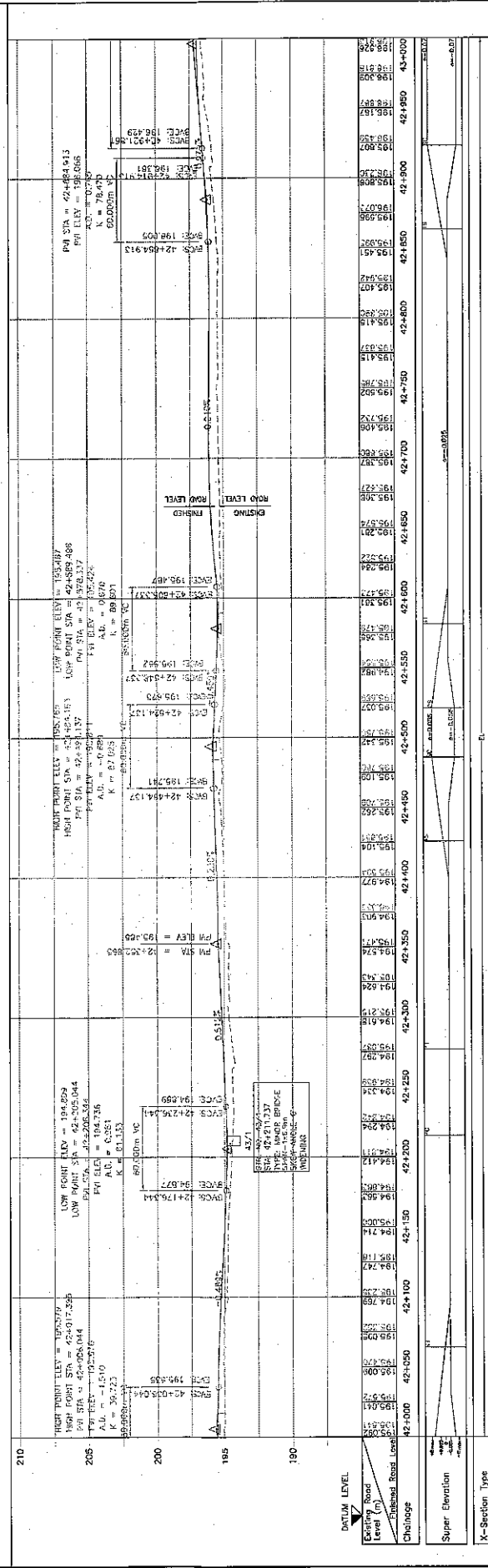
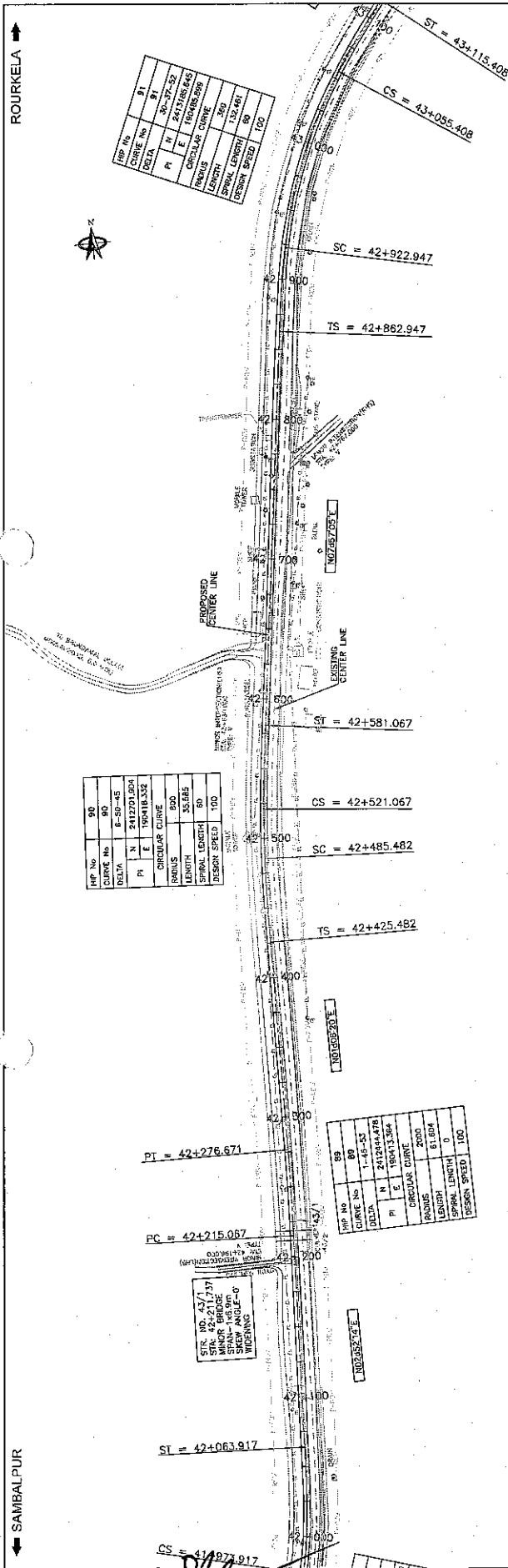


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



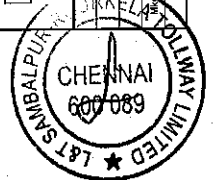
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| | Date | April, 2010 | PLAN AND PROFILE KM 41+000 TO KM 42+000 (SAMBALPUR - ROURKELA) | | LEA Associates South Asia Pvt. Ltd. B-7/7-37, Moon Consequence, Industrial Estate, B-7/7-37, Moon Consequence, Industrial Estate, | | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| | Drawn By | Tabish Javed | | |  | | |
| | Designed By | Subir Roy | | | | | |
| | Checked By | S. Renuki | | | | | |
| By | | Date | | Approved By | Anandh | | |
| Descriptions | | | | Drawing Number : | 73231ALASAHIGHWAYSPPP - 38 | | |
| REVISION | | | | | | | |

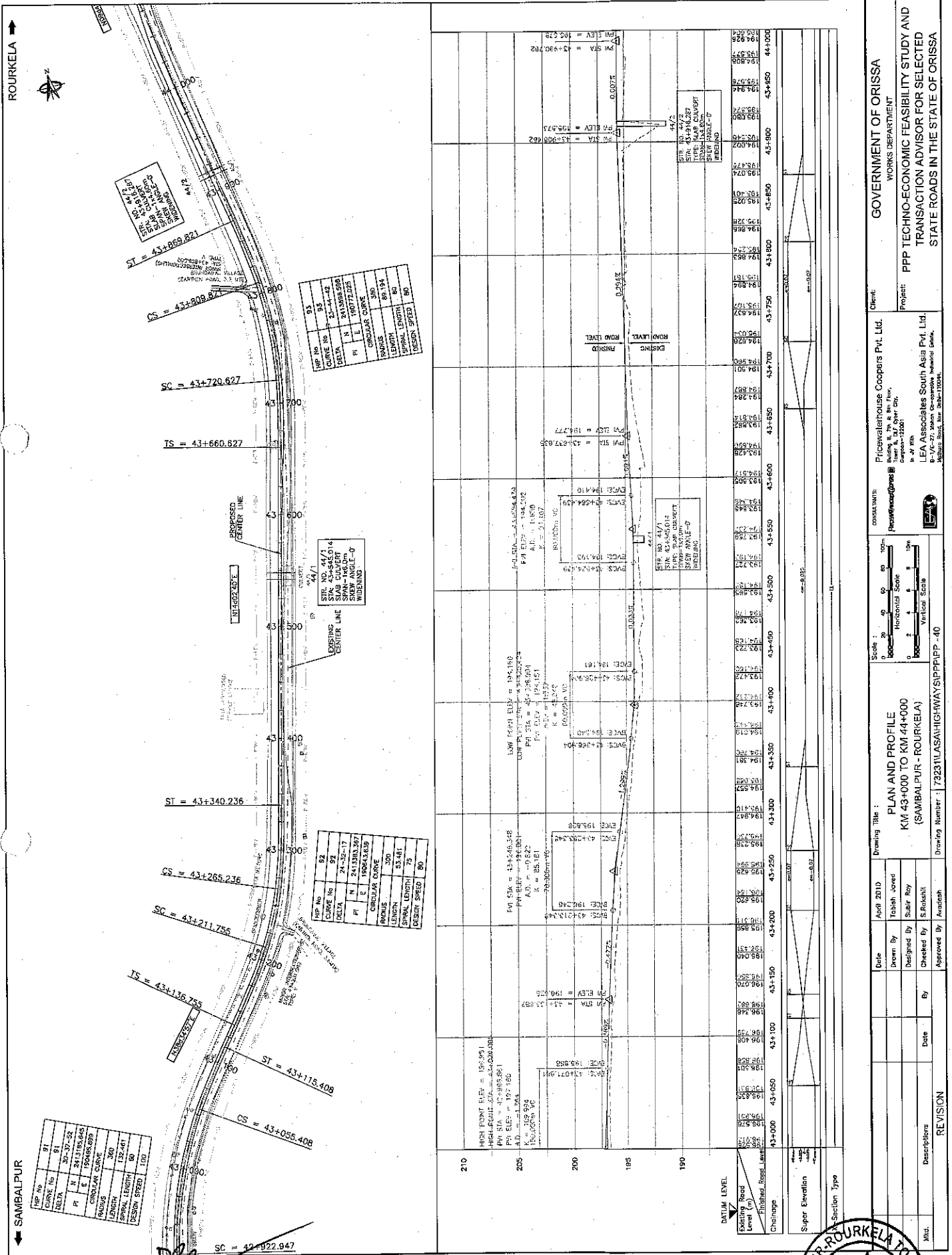


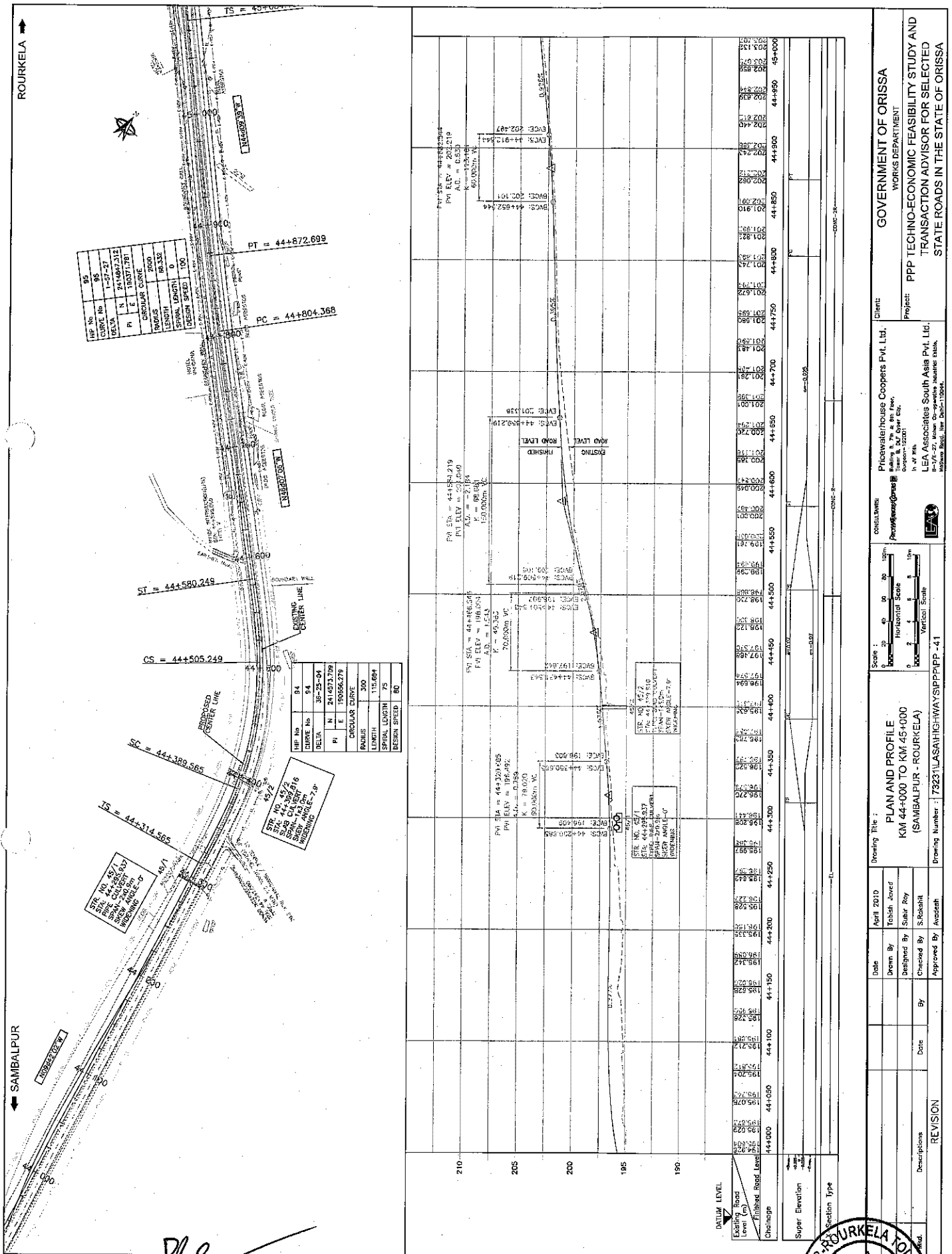


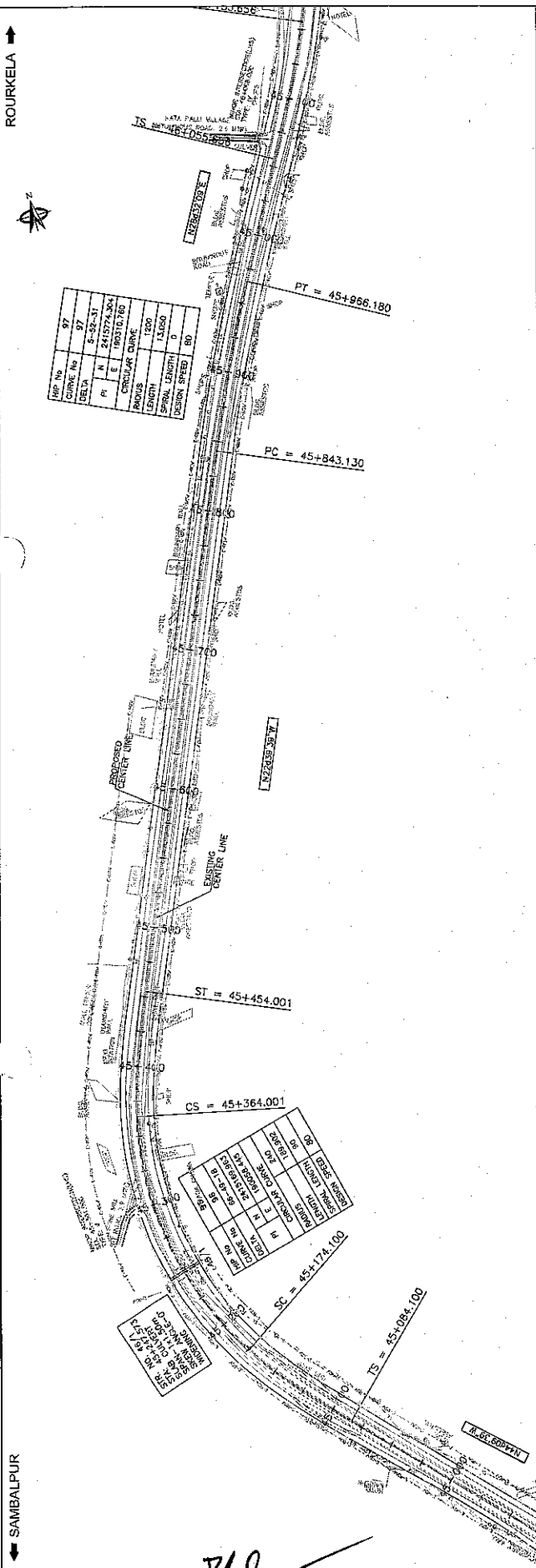
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| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | <p>Client: Pricewaterhouse Coopers Pvt. Ltd.</p> |
| <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | | <p>Project: LEA Associates South Asia Pvt. Ltd.</p> |
| <p>Drawing Title: PLAN AND PROFILE KM 42+000 TO KM 43+000 (SAMBALPUR - ROURKELA)</p> | | <p>Drawing Number: 73231LASAHIGHWAY/SPP/PPP-39</p> |
| <p>Date: April 2010</p> | <p>Drawn By: Tushar Jaiswal</p> | <p>Checked By: S. Kishor</p> |
| <p>Designed By: Saur Ray</p> | <p>Approved By: Aradesh</p> | <p>REVISION</p> |

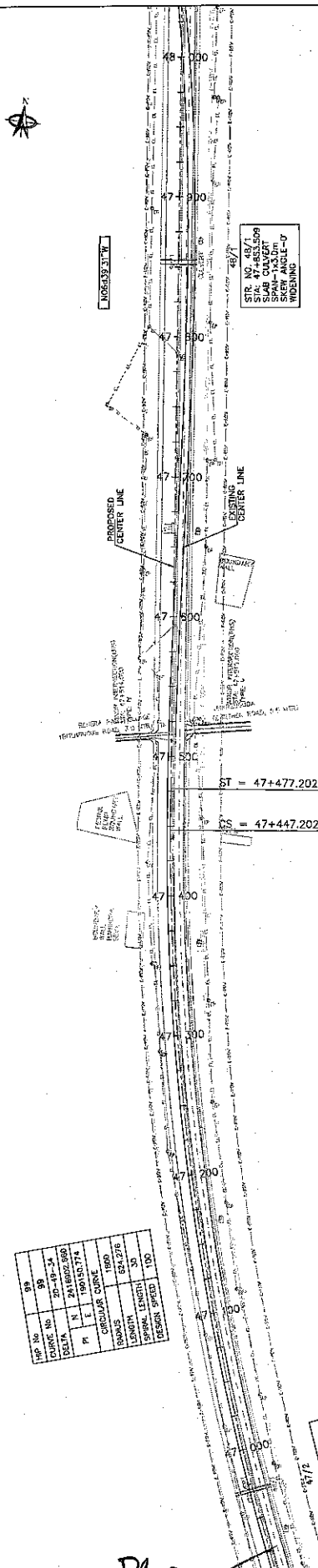
Chief Engineer
DPI & Roads
@disha, Bhubaneswar



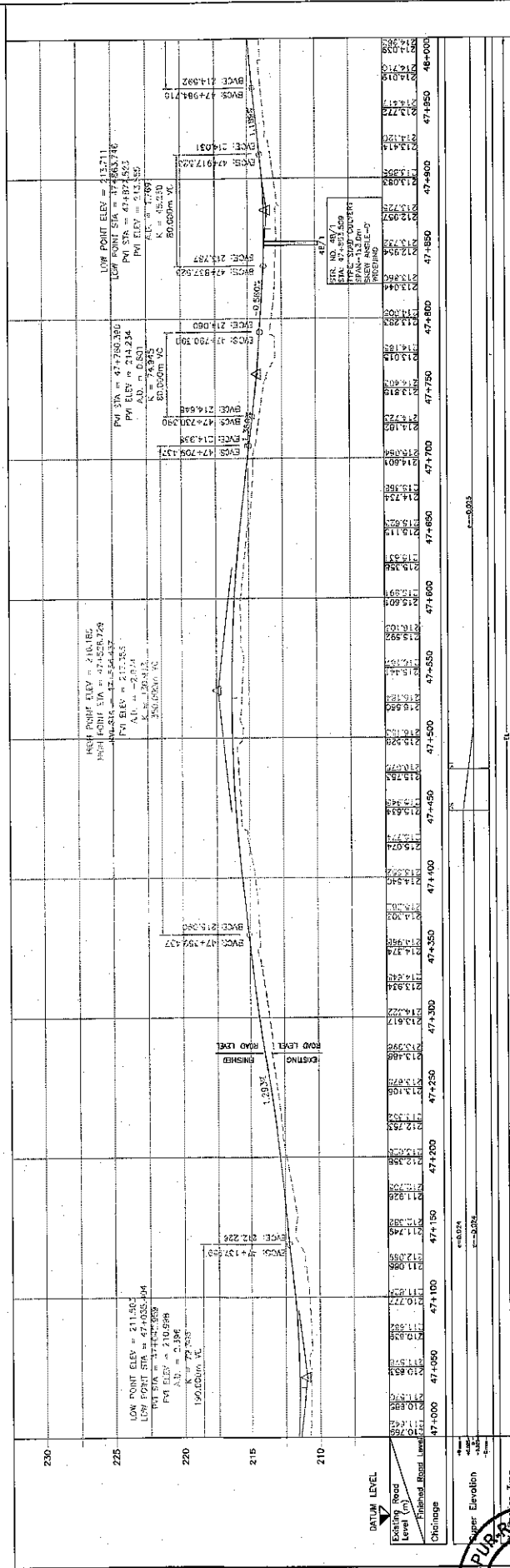
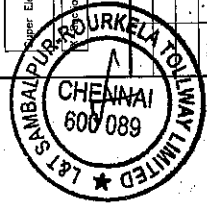




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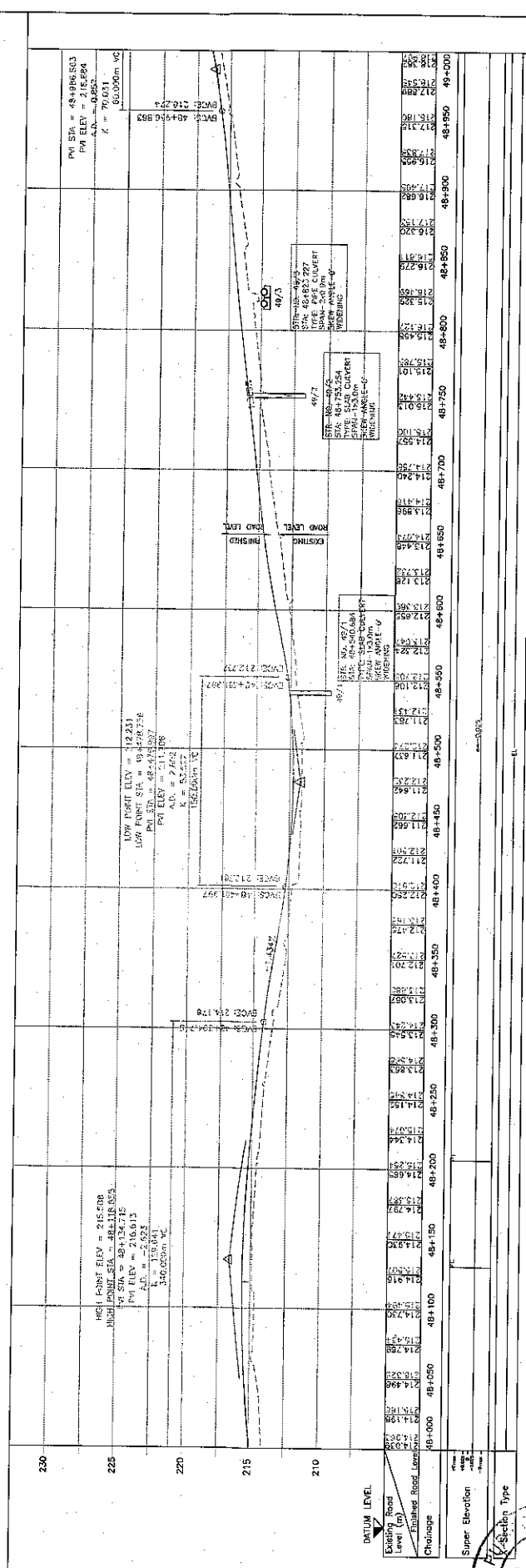
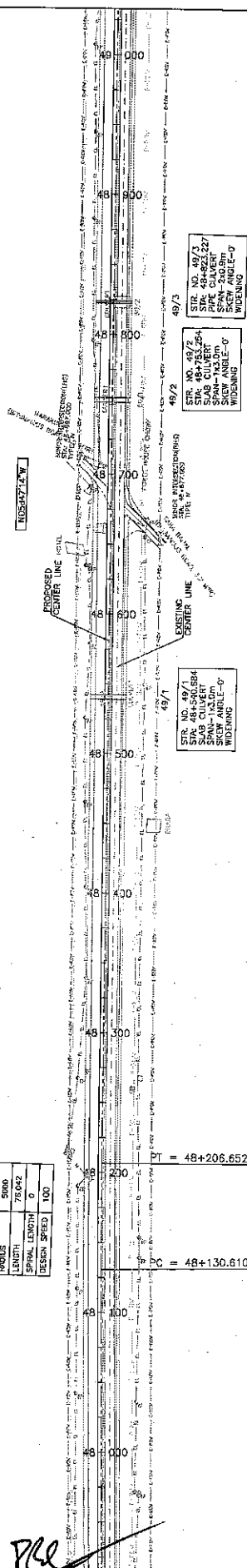
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

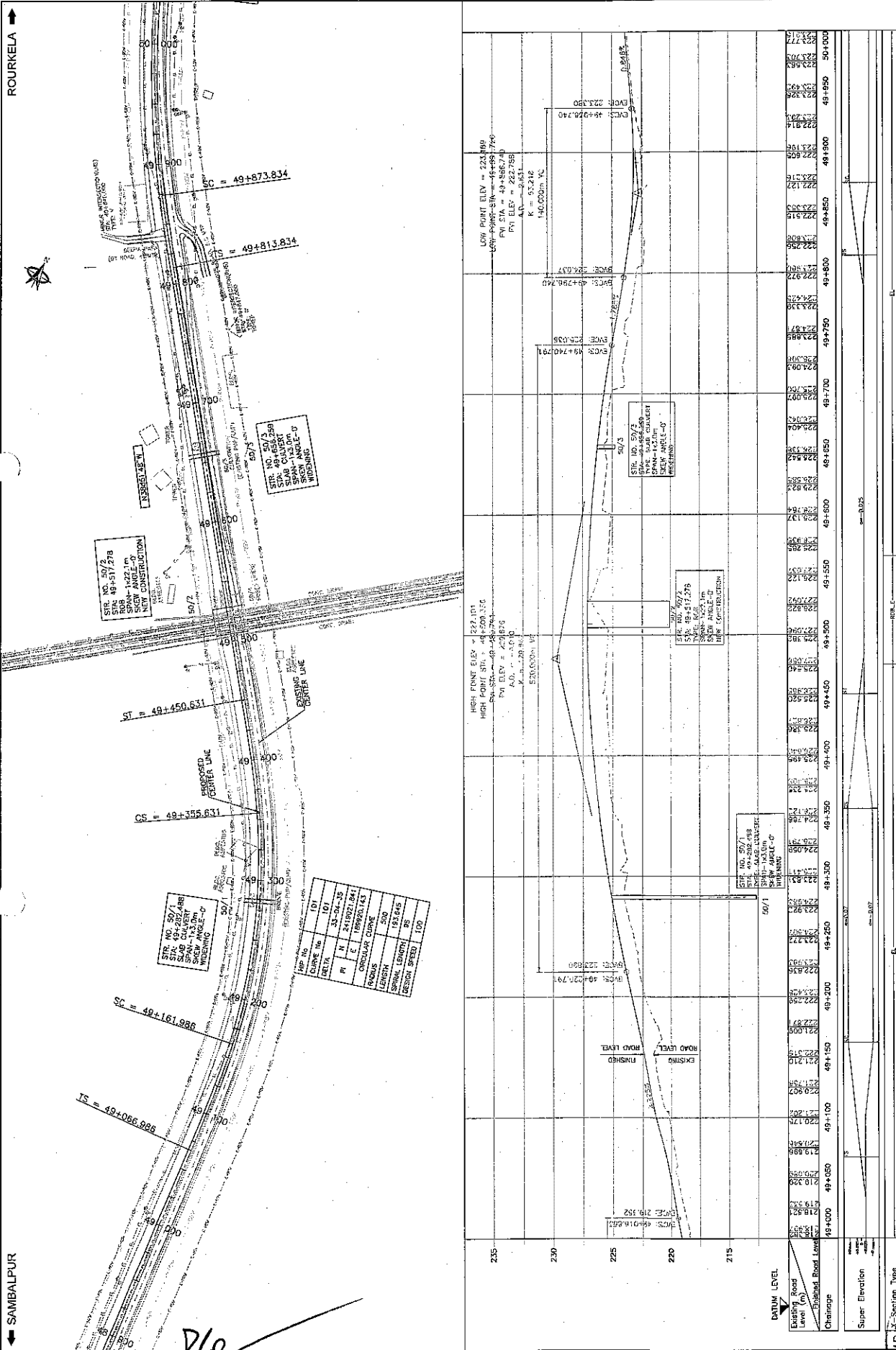
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| CURVE No | 100 |
| DELTA | 0-52-17 |
| PJ | N 2417932.086 |
| E | 1903050.507 |
| CIRCULAR CURVE | |
| RADIUS | 5000 |
| LENGTH | 75.042 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

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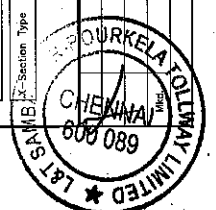
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

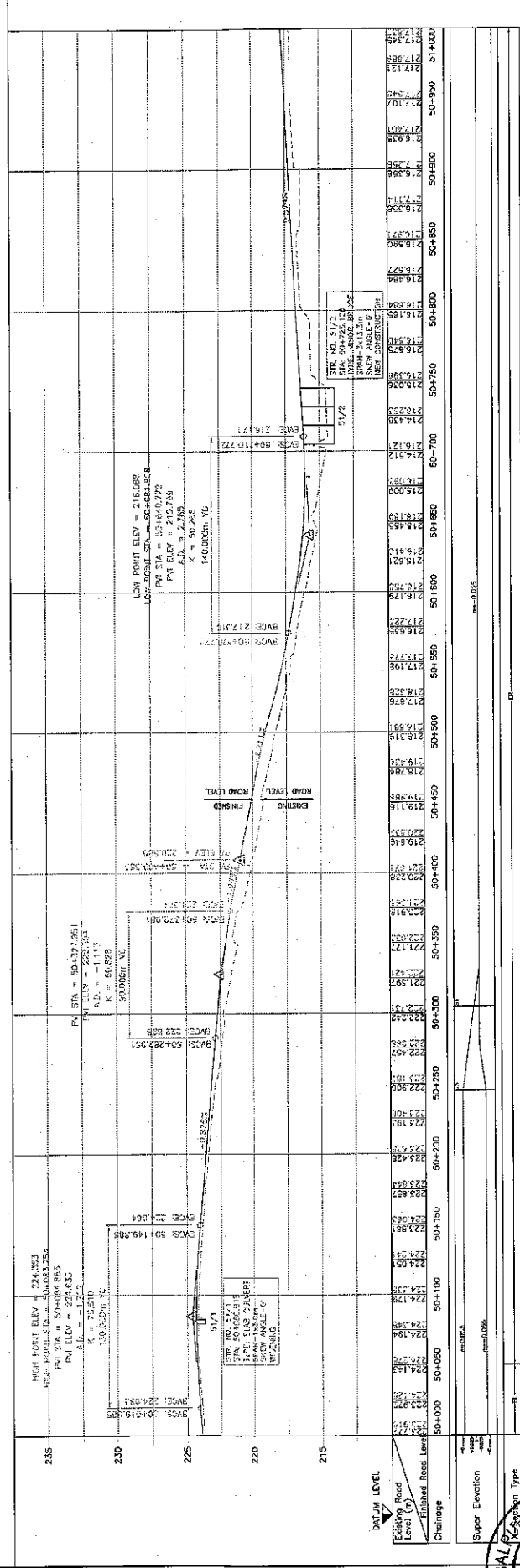
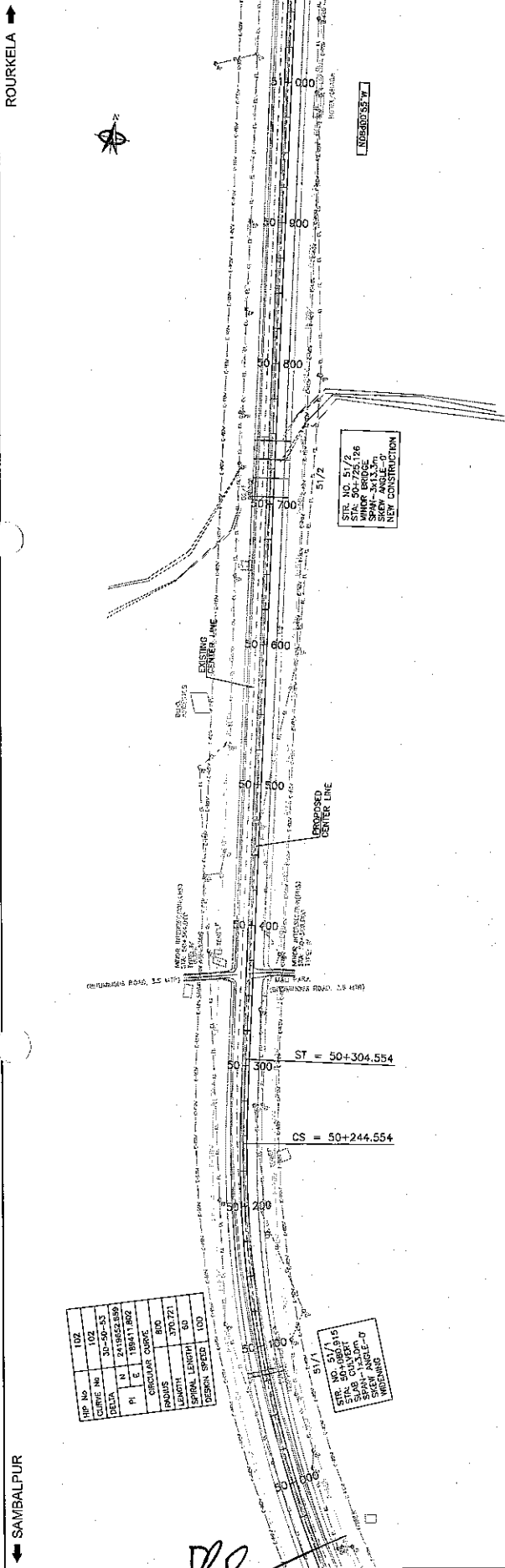
GOVERNMENT OF ORISSA
WORKS DEPARTMENT
PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
Consultants: Pricewaterhouse Coopers Pvt. Ltd.
Project: LEA Associates South Asia Pvt. Ltd.
Drawing Number: 732311LASA-HIGHWAYS/PPP-46

Drawing Title: PLAN AND PROFILE
KM 49+000 TO KM 50+000
(SAMBALPUR - ROURKELA)

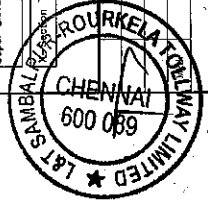
| Date | By | Check By | Approval By |
|------------|--------------|---------------|-------------|
| April 2010 | Tushar Jyoti | S. R. Mohanty | Approval By |
| | Designed By | Checked By | Approval By |
| | By | Date | |





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|---|--|---|
| GOVERNMENT OF ORISSA WORKS DEPARTMENT Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | Client: Pricewaterhouse Coopers Pvt. Ltd. Drawing Title: PLAN AND PROFILE KM 50+000 TO KM 51+000 (SAMBALPUR - ROURKELA) Drawing Number: 7323/USAHIGHWAYS/PPP-47 |
| Date: April 2010 Drawn By: Tabin Javed Designed By: Subir Roy Checked By: S. Raut Approved By: Raut | Scale: 1:1000 Horizontal Scale: 1" = 100m Vertical Scale: 1" = 10m | Revision No. Description 1. Initial |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



ROURKELA

SAMBALPUR

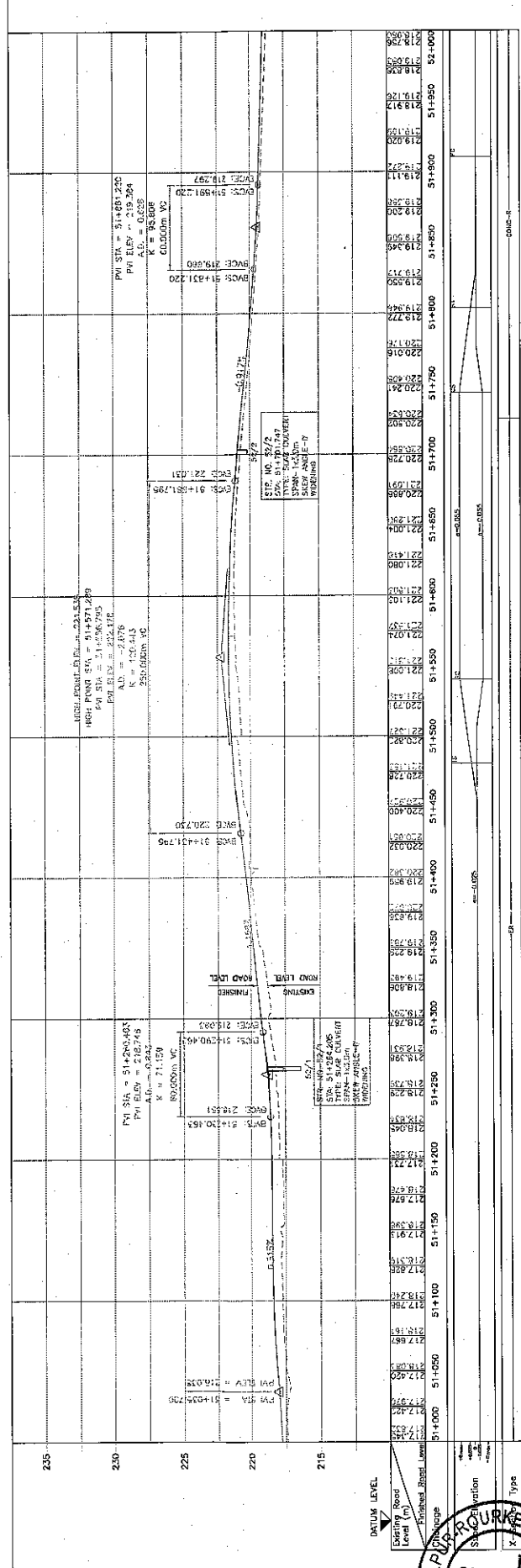
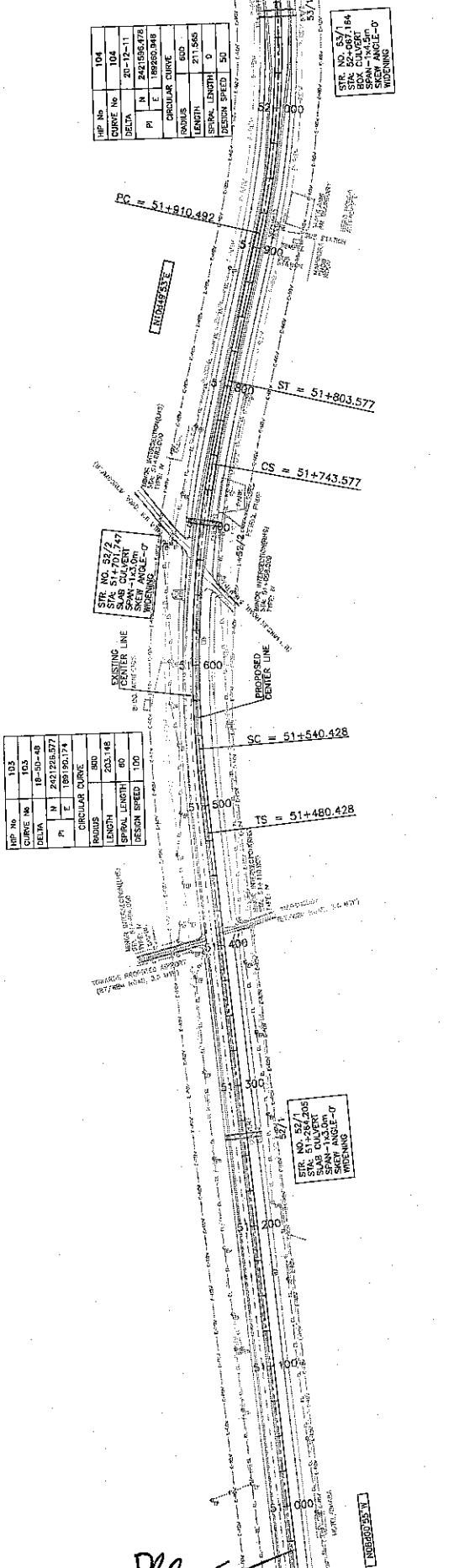


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|----------------|-------------|
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| E | 1801960.174 |
| CIRCULAR CURVE | |
| RADIUS | 500 |
| LENGTH | 203.148 |
| SPRAL LENGTH | 60 |
| DESIGN SPEED | 100 |

| HP No | 104 |
|----------------|-------------|
| CURVE No | 104 |
| DELTA | 20-12-11 |
| P | 2421226.577 |
| E | 1801960.174 |
| CIRCULAR CURVE | |
| RADIUS | 600 |
| LENGTH | 271.560 |
| SPRAL LENGTH | 0 |
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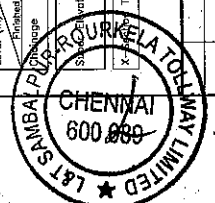
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STA 52+00.184
BOX JAWBENT
SKEN ANGLE-0°
WIDENING

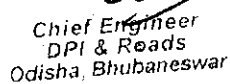
STK NO 52/1
STA 51+254.205
SLAB CURVE
SKEN ANGLE-0°
WIDENING





| | | |
|--|------------------------------|---|
| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>Drawing Title: PLAN AND PROFILE KM 51+000 TO KM 52+000 (SAMBALPUR - ROURKELA)</p> | | <p>Scale: 1:1000 Horizontal Scale: 1cm = 10m Vertical Scale: 1cm = 1m</p> |
| <p>Date: April 2010</p> | <p>Drawn By: Tishu Javed</p> | <p>Checked By: S.Rohit</p> |
| <p>By: _____</p> | <p>Date: _____</p> | <p>Approved By: _____</p> |
| <p>REVISION</p> | | |

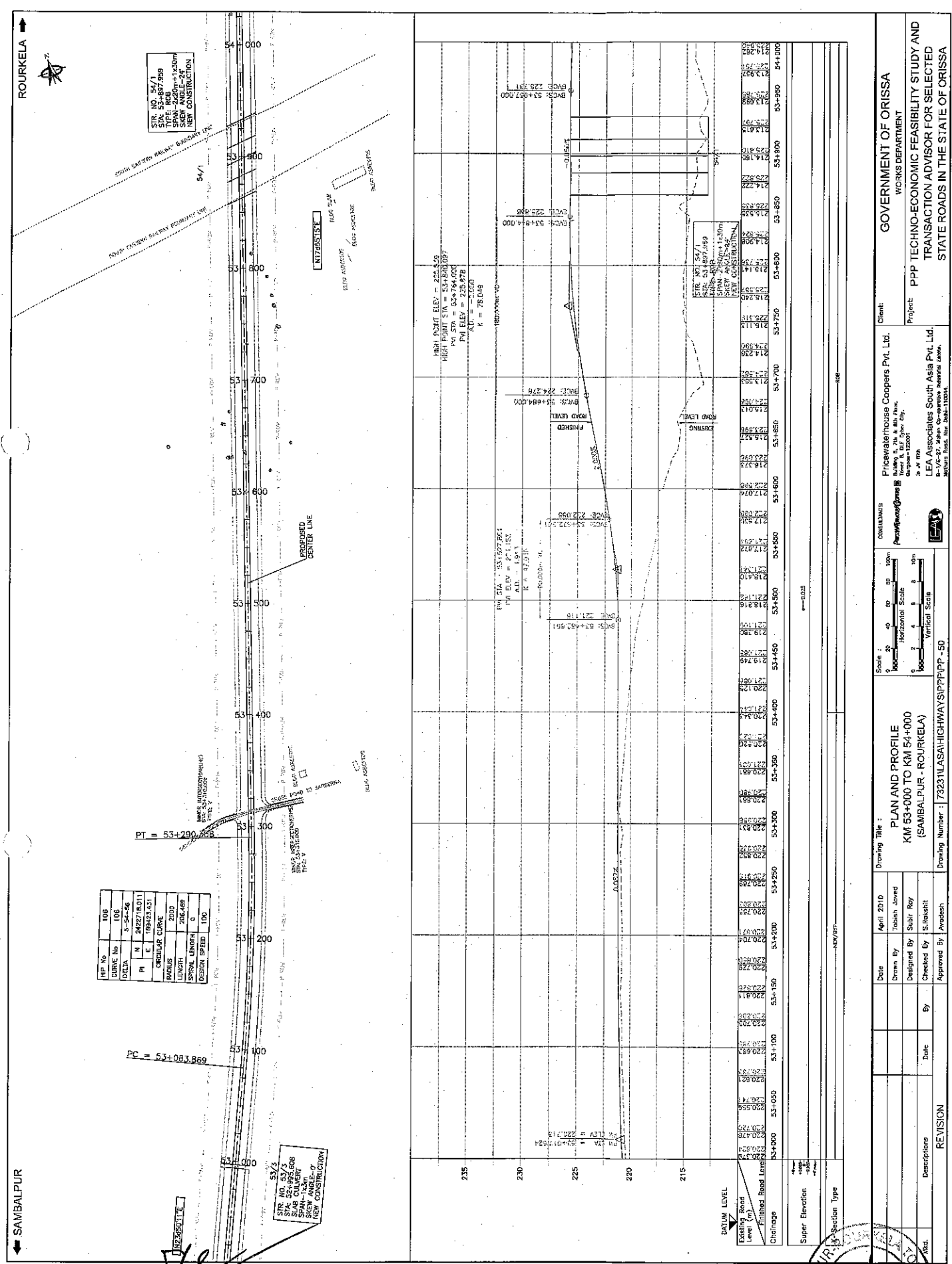
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



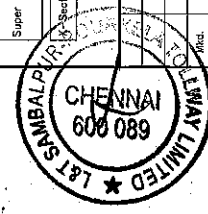


| Station | Left Road Level (m) | Right Road Level (m) | Super Elevation |
|---------|---------------------|----------------------|-----------------|
| 52+000 | 218.56 | 218.56 | |
| 52+050 | 218.56 | 218.56 | |
| 52+100 | 218.56 | 218.56 | |
| 52+150 | 218.56 | 218.56 | |
| 52+200 | 218.56 | 218.56 | |
| 52+250 | 218.56 | 218.56 | |
| 52+300 | 218.56 | 218.56 | |
| 52+350 | 218.56 | 218.56 | |
| 52+400 | 218.56 | 218.56 | |
| 52+450 | 218.56 | 218.56 | |
| 52+500 | 218.56 | 218.56 | |
| 52+550 | 218.56 | 218.56 | |
| 52+600 | 218.56 | 218.56 | |
| 52+650 | 218.56 | 218.56 | |
| 52+700 | 218.56 | 218.56 | |
| 52+750 | 218.56 | 218.56 | |
| 52+800 | 218.56 | 218.56 | |
| 52+850 | 218.56 | 218.56 | |
| 52+900 | 218.56 | 218.56 | |
| 52+950 | 218.56 | 218.56 | |
| 53+000 | 218.56 | 218.56 | |

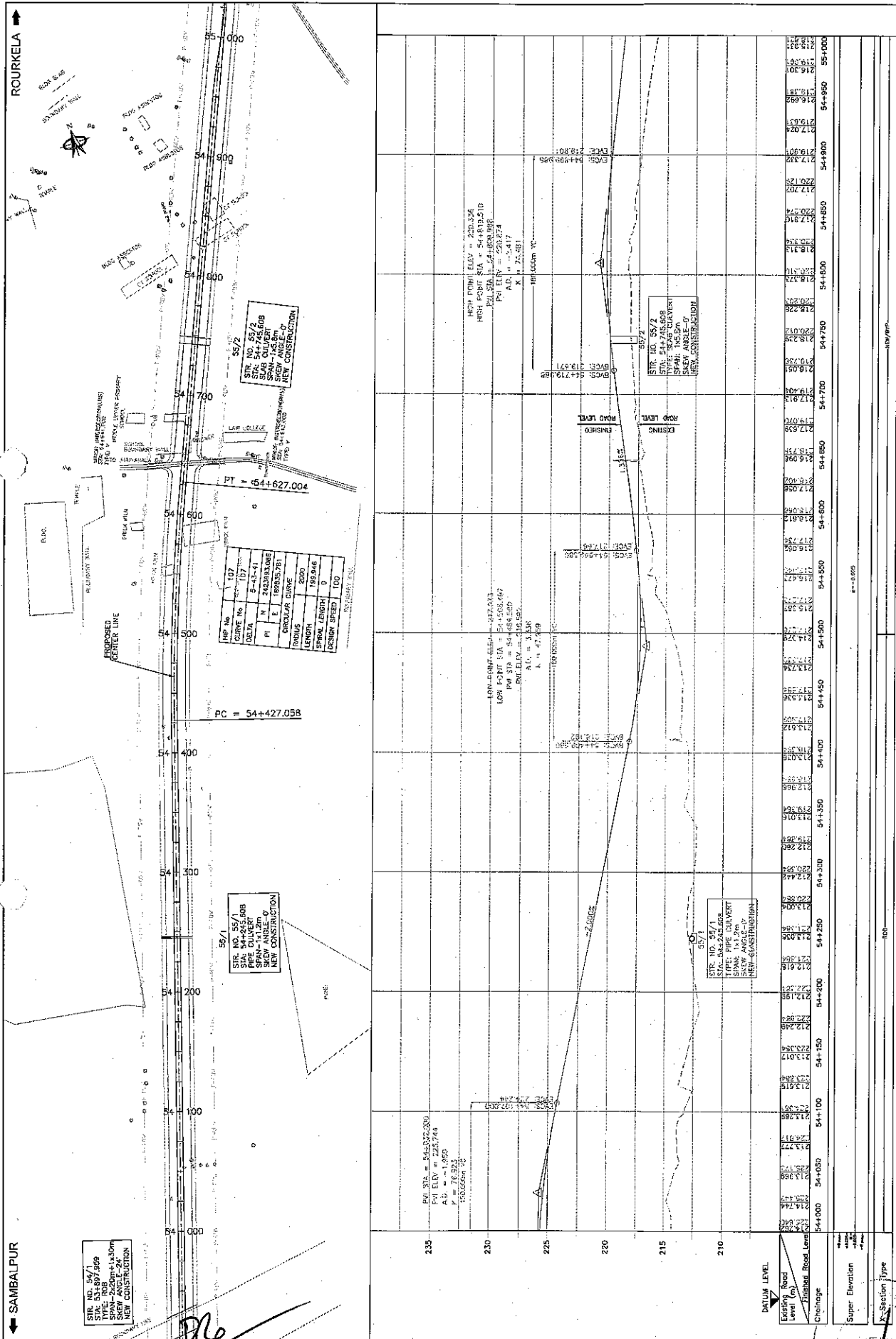
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|---|------------------------|---|---|---|---|---|--|
| <div>PLAN AND PROFILE</div> <div>KM 52+000 TO KM 53+000</div> <div>(SAMBALPUR - ROURKELA)</div> | | | | <div>Drawing Title :</div> | <div>Scale :</div> <div><div><div>0200</div><div>40</div><div>60</div><div>80</div><div>100m</div></div><div>Horizontal Scale</div></div> <div><div>0</div><div>2</div><div>4</div><div>6</div><div>8</div><div>10m</div></div> <div>Vertical Scale</div> | <div>CONTRACTORS</div> <div><div> Pricewaterhouse Coopers Pvt. Ltd.</div><div>10th Floor, 10th Floor, 10th Floor, Tower A, D.F. Cyber City, In: J.V. Road Gachipati - 751001</div></div> | <div>Client:</div> <div>GOVERNMENT OF ORISSA</div> <div>WORKS DEPARTMENT</div> |
| <div>Date</div> | <div>April 2010</div> | <div>Drawn By</div> <div>Tushar Jaiswal</div> | <div>Designed By</div> <div>Subir Roy</div> | <div>Project:</div> <div>PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</div> | | | |
| <div>By</div> | <div>Date</div> | <div>Checked By</div> <div>S. Roshni</div> | <div>Approved By</div> <div>Anshu</div> | <div>Drawings Number :</div> <div>J723231LASA-HIGHWAYS/PPP/PP - 49</div> | | | |
| <div>DESCRIPTION</div> | <div>DESCRIPTION</div> | <div>DESCRIPTION</div> | <div>DESCRIPTION</div> | <div><div> LEA Associates South Asia Pvt. Ltd.</div><div>B-1/7-27, Satara Cantonment, Industrial Estate, State Roads in the State of Orissa</div></div> | | | |



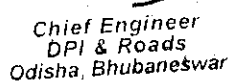
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar








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|---|------------------------|---|
| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| Drawing Title: PLAN AND PROFILE KM 53+000 TO KM 54+000 (SAMBALPUR - ROURKELA) | | Drawing Number: 732311LASHIGHWAYSPPPPP - 50 |
| Date: April 2010 | Drawn By: Tushar Javed | Checked By: S. Sankar |
| Designed By: Subir Roy | Approved By: Avadesh | |
| By: _____ | Date: _____ | |
| Revision | Descriptions | |



Chief Engineer
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Odisha, Bhubaneswar



| | | | | | | | | | | | |
|---|---|---------------------------------|---------------------------------|---|--|--|---|--|--|--|--|
|  | Drawing Title : PLAN AND PROFILE KM 55+000 TO KM 56+000 (SAMBALPUR - ROURKELA) | | | | Scale :   | | CONSULTANTS  PricewaterhouseCoopers Pvt. Ltd. Building 5, 7th & 8th Floor, Tower B, BFL Cyber City, Gurgaon-122001 In 'X' files | | Client: GOVERNMENT OF ORISSA WORKS DEPARTMENT | | |
| | Date April 2010 | Drawn By Tushin Javed | Designed By Subir Roy | Checked By S.Roshni | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |  LEA Associates South Asia Pvt. Ltd. B-1/A-5/1, Main Co-operative, Mahatma Estate, B-1/A-5/1, Main Co-operative, Mahatma Estate, | | | | |
| REVISION | | | | Drawing Number : 73231/ALAS/HIGHWAYS/PPP/PP - 52 | | | | | | | |
| Descriptions | | | | Approved By Anandash | | | | | | | |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



GOVERNMENT OF ORISSA

WORKS DEPARTMENT

| | |
|-------------|---|
| CONSULTANTS | Client: Pricewaterhouse Coopers Pvt. Ltd. |
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box,
E Coopers PVL Ltd.

TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

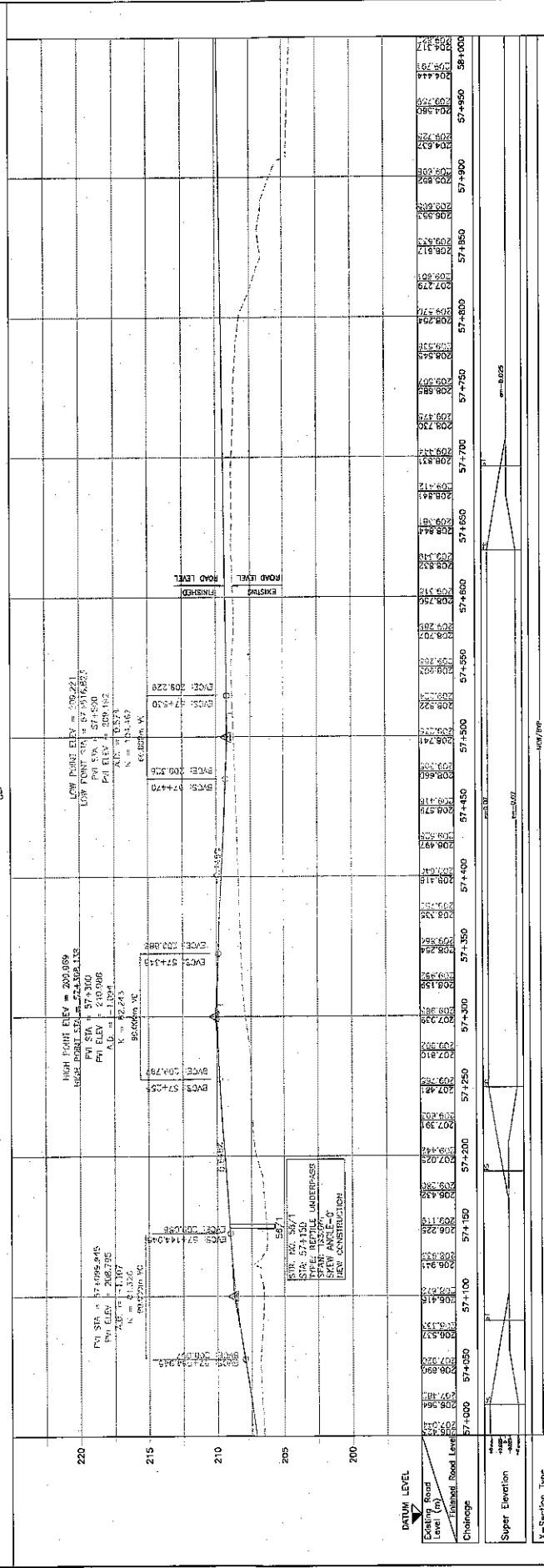
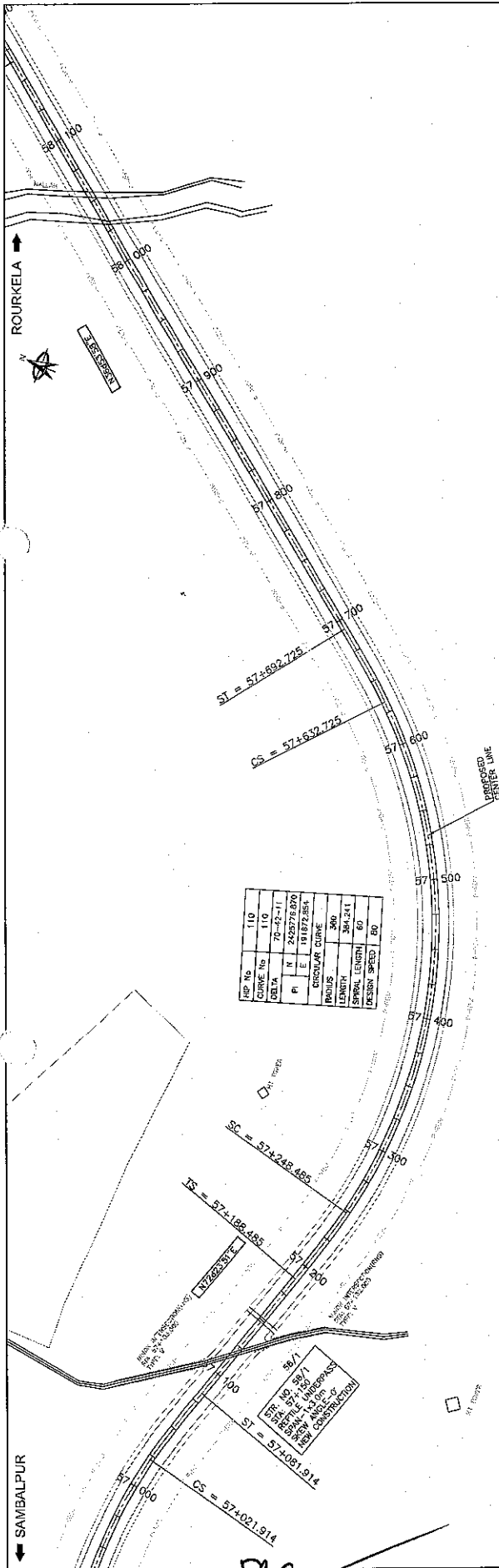
Tower B, DLF Cyber City,
Gurgaon-122001
In JV With
LEA Associates South Asia Pvt. Ltd.
B-1/E-27, Mehra Co-operative Industrial Estate,

| | |
|--|---|
| <p>Scale :</p> <p>Horizontal Scale</p> <p>Vertical Scale</p> | <p>PLAN AND PROFILE</p> <p>KM 56+000 TO KM 57+000</p> <p>(SAMBALPUR - ROURKELA)</p> |
| | <p>Drawing Title :</p> |

| | |
|-------------|--------------|
| Date | April 2010 |
| Drawn By | Tebish Javed |
| Designed By | Subir Roy |
| Checked By | S.Rakshit |

| By | Date | Initials |
|----|------|----------|
| | | |
| | | |
| | | |
| | | |

Drawing Number : 73231\LASA\HIGHWAYS\PPP\PP - 53



GOVERNMENT OF ORISSA
WORKS DEPARTMENT
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
Consultant: Pricewaterhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Scale: 1:1000
Horizontal Scale: 1:1000
Vertical Scale: 1:100

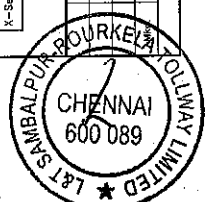
PLAN AND PROFILE
KM 57+000 TO KM 58+000
(SAMBALPUR - ROURKELA)

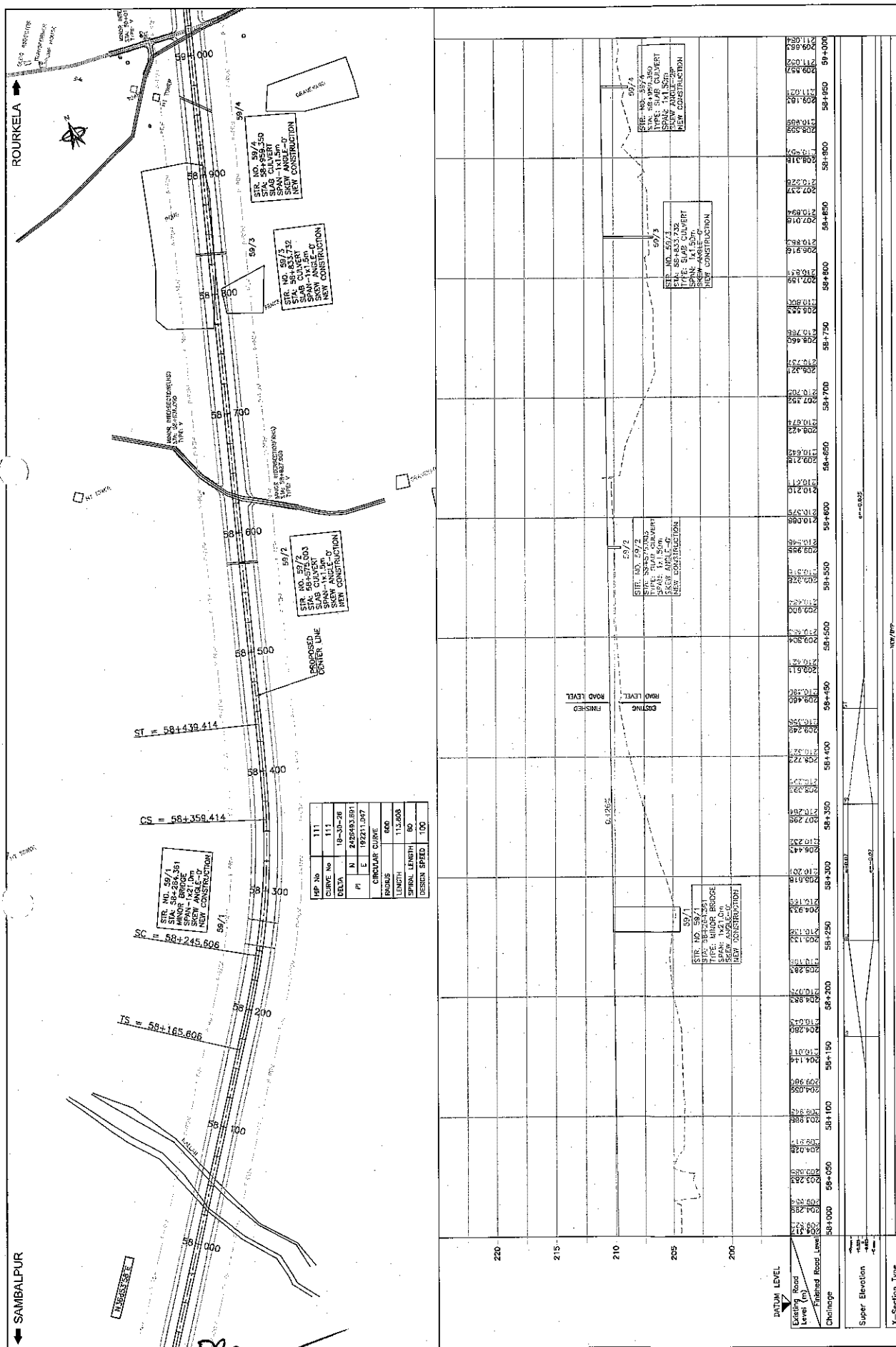
Drawing Number: 73231LASAHIGHWAYSPPPP-54

Date: April 2010
Drawn By: Tushar Jaiswal
Designed By: Supriya Ray
Checked By: B. Rajkumar
Approved By: Anandini

REVISION

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA
WORKS DEPARTMENT
PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

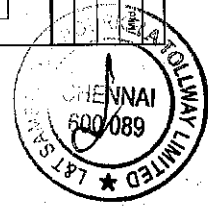
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Horizontal Scale
Vertical Scale

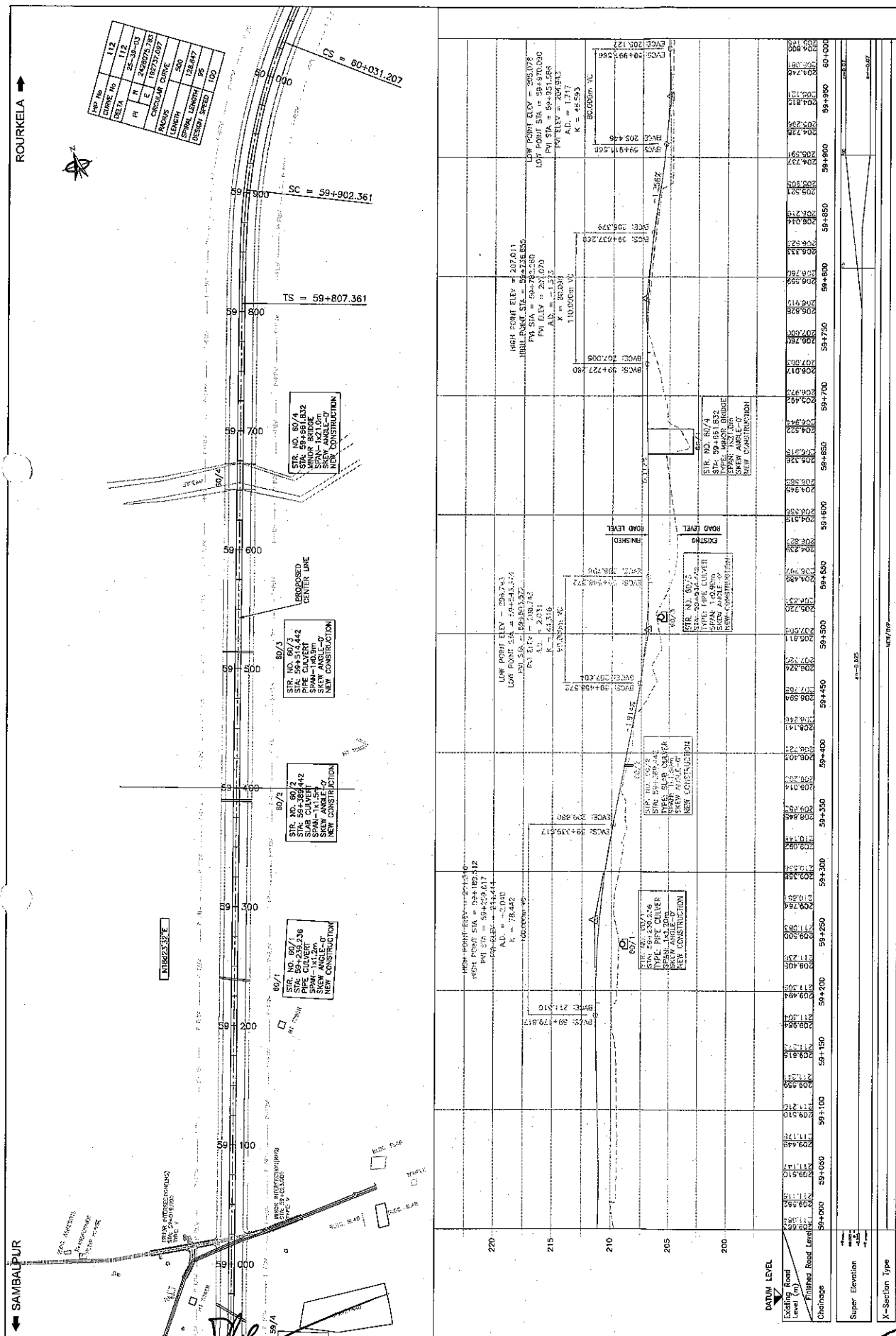
PLAN AND PROFILE
KM 58+000 TO KM 59+000
(SAMBALPUR - ROURKELA)

Drawing Title: KM 58+000 TO KM 59+000
(SAMBALPUR - ROURKELA)

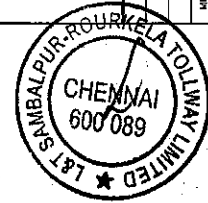
Date: April 2010
Drawn By: Tabish Javed
Designed By: Sauri Roy
Checked By: S. R. Sankant
Approved By: Anandan

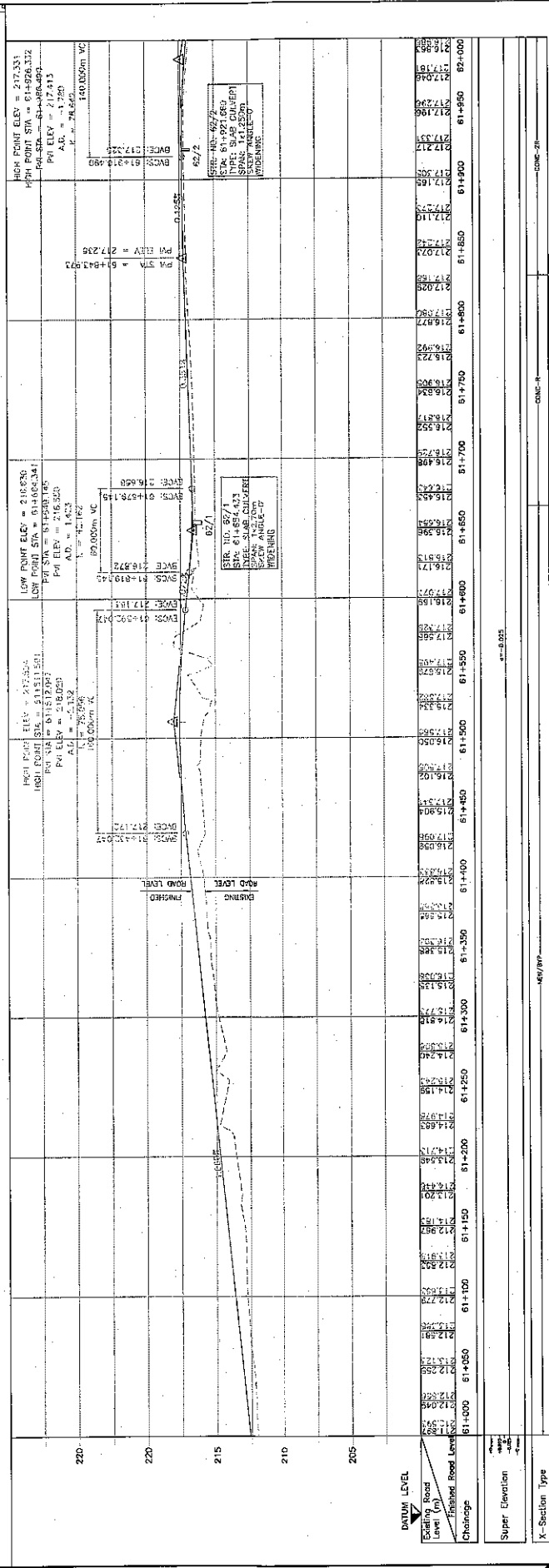
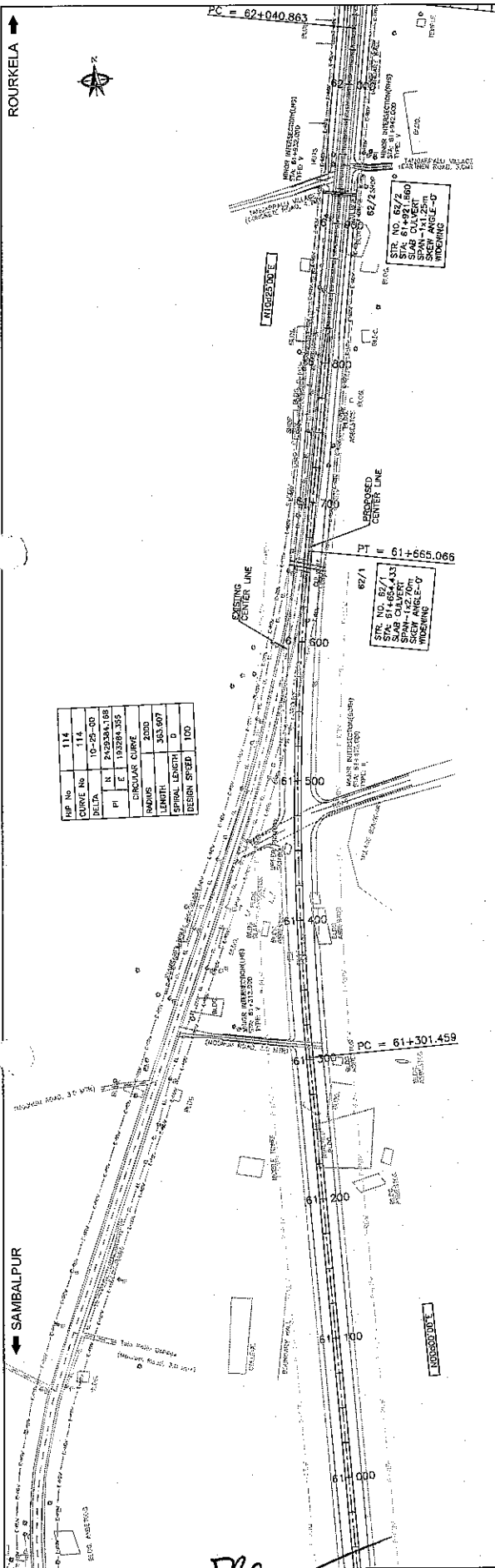
REVISION





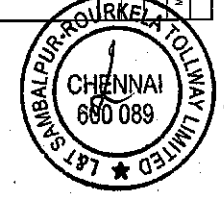
| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | | |
|--|--------------|---|------------|
| Client: | | Pricewaterhouse Coopers Pvt. Ltd. | |
| Project: | | PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Contract No: | | LEA Associates South Asia Pvt. Ltd. | |
| Scale: | | Horizontal Scale: 1:1000 Vertical Scale: 1:100 | |
| Drawing Title: | | PLAN AND PROFILE KM 59+000 TO KM 60+000 (SAMBALPUR - ROURKELA) | |
| Drawing Number: | | 7323/ILAS/HIGHWAY/SPP/POP-56 | |
| Date | Drawn By | Designed By | Checked By |
| April 2010 | Tushar Javed | Subir Roy | S. Roshni |
| Date | By | Approved By | Revision |
| | | | |

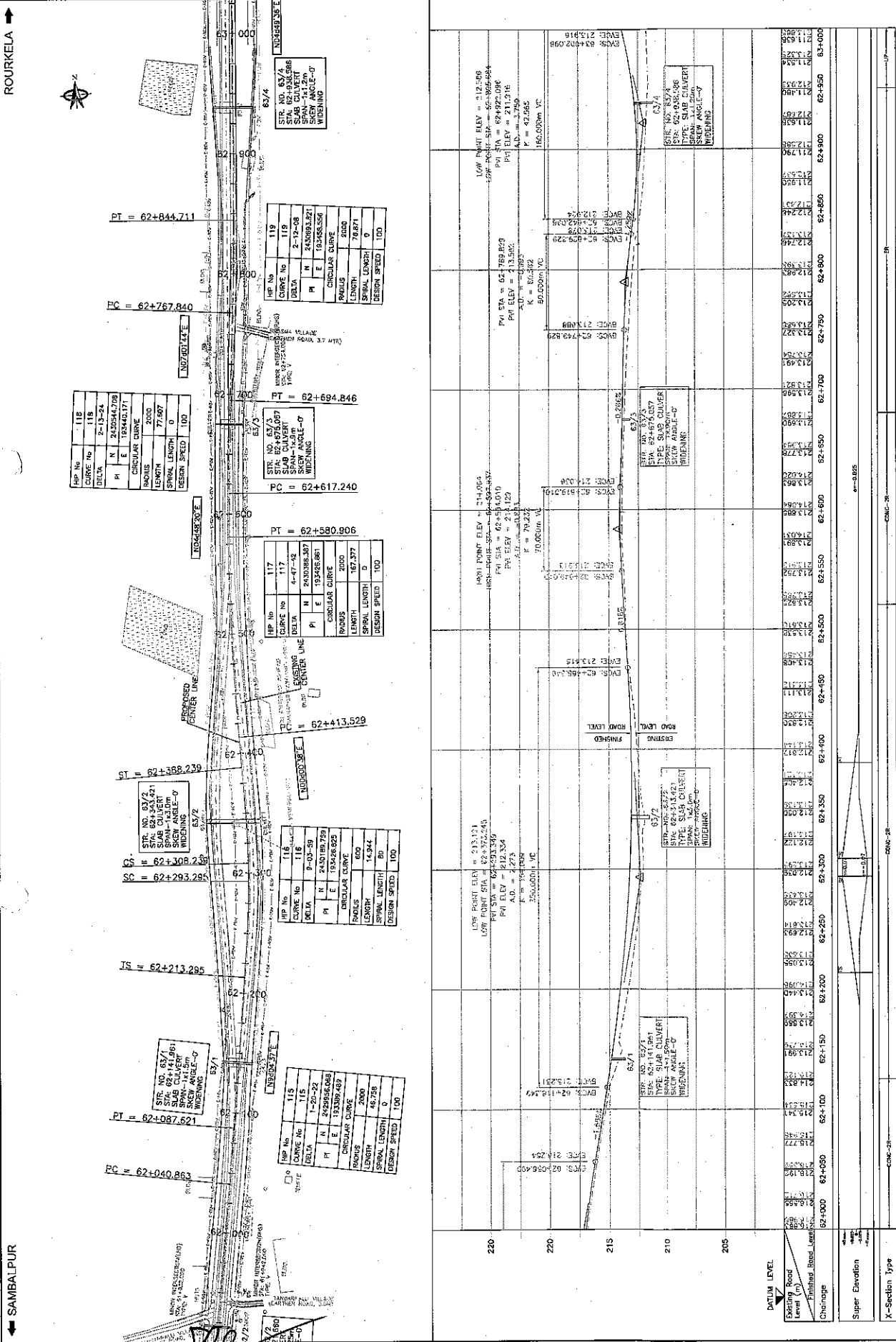




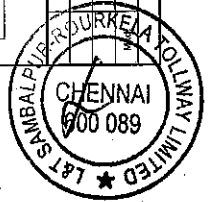
| | | |
|---|--------------------------------------|--|
| <p>Client: Price Waterhouse Coopers Pvt. Ltd. B-1/2, 2nd Floor, Sector 16, Gurgaon, Haryana</p> | | <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>Scale: 1:1000 Horizontal Scale: 1 cm = 10 m Vertical Scale: 1 cm = 1 m</p> | | <p>Drawing Title: PLAN AND PROFILE KM 61+000 TO KM 62+000 (SAMBALPUR - ROURKELA)</p> |
| <p>Date: April 2010</p> | <p>Drawn By: Tushar Javed</p> | <p>Checked By: S. Subash</p> |
| <p>By: S. Subash</p> | <p>Date: April 2010</p> | <p>Approved By: Avdesh</p> |
| <p>Revision: 73231/LAS/HHIGHWAYS/PPPP - 59</p> | | |

Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar





Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



GOVERNMENT OF ORISSA
 WORKS DEPARTMENT
 Client: Pricewaterhouse Coopers Pvt. Ltd.
 Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA
 Drawing Title: PLAN AND PROFILE
 KM 62+000 TO KM 63+000
 (SAMBALPUR - ROURKELA)
 Drawing Number: 73231LASAHIGHWAYSPPPPP-69
 Scale: 1:1000
 Date: April 2010
 Drawn By: Talish Javed
 Checked By: Sauri Roy
 Approved By: Awdish
 Revision: 1

ROURKELA

SAMBALPUR

| HP No | 120 |
|----------------|---------------|
| CURVE No | 22-30-15 |
| DELTA | N 2431.55.008 |
| PI | E 193497.550 |
| CIRCULAR CURVE | |
| RADIUS | 330 |
| LENGTH | 11.712 |
| SPRINK LENGTH | 120 |
| DESIGN SPEED | 100 |

| HP No | 122 |
|----------------|---------------|
| CURVE No | 0-02-55 |
| DELTA | N 2431.78.447 |
| PI | E 193823.089 |
| CIRCULAR CURVE | |
| RADIUS | 5500 |
| LENGTH | 4.229 |
| SPRINK LENGTH | 0 |
| DESIGN SPEED | 100 |

| HP No | 121 |
|----------------|----------------|
| CURVE No | 0-01-45 |
| DELTA | N 2431.557.104 |
| PI | E 193702.497 |
| CIRCULAR CURVE | |
| RADIUS | 10000 |
| LENGTH | 5.071 |
| SPRINK LENGTH | 0 |
| DESIGN SPEED | 100 |

| HP No | 121 |
|----------------|----------------|
| CURVE No | 0-01-45 |
| DELTA | N 2431.557.104 |
| PI | E 193702.497 |
| CIRCULAR CURVE | |
| RADIUS | 10000 |
| LENGTH | 5.071 |
| SPRINK LENGTH | 0 |
| DESIGN SPEED | 100 |

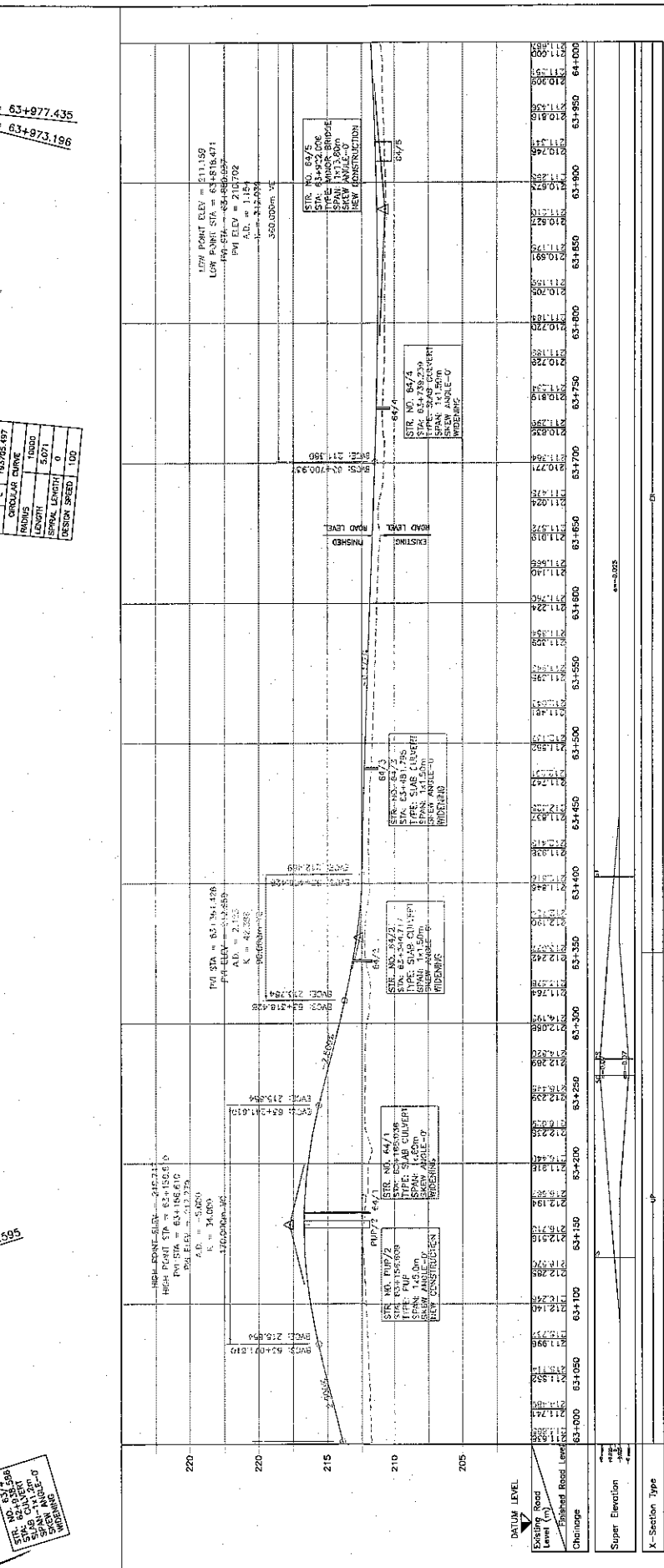
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| CURVE No | 22-30-15 |
| DELTA | N 2431.55.008 |
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| CIRCULAR CURVE | |
| RADIUS | 330 |
| LENGTH | 11.712 |
| SPRINK LENGTH | 120 |
| DESIGN SPEED | 100 |

| HP No | 120 |
|----------------|---------------|
| CURVE No | 22-30-15 |
| DELTA | N 2431.55.008 |
| PI | E 193497.550 |
| CIRCULAR CURVE | |
| RADIUS | 330 |
| LENGTH | 11.712 |
| SPRINK LENGTH | 120 |
| DESIGN SPEED | 100 |

| HP No | 120 |
|----------------|---------------|
| CURVE No | 22-30-15 |
| DELTA | N 2431.55.008 |
| PI | E 193497.550 |
| CIRCULAR CURVE | |
| RADIUS | 330 |
| LENGTH | 11.712 |
| SPRINK LENGTH | 120 |
| DESIGN SPEED | 100 |

| HP No | 120 |
|----------------|---------------|
| CURVE No | 22-30-15 |
| DELTA | N 2431.55.008 |
| PI | E 193497.550 |
| CIRCULAR CURVE | |
| RADIUS | 330 |
| LENGTH | 11.712 |
| SPRINK LENGTH | 120 |
| DESIGN SPEED | 100 |

| HP No | 120 |
|----------------|---------------|
| CURVE No | 22-30-15 |
| DELTA | N 2431.55.008 |
| PI | E 193497.550 |
| CIRCULAR CURVE | |
| RADIUS | 330 |
| LENGTH | 11.712 |
| SPRINK LENGTH | 120 |
| DESIGN SPEED | 100 |



PLAN AND PROFILE
KM 63+000 TO KM 64+000
(SAMBALPUR - ROURKELA)

Drawing Number: 73231LASAHIGHWAYSPPPP-60

Scale: 1:1000
Horizontal Scale
Vertical Scale

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

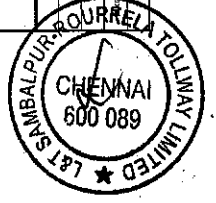
Client: Privateerhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

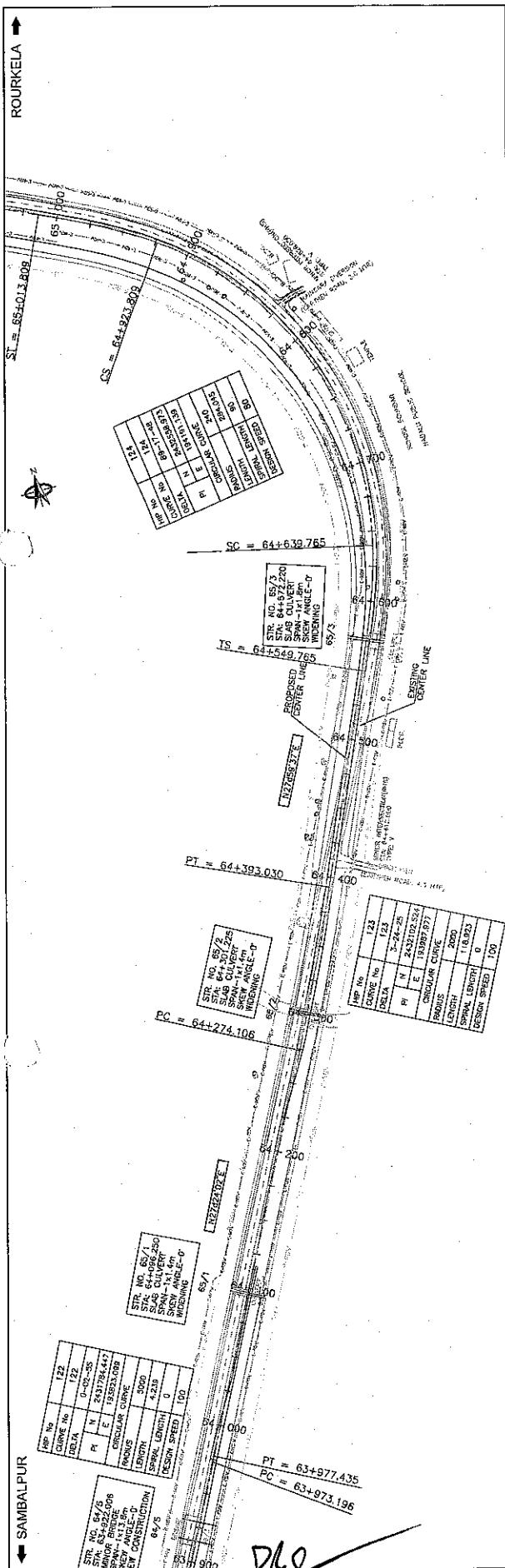
Consultants: Privateerhouse Coopers Pvt. Ltd.
In-charge: Mr. A. K. Mishra
Project: LEA Associates South Asia Pvt. Ltd.
In-charge: Mr. A. K. Mishra

Date: April 2010
Drawn By: Tushar Javed
Designed By: Sauri Roy
Checked By: S. Kishor
Approved By: Anandhan

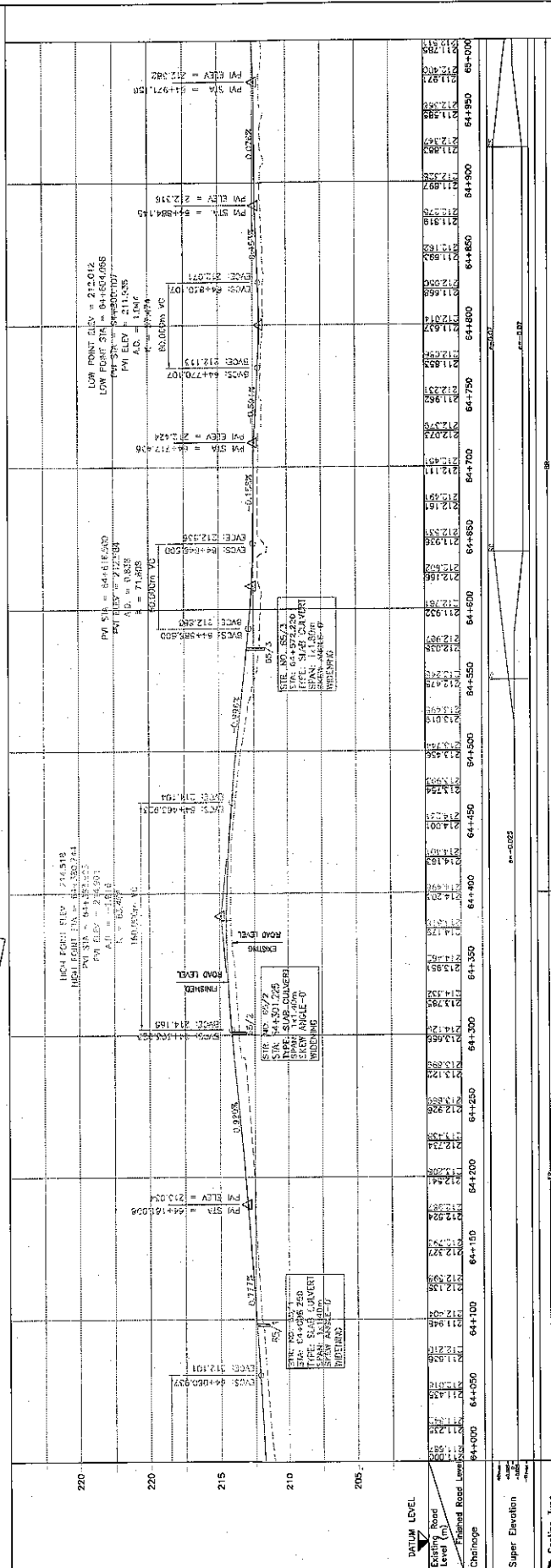
REVISION

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

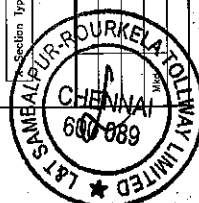


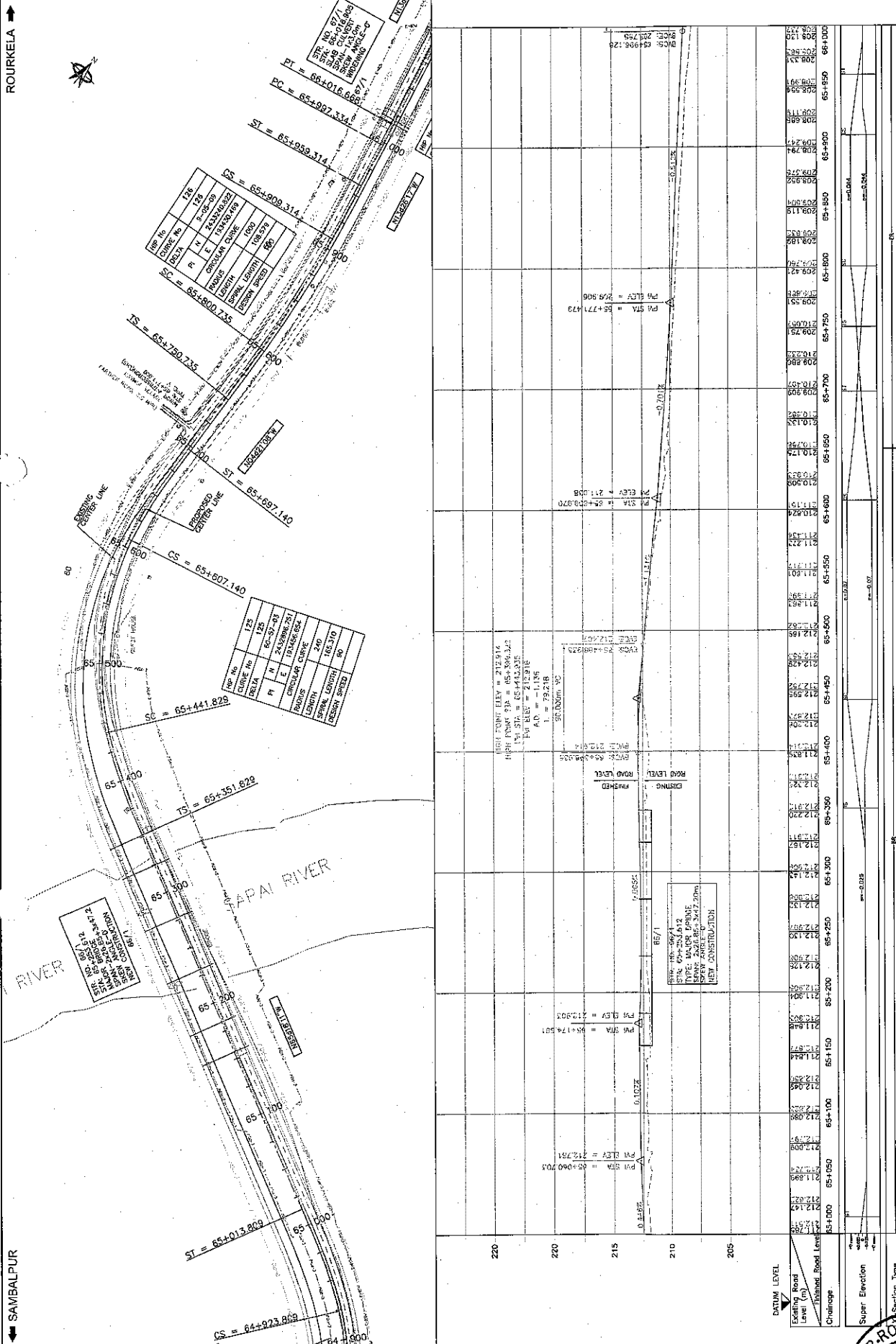


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

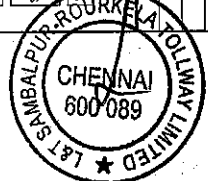


| | | | | |
|---|--|--|--|--|
| <div style="display: flex; justify-content: space-between;"> <div> <p>Drawings</p> <p>By</p> <p>Checked By</p> <p>Approved By</p> </div> <div> <p>Date</p> <p>S. Roushi</p> <p>S. Roushi</p> <p>S. Roushi</p> </div> </div> | <p>Drawing Title :</p> <p>PLAN AND PROFILE</p> <p>KM 64+000 TO KM 65+000</p> <p>(SAMBAPUR - KOURKELA)</p> | | <p>Scale :</p> <div style="display: flex; justify-content: space-around;"> <div> <p>Horizontal Scale</p> <p>0 20 40 60 80 100</p> </div> <div> <p>Vertical Scale</p> <p>0 2 4 6 8 10</p> </div> </div> | <p>CONTRACTOR:</p> <p>Pradip Engineering</p> <p>Plot No. 10, Sector 10, Phase 1, Indraprastha Extension, New Delhi - 110028</p> <p>Is A/E</p> <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> <p>Client: Government of Orissa</p> |
| | <p>Drawing Number : 7323111/ASA/HIGHWAY/SH/PPP - 61</p> | | <p>Scale :</p> <p>Horizontal Scale</p> <p>0 20 40 60 80 100</p> <p>Vertical Scale</p> <p>0 2 4 6 8 10</p> | <p>PROJECT:</p> <p>Pradip Engineering</p> <p>Plot No. 10, Sector 10, Phase 1, Indraprastha Extension, New Delhi - 110028</p> <p>Is A/E</p> <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> <p>Client: Government of Orissa</p> |

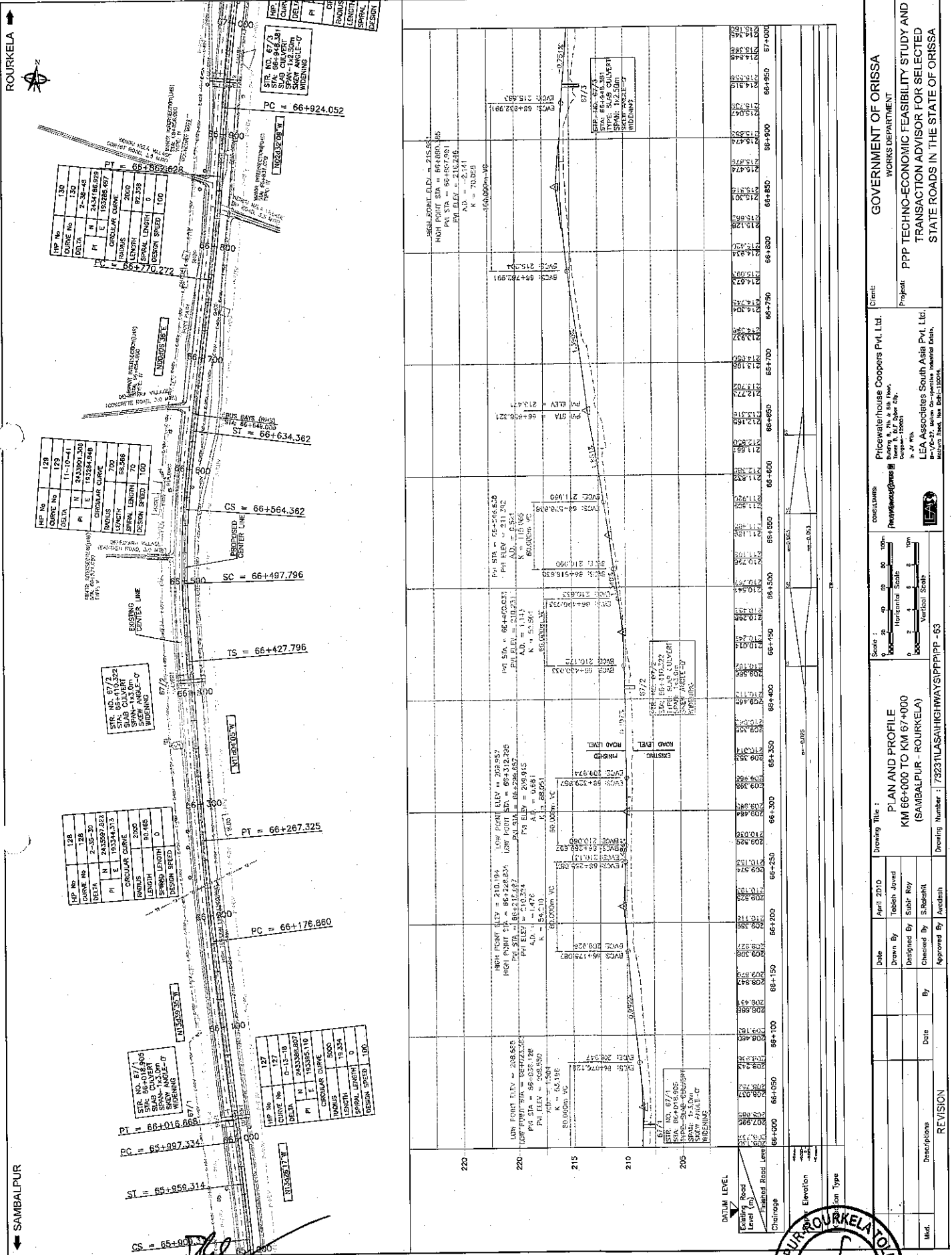




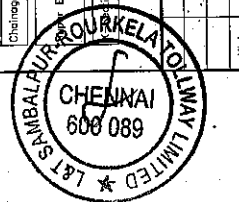
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



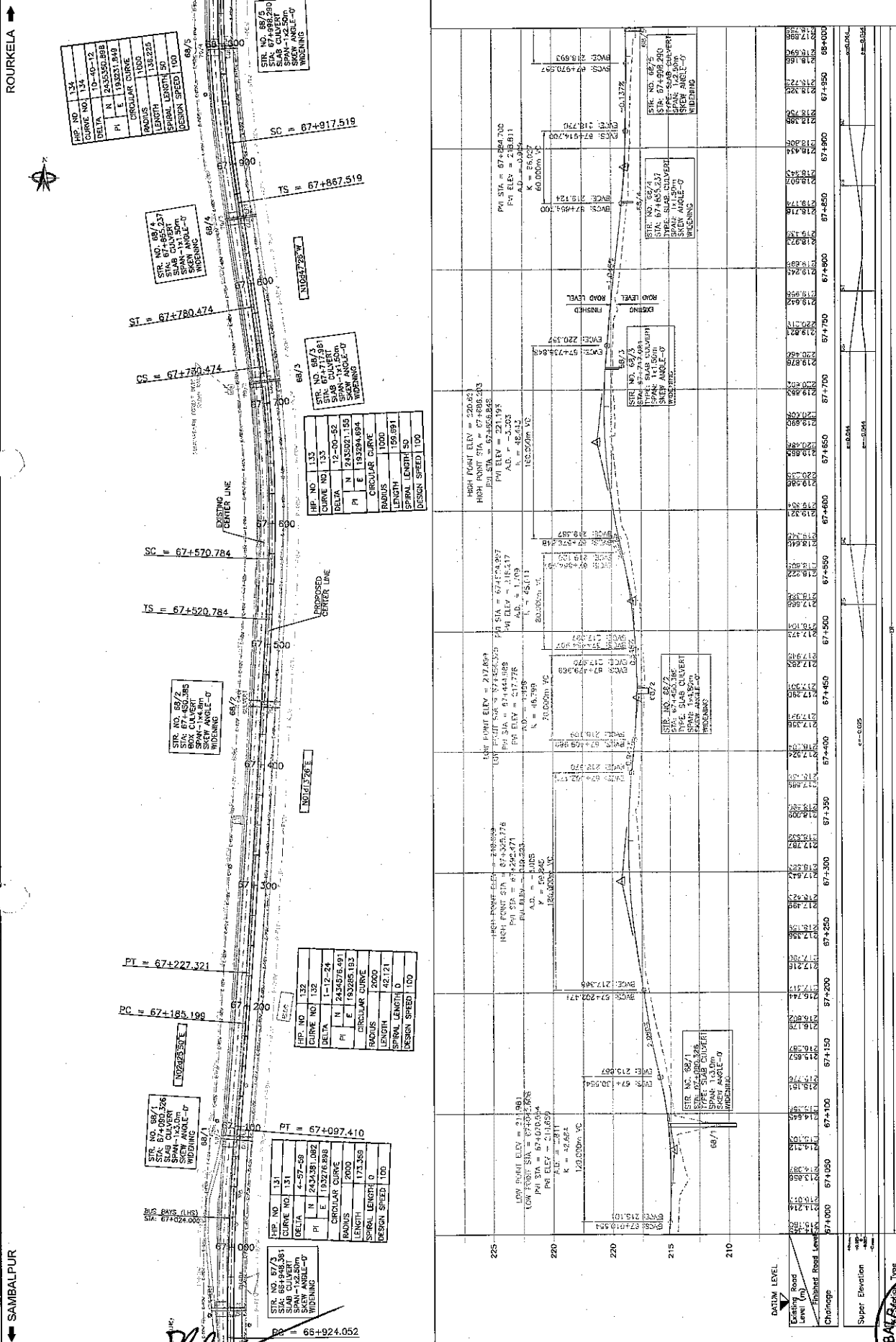
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|---|---|---|
| GOVERNMENT OF ORISSA WORKS DEPARTMENT Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | Client: Pricewaterhouse Coopers Pvt. Ltd. Consultants: Pricewaterhouse Coopers Pvt. Ltd. Drawing Number: 73231/LASAI/HIGHWAYS/PPPAPP - 62 |
| PLAN AND PROFILE KM 65+000 TO KM 66+000 (SAMBALPUR - ROURKELA) | | |
| Date: April 2010 Drawn By: Tushar Javed Checked By: S. Roshni Approved By: Anandh | Date: _____ Drawn By: _____ Checked By: _____ Approved By: _____ | Date: _____ Drawn By: _____ Checked By: _____ Approved By: _____ |
| Description: _____ Mud: _____ | Date: _____ Drawn By: _____ Checked By: _____ Approved By: _____ | Date: _____ Drawn By: _____ Checked By: _____ Approved By: _____ |
| REVISION | | |



Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



| | |
|--|---|
| GOVERNMENT OF ORISSA WORKS DEPARTMENT | |
| Client: Pricewaterhouse Coopers Pvt. Ltd. Consultant: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNICO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | Drawing Title: PLAN AND PROFILE KM 66+000 TO KM 67+000 (SAMBALPUR - ROURKELA) Drawing Number: 72231LASA/HIGHWAYS/PPP/PP-63 |
| Date: April 2010 Drawn By: Tish Javed Designed By: Subir Roy Checked By: S. Rajesh Approved By: Aadesh | Revision: |



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

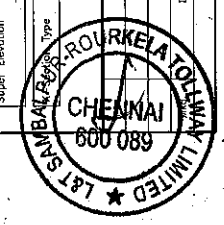
GOVERNMENT OF ORISSA
WORKS DEPARTMENT
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

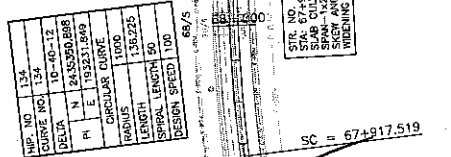
Client: Privatization Coopers Pvt. Ltd.
Consultant: PwE Associates South Asia Pvt. Ltd.
Project: LEA Associates South Asia Pvt. Ltd.
Drawing Number: 732211LASA/HIGHWAYS/PPP-64

Scale: 1:1000
Horizontal Scale: 1:1000
Vertical Scale: 1:1000

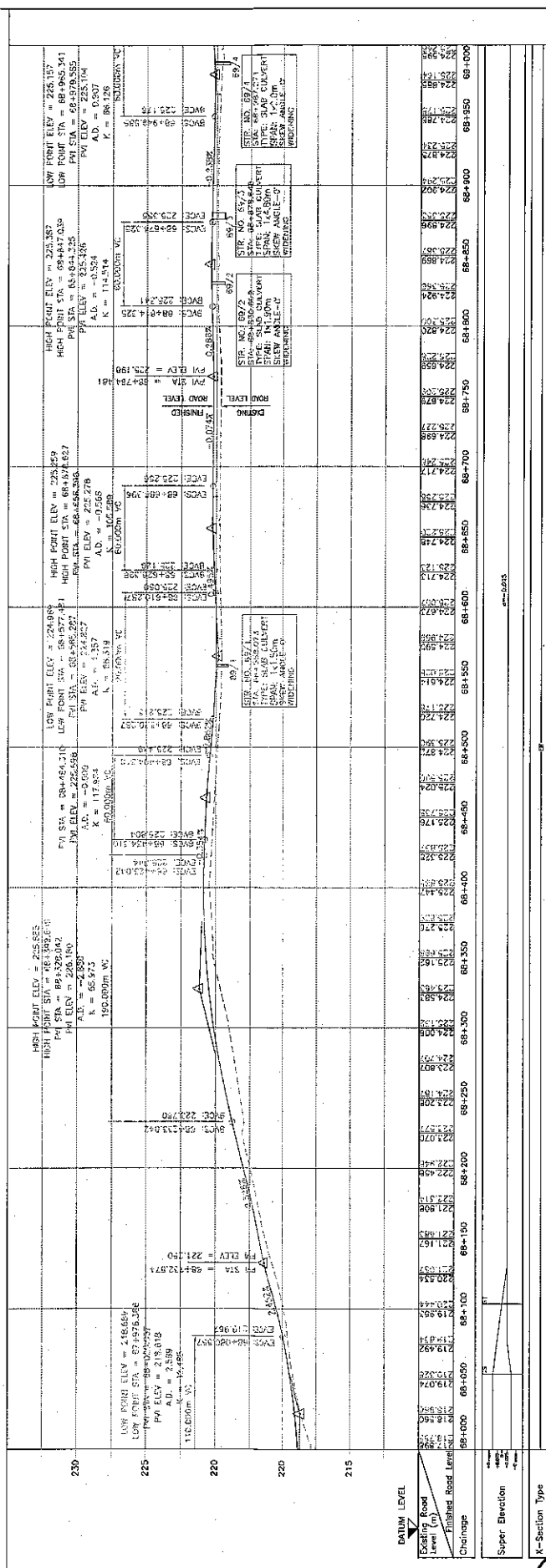
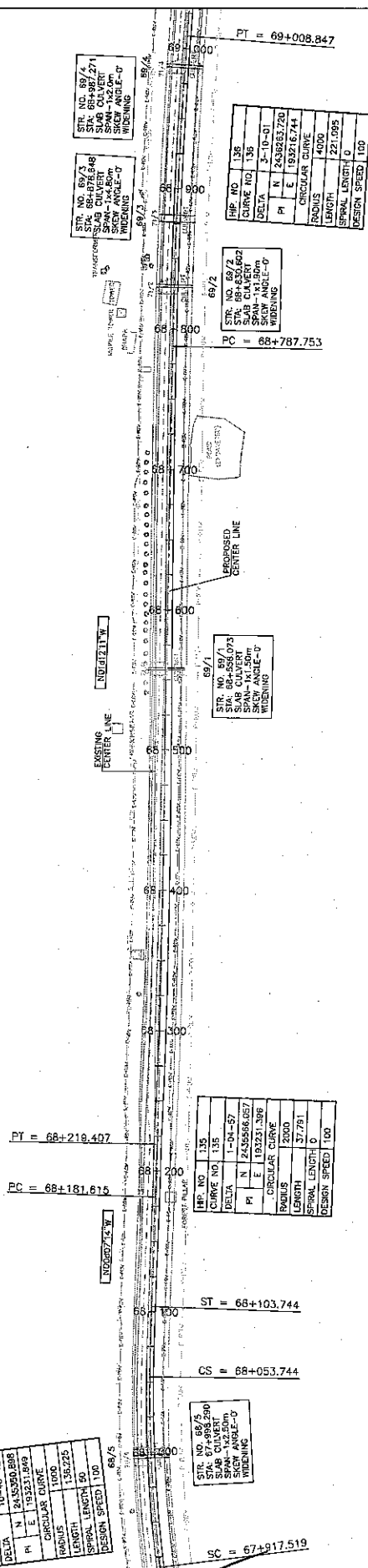
PLAN AND PROFILE
KM 67+000 TO KM 68+000
(SAMBALPUR - ROURKELA)

REVISION
Date: April 2010
Drawn By: Tushar Jena
Designed By: Saurav Roy
Checked By: Subhankar
Approved By: Anandh

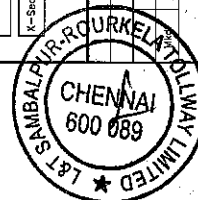




Chief Engineer
@PI & Roads
@disha, Bhubaneswar

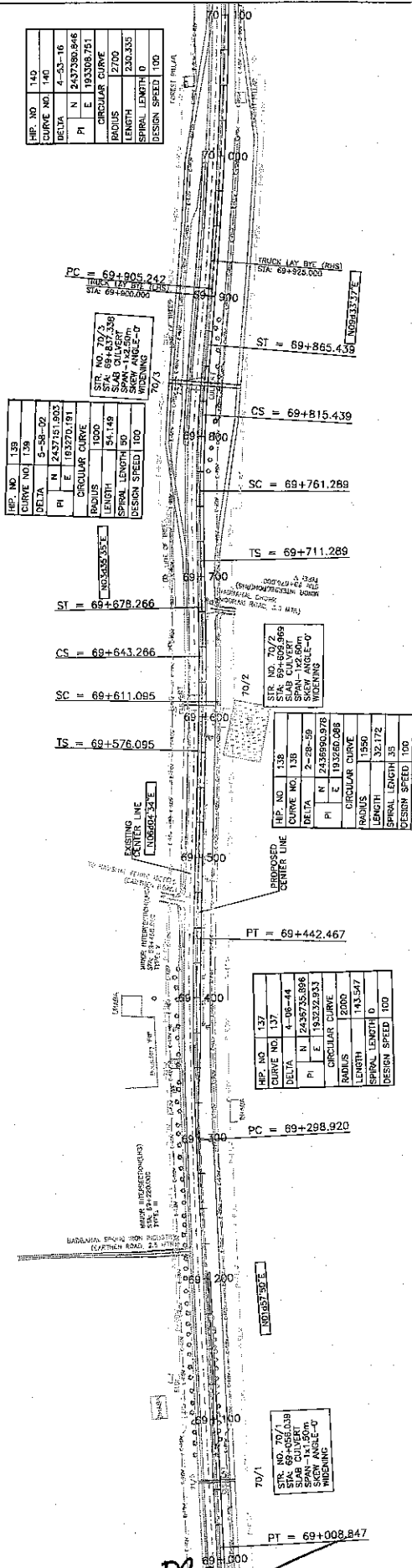


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|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|
| | | | | | | | | | | <div>Scale : <div><div>020406080100m</div><div>Horizontal Scale</div></div><div><div>0246810m</div><div>Vertical Scale</div></div></div> | | <div>CONSULTANTS: <div><div><div>Pricewaterhouse Coopers Pvt. Ltd.</div><div>8th Floor, 8, Jyoti Tower, Market, Bhubaneswar - 751001</div><div>Phone: 91-674-2500111</div><div>Gurgaon - 122001</div></div><div><div>In Jy. 1950.</div><div>LEA Associates South Asia Pvt. Ltd.</div><div>9-17/2-CF, Mohan Co-operative Industrial Estate, Gurgaon - 122001</div></div></div></div> | | <div>Client: GOVERNMENT OF ORISSA WORKS DEPARTMENT</div> | |
| | | | | | | | | | | | | <div>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</div> | | | |
| | | | | | | | | | | | | <div>Drawing Title : PLAN AND PROFILE KM 68+000 TO KM 69+000 (SAMBALPUR - ROJAKELA)</div> | | | |
| | | | | | | | | | | | | <div>Drawing Number : 732311/ASA/HH-WAYS/SP/PPP - 65</div> | | | |
| | | | | | | | | | | | | <div>REVISION</div> | | | |
| | | | | | | | | | | | | <div>Drawn By Tabish Javed</div> | | | |
| | | | | | | | | | | | | <div>Designed By Sabir Roy</div> | | | |
| | | | | | | | | | | | | <div>Checked By S. Raut</div> | | | |
| | | | | | | | | | | | | <div>Approved By Anandh</div> | | | |
| | | | | | | | | | | | | <div>Descriptions</div> | | | |
| | | | | | | | | | | | | <div>By</div> | | | |
| | | | | | | | | | | | | <div>Date</div> | | | |

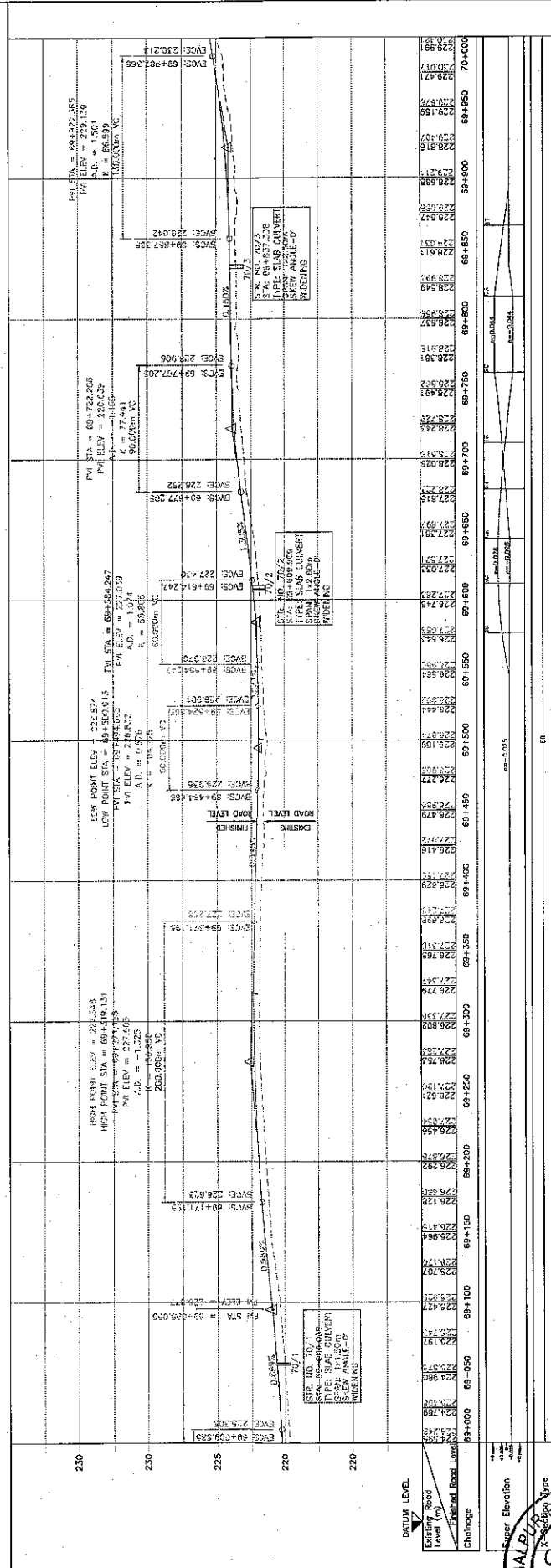


SAMBALPUR

ROURKELA



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



GOVERNMENT OF ORISSA
WORKS DEPARTMENT

Client: Pricewaterhouse Coopers Pvt. Ltd.

Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Drawn By: Tushar Jaiswal
Designed By: Subir Roy
Checked By: S. K. Saha
Approved By: Anandh

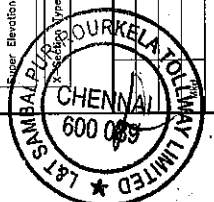
PLAN AND PROFILE
KM 69+000 TO KM 70+000
(SAMBALPUR - ROURKELA)

Drawing Number: 73231LASAHIGHWAYSIPPP-66

Date: April 2010
Drawn By: Tushar Jaiswal
Designed By: Subir Roy
Checked By: S. K. Saha
Approved By: Anandh

REVISION

REVISION



ROURKELA

SAMBALPUR

| | |
|----------------|---------------|
| HP. NO | 140 |
| CURVE NO | 140 |
| DELTA | 4-53-16 |
| PI | N 2437350.846 |
| E | 193300.751 |
| CIRCULAR CURVE | |
| RADIUS | 2700 |
| LENGTH | 230.335 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

| | |
|----------------|---------------|
| HP. NO | 143 |
| CURVE NO | 143 |
| DELTA | 2-48-02 |
| PI | N 2435152.150 |
| E | 193362.116 |
| CIRCULAR CURVE | |
| RADIUS | 1200 |
| LENGTH | 17.959 |
| SPIRAL LENGTH | 40 |
| DESIGN SPEED | 100 |

| | |
|----------------|---------------|
| HP. NO | 141 |
| CURVE NO | 141 |
| DELTA | 1-16-11 |
| PI | N 2437773.528 |
| E | 193340.845 |
| CIRCULAR CURVE | |
| RADIUS | 2000 |
| LENGTH | 41.320 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

| | |
|----------------|---------------|
| HP. NO | 142 |
| CURVE NO | 142 |
| DELTA | 0-43-36 |
| PI | N 2437903.704 |
| E | 193348.566 |
| CIRCULAR CURVE | |
| RADIUS | 2000 |
| LENGTH | 26.365 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

PT = 70+135.577

PC = 70+392.170

PT = 70+435.490

PC = 70+532.655

PT = 70+557.418

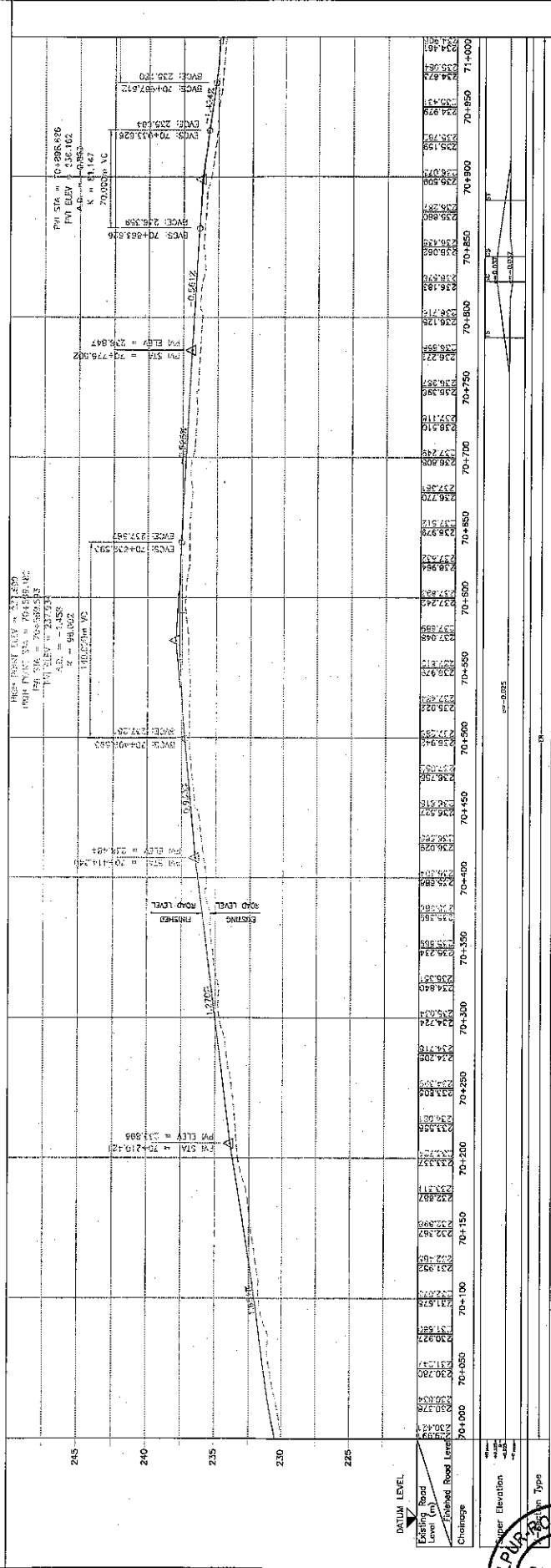
TS = 70+785.511

SC = 70+825.511

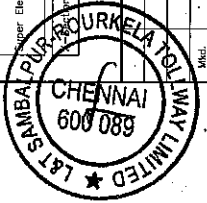
ST = 70+883.470

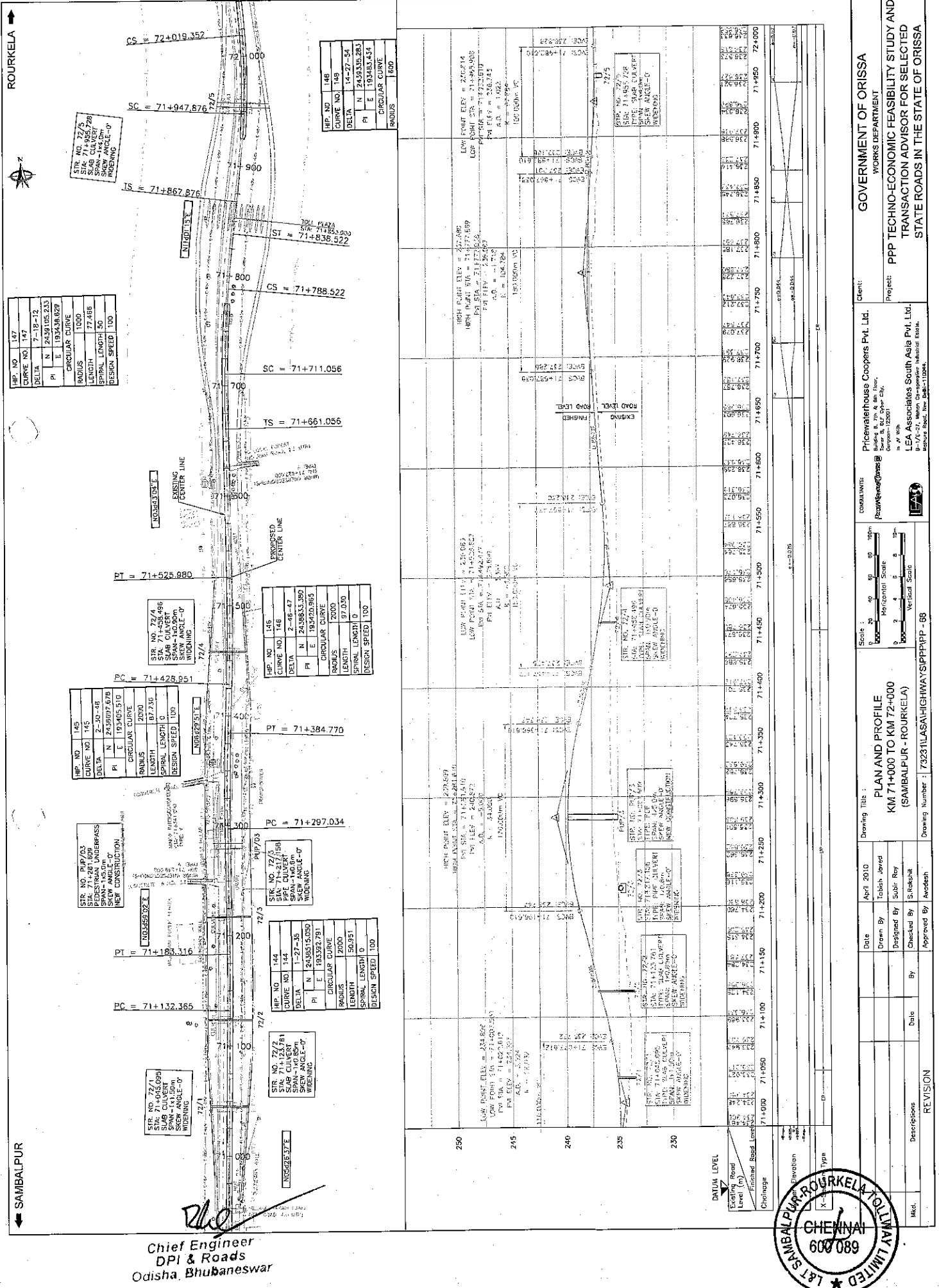


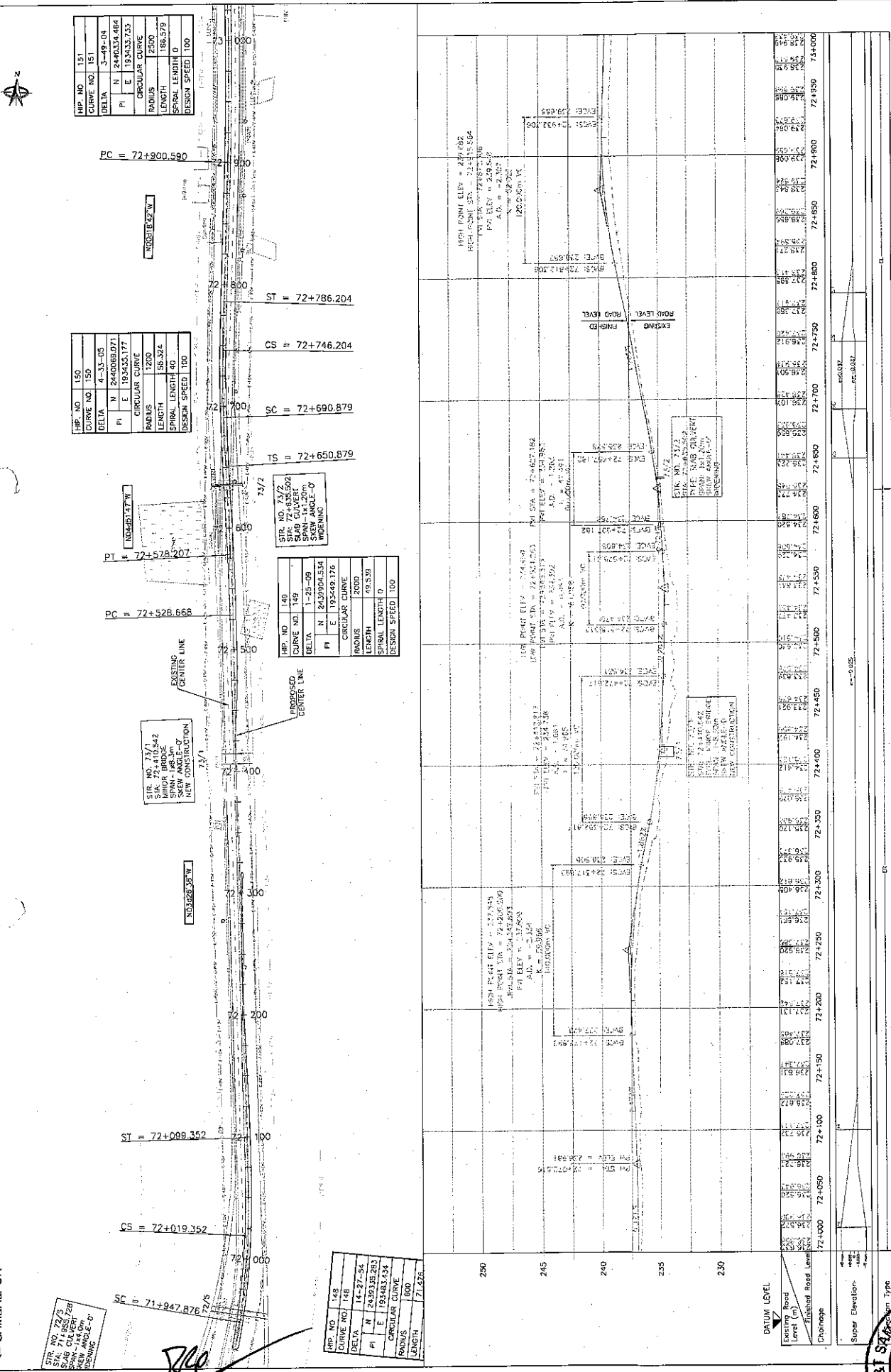
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





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|---|--|--|--|---|--|--|--|
| <p>PLAN AND PROFILE KM 70+000 TO KM 71+000 (SAMBALPUR - ROURKELA)</p> | | | | <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | | | |
| <p>Drawing Title: PLAN AND PROFILE KM 70+000 TO KM 71+000 (SAMBALPUR - ROURKELA)</p> | | | | <p>Scale: 1:1000 Horizontal Scale: 1cm = 10m Vertical Scale: 1cm = 1m</p> | | | |
| <p>Dates: April 2010 Drawn By: Tolish Jind Designed By: Subir Ray Checked By: S. Rishant Approved By: Vaidash</p> | | | | <p>Revision: 1</p> | | | |

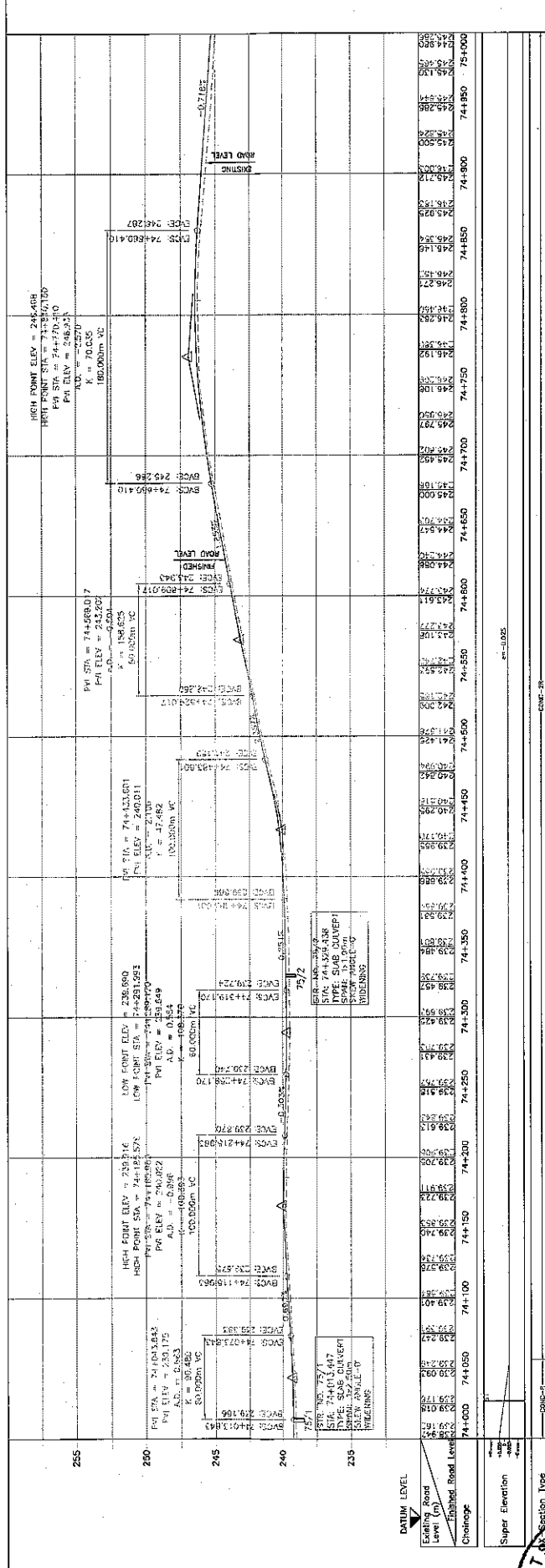
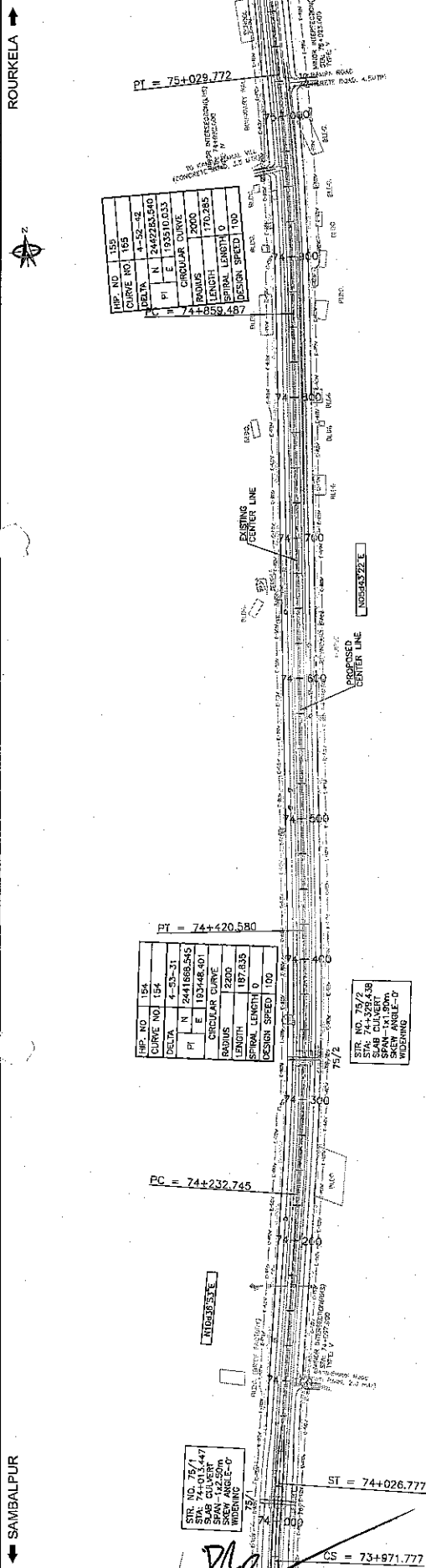






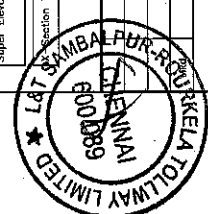
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

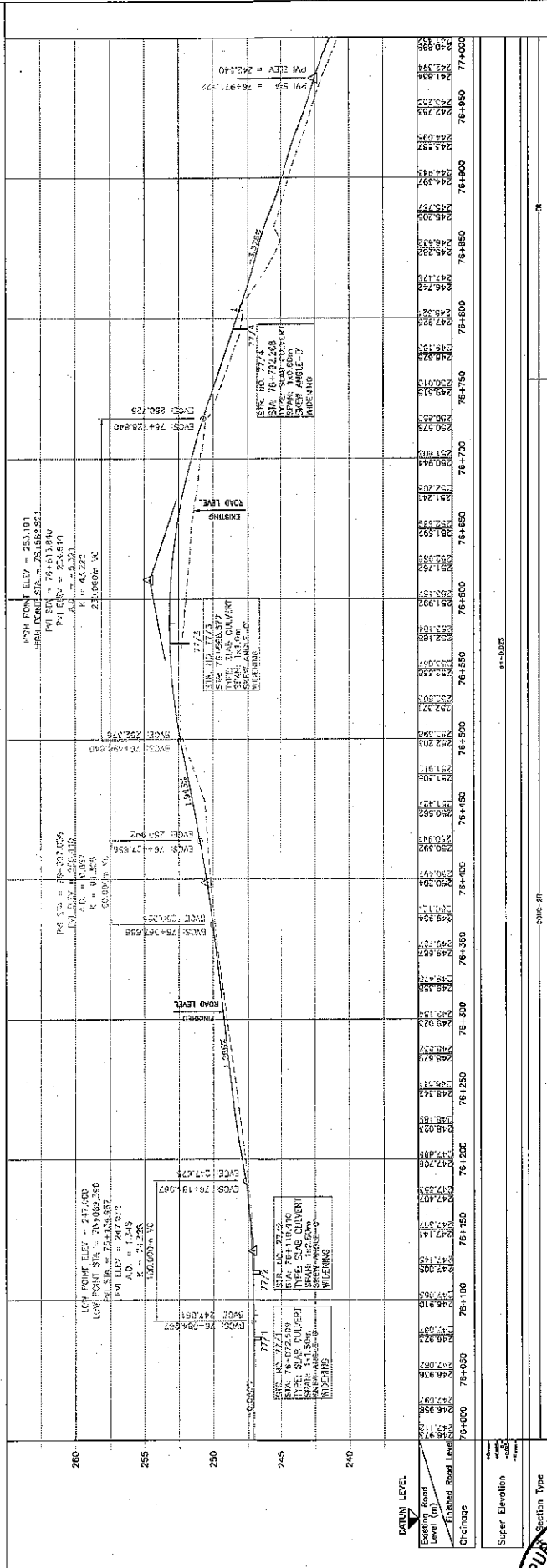
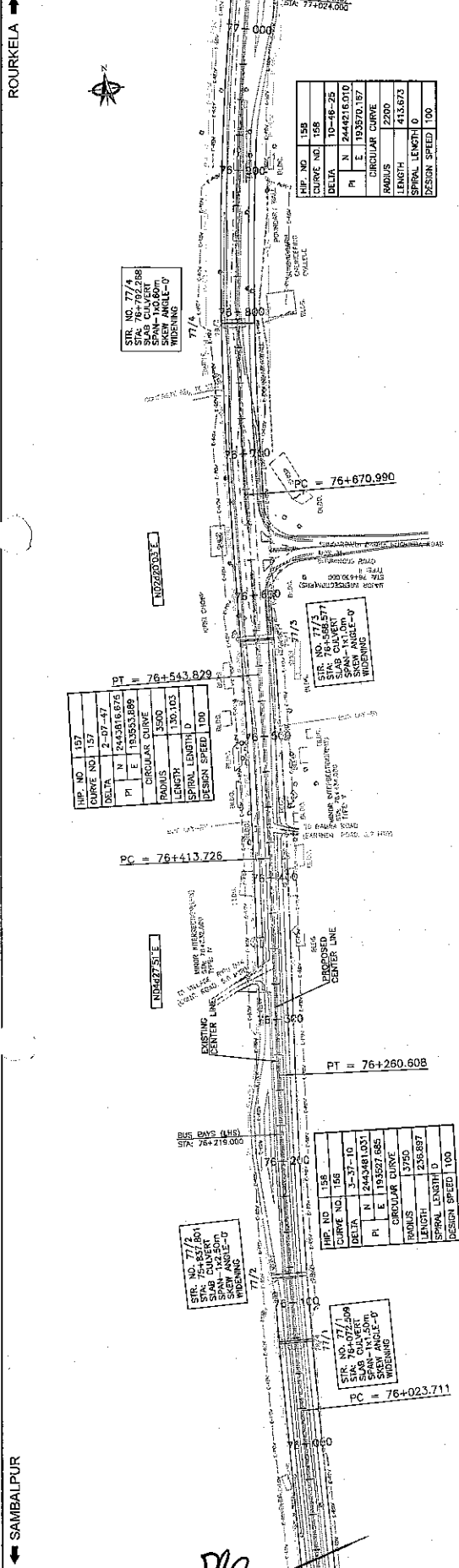
| | | | | | |
|---|------------|--|--------------|---|--|
|  | | GOVERNMENT OF ORISSA WORKS DEPARTMENT | | Client: Pricewaterhouse Coopers Pvt. Ltd. Building 11, 7th & 8th Floor, Tower B, DLF Cyber City, Gurgaon-122001 In. N. of 10th LEA Associates South Asia Pvt. Ltd., 10th Floor, 10th Avenue, Sakinaka, New Delhi-110049. | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| Drawing Title : PLAN AND PROFILE KM 72+000 TO KM 73+000 (SAMBALPUR - ROURKELA) | | Scale : 1" = 40' Horizontal Scale 1" = 10m Vertical Scale | | CONTRACT NAME:  | |
| Date | April 2010 | Drawn By | Tobish Javed | | |
| Designed By | Subir Roy | Checked By | S/Rosemit | | |
| By | | Approved By | Anagadh | | |
| Descriptions | | REVISION | | | |



| | | |
|---|-------------------------------------|---|
| <p>GOVERNMENT OF ORISSA</p> <p>WORKS DEPARTMENT</p> <p>Client: Pricewaterhouse Coopers Pvt. Ltd.</p> <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | | <p>Scale: 1:1000</p> <p>Horizontal Scale: 1:1000</p> <p>Vertical Scale: 1:100</p> |
| <p>PLAN AND PROFILE</p> <p>KM 74+000 TO KM 75+000</p> <p>(SAMBALPUR - ROURKELA)</p> | | <p>Drawing Number: 73231LASAHIGHWAYSPPPP-71</p> |
| <p>Date: April 2010</p> <p>Drawn By: Tabish Javed</p> <p>Designed By: Subir Ray</p> <p>Checked By: S.Reddy</p> <p>Approval By: Avidanah</p> | <p>Date: _____</p> <p>By: _____</p> | <p>REVISION</p> |

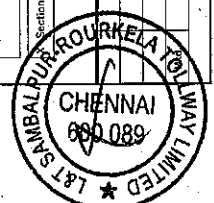
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar.

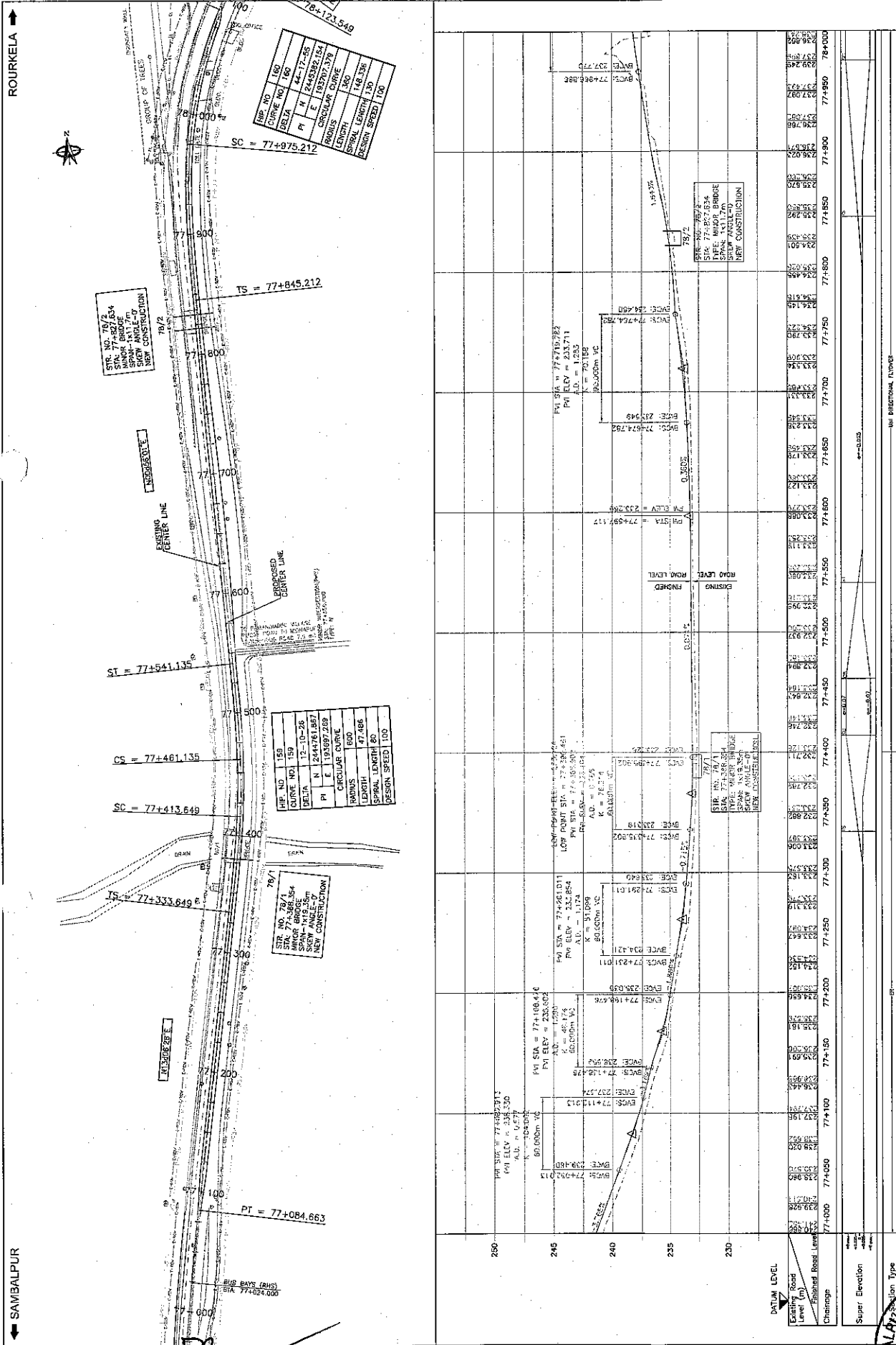




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|---|--|
| GOVERNMENT OF ORISSA WORKS DEPARTMENT | |
| Client: Pricewaterhouse Coopers Pvt. Ltd. Address: 27 & 28, 1st Floor, Ring Road, Bhubaneswar-751001 | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| Drawing Title: PLAN AND PROFILE KM 76+000 TO KM 77+000 (SAMBALPUR - ROURKELA) | |
| Scale: 1" = 100' (Horizontal) 1" = 10' (Vertical) | Drawing Number: 7323/ILASAHIGHWAYSPPPP-73 |
| Date: April 2010 Drawn By: Tabish Javed Designed By: Subir Roy Checked By: S. Roshni Approved By: | Revision: |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





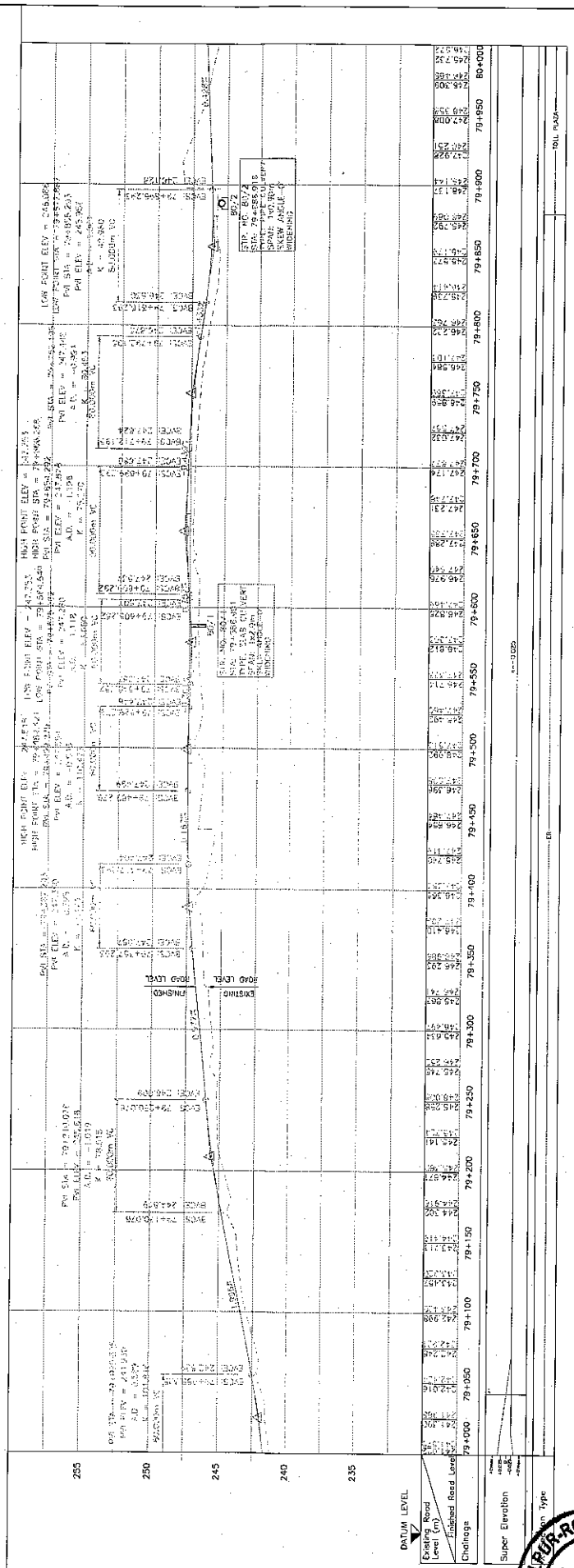
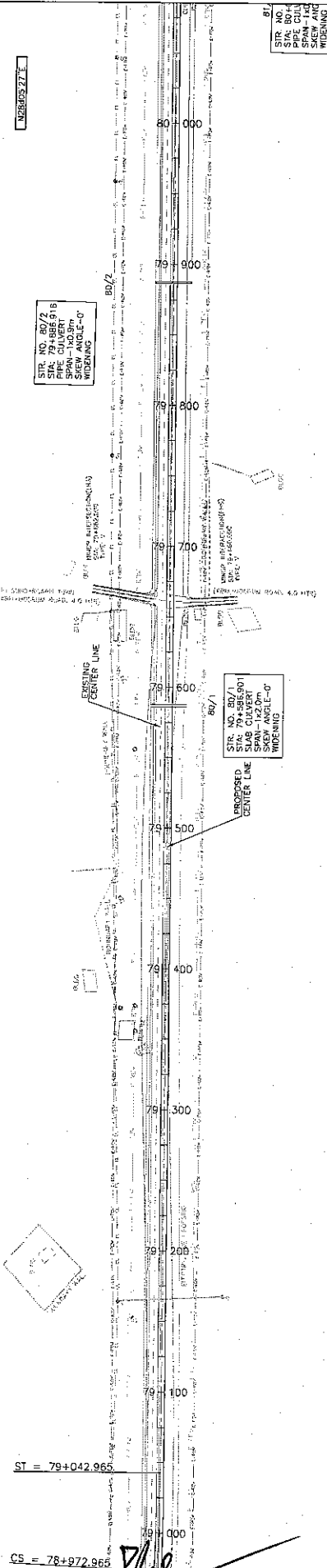
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



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| GOVERNMENT OF ORISSA WORKS DEPARTMENT Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Client: Pricewaterhouse Coopers Pvt. Ltd. In-charge: Mr. S. K. Saha Design: Mr. S. K. Saha LEA Associates South Asia Pvt. Ltd. In-charge: Mr. S. K. Saha Design: Mr. S. K. Saha | Scale: 1:1000 Horizontal Scale: 1:1000 Vertical Scale: 1:100 Drawing Title: PLAN AND PROFILE KM 77+000 TO KM 78+000 (SAMBALPUR - ROURKELA) Drawing Number: 73231LASA-HIGHWAY/PPP/PPP - 74 |
| Date: April 2010 Drawn By: Tejbish Javed Designed By: Subir Roy Checked By: S. Ranjit Approved By: Anandini | Date: _____ By: _____ Date: _____ Approved By: _____ |
| REVISION Description: _____ Date: _____ Approved By: _____ | |

← SAMBALPUR →

← ROURKELA →



| | |
|---|-------------------------------|
| Client: GOVERNMENT OF ORISSA WORKS DEPARTMENT | |
| Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Consultant: PricewaterhouseCoopers Pvt. Ltd. Building 8, 7th & 8th Floor, Bhubaneswar - 751005 In Jt. With: LEA Associates South Asia Pvt. Ltd. B-1/E-27, Mohan Co-operative Industrial Estate, Mumbai Road, New Delhi-110041. | |
| Drawing Title: PLAN AND PROFILE KM 79+000 TO KM 80+000 (SAMBALPUR - ROURKELA) | |
| Drawing Number: 73231LASA/HIGHWAYS/PPP-76 | |
| Date: April 2010 | Drawn By: Talish Javed |
| Checked By: S. Rashid | Approved By: Awajash |
| By: _____ | Date: _____ |
| REVISION | DESCRIPTION |
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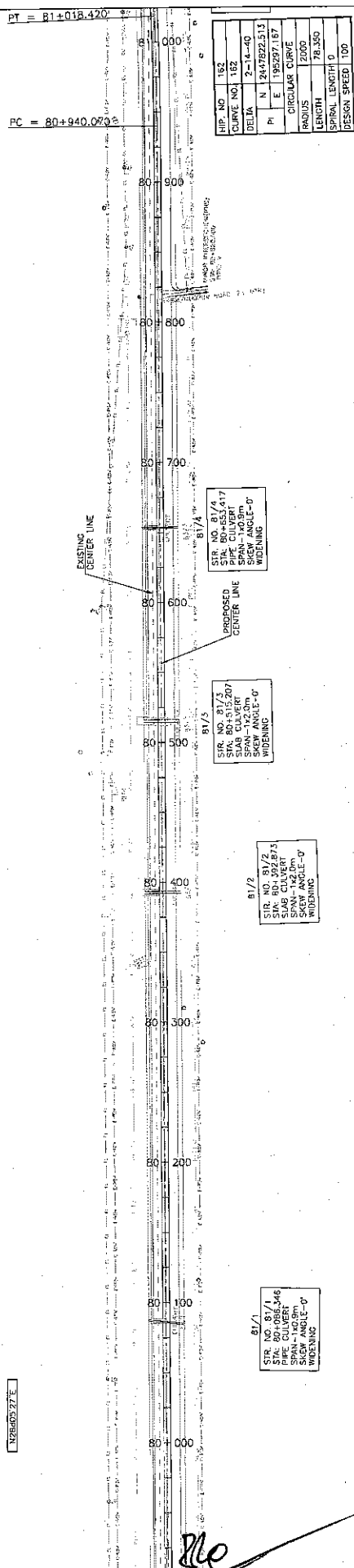
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



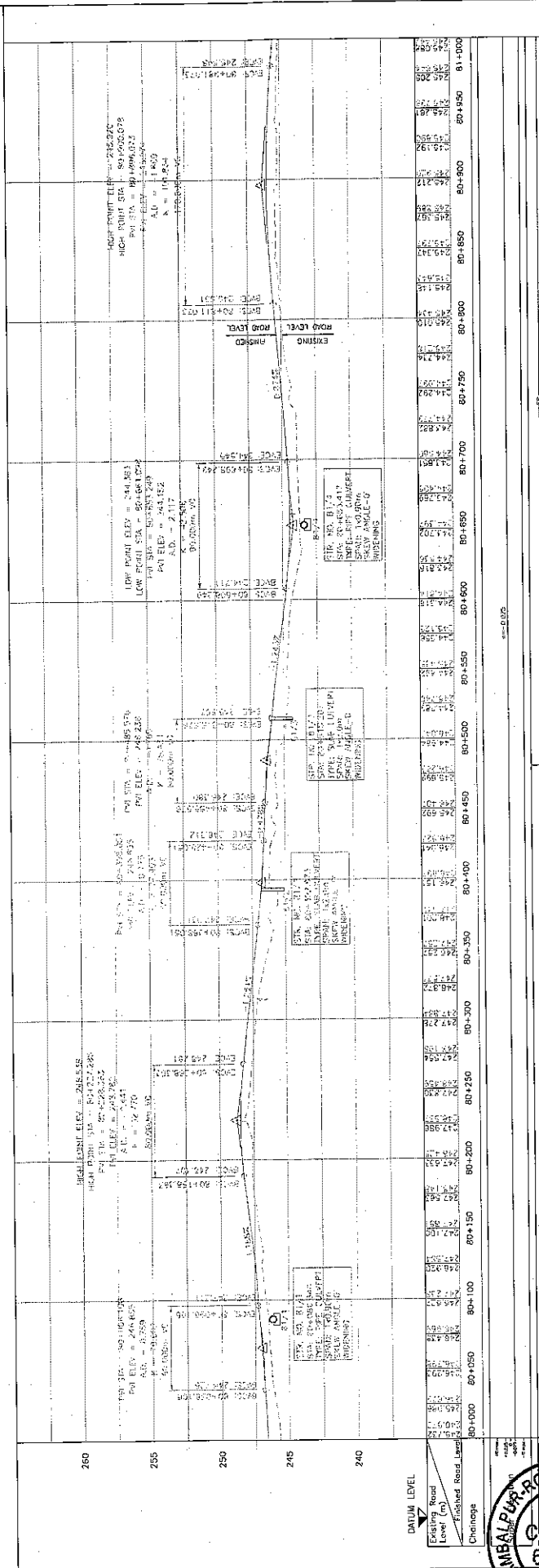
ROURKELA

SAMBALPUR

N 26° 05' 27" E



Chief Engineer
BPI & Roads
Odisha, Bhubaneswar



GOVERNMENT OF ORISSA
WORKS DEPARTMENT

Client: Pricewaterhouse Coopers Pvt. Ltd.
Building 9, 7th & 8th Floor,
Tower B, O.P. Cyber City,
Bhubaneswar - 751 005

Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

LEA Associates South Asia Pvt. Ltd.
12/1/2/2, New Ganga Nagar, Bhubaneswar, Odisha - 751 004

Scale : 1:1000
Horizontal Scale
Vertical Scale

PLAN AND PROFILE
KM 80+000 TO KM 81+000
(SAMBALPUR - ROURKELA)

Drawing Number : 73231/LASAHIGHWAYS/PPP - 77

Date : April 2010

Drawn By : Tabish Javed

Designed By : Subir Roy

Checked By : S. Roshni

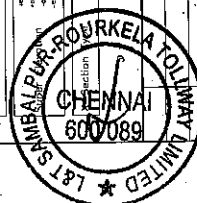
Approved By : Anandash

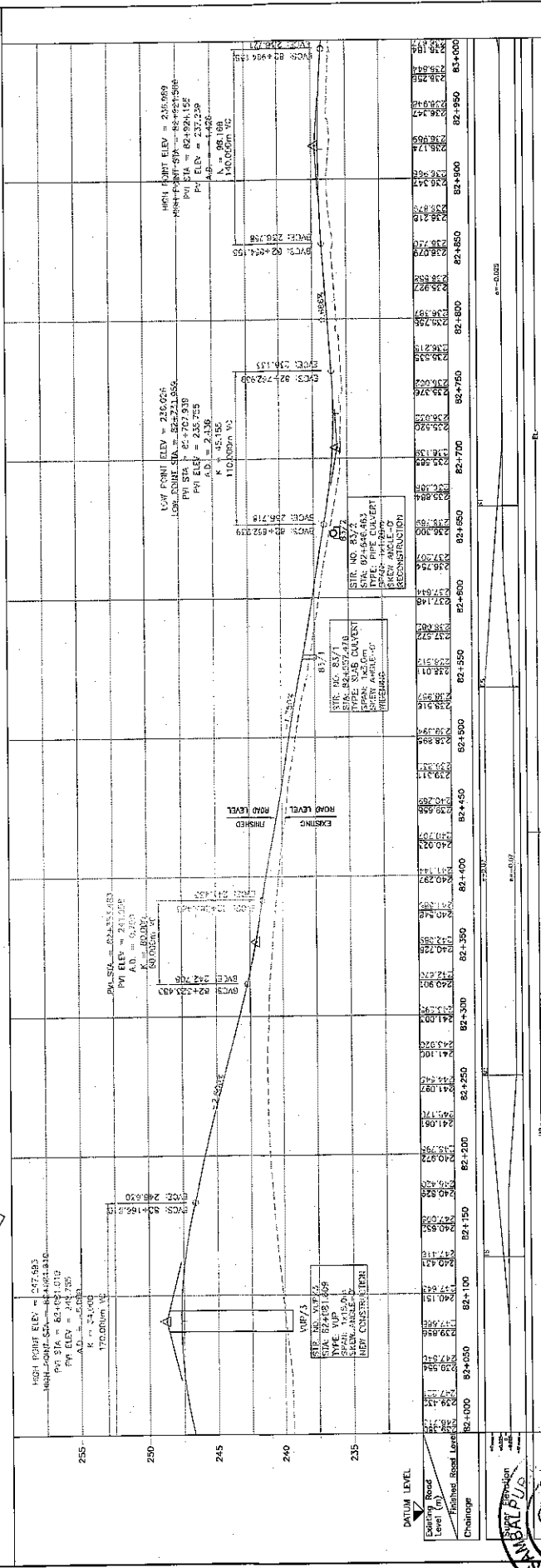
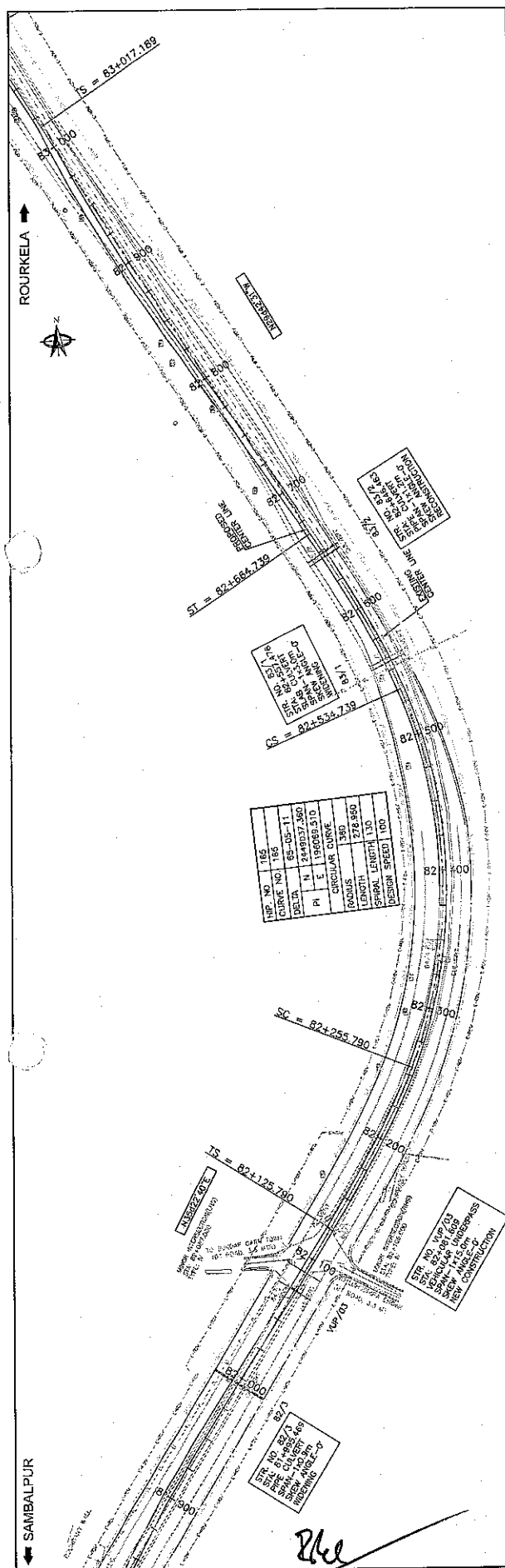
REVISION

By : Date :

Descriptions

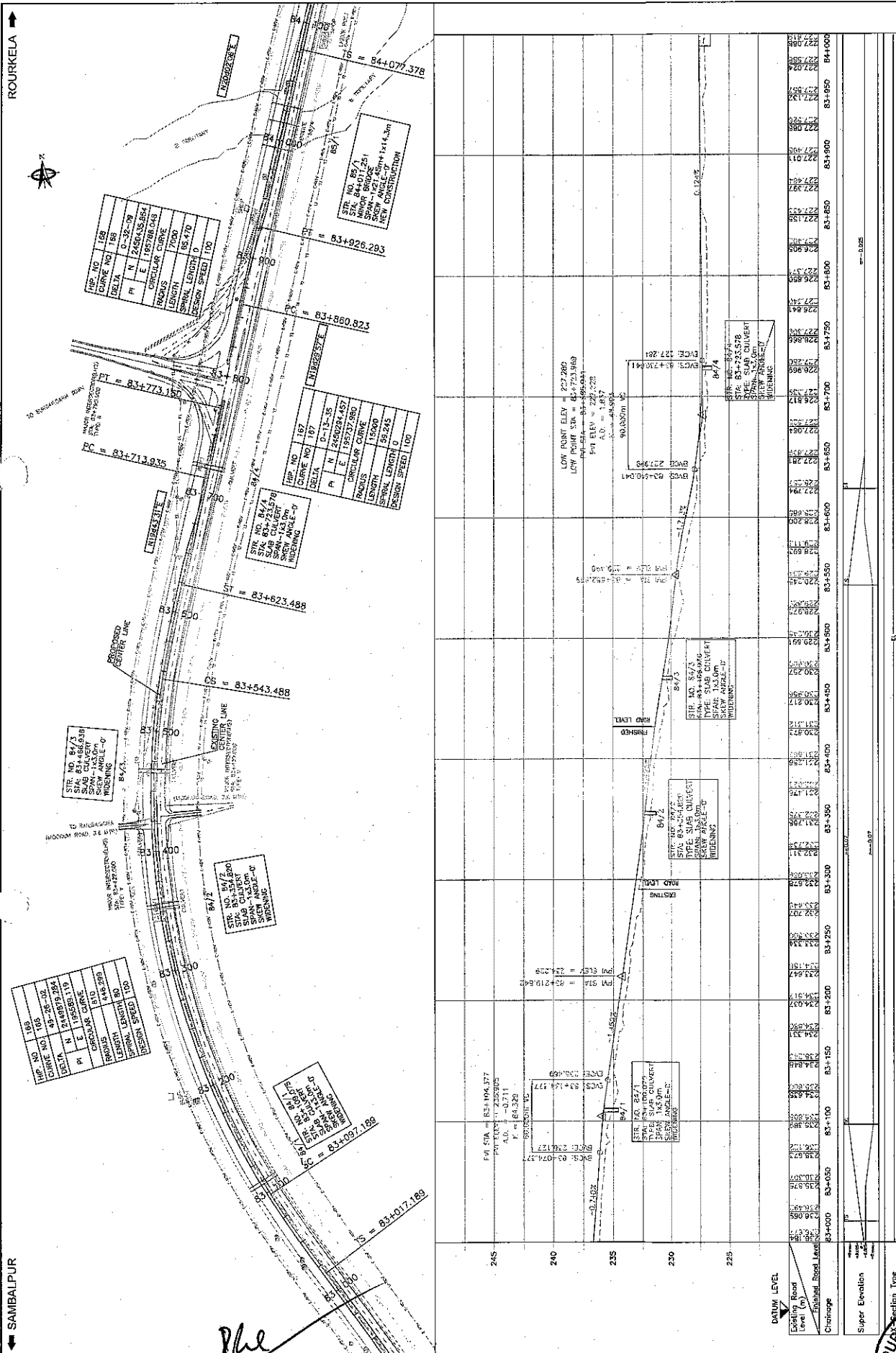
Mtd.





| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | | |
|---|---------------------|--|------------------------|
| Client: Pricewaterhouse Coopers Pvt. Ltd. | | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Scale: 1" = 100' | | Drawing Title: PLAN AND PROFILE KM 82+000 TO KM 83+000 (SAMBALPUR - ROURKELA) | |
| Date: April 2010 | Drawn By: Subir Roy | Designed By: Subir Roy | Checked By: S. Rakshit |
| By: | Date: | Approved By: | Revision |
| <div style="text-align: center;"> </div> | | | |

Chief Engineer
DPI & Roads
Odisha Bhubaneswar



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Pricewaterhouse Coopers Pvt. Ltd.

Tower B, DLF Cyber City,
Gurgaon-122001

CONSULTANTS:



| Scale : | 20 | 40 | 60 | 80 | 100m |
|---------|----|----|----|----|------|
|---------|----|----|----|----|------|

Drawing Title :

M 83+000 TO KM 84+000

M 83+000 TO KM 84+000

Drawing Title :

KM 83-

| | |
|------|------------|
| Date | April 2010 |
|------|------------|

| | |
|-------------|-----------|
| Designed By | Siric Roy |
|-------------|-----------|

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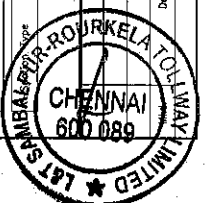
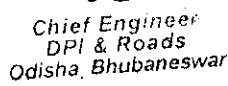
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| 1 | 2 |
|---|---|




TRK

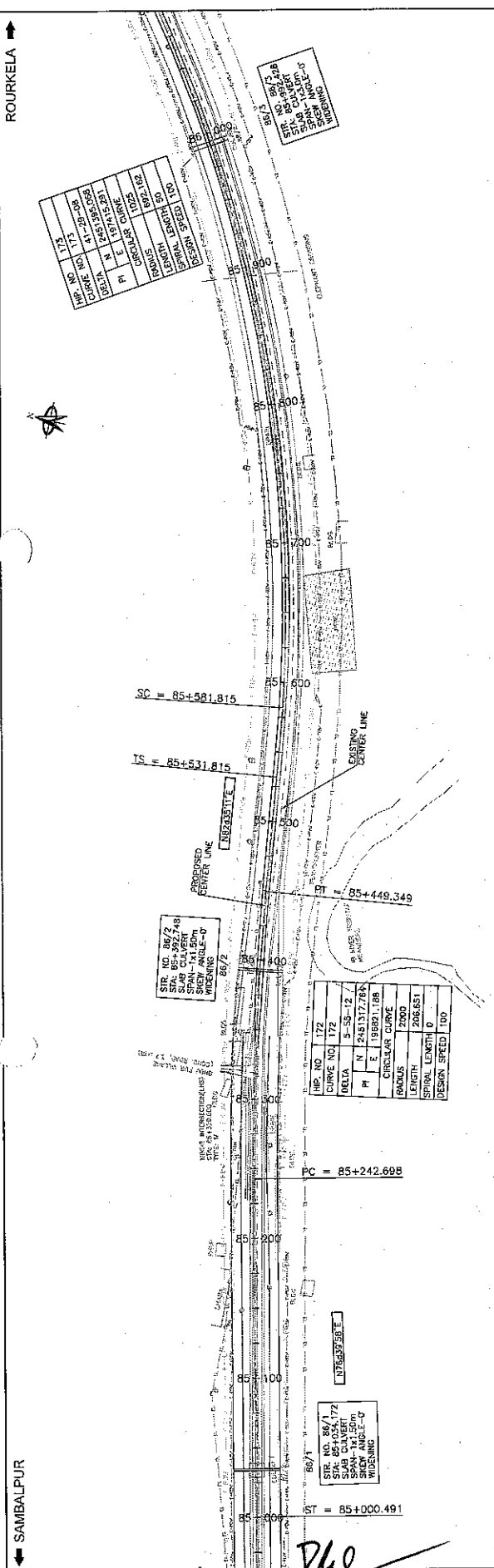
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7 *

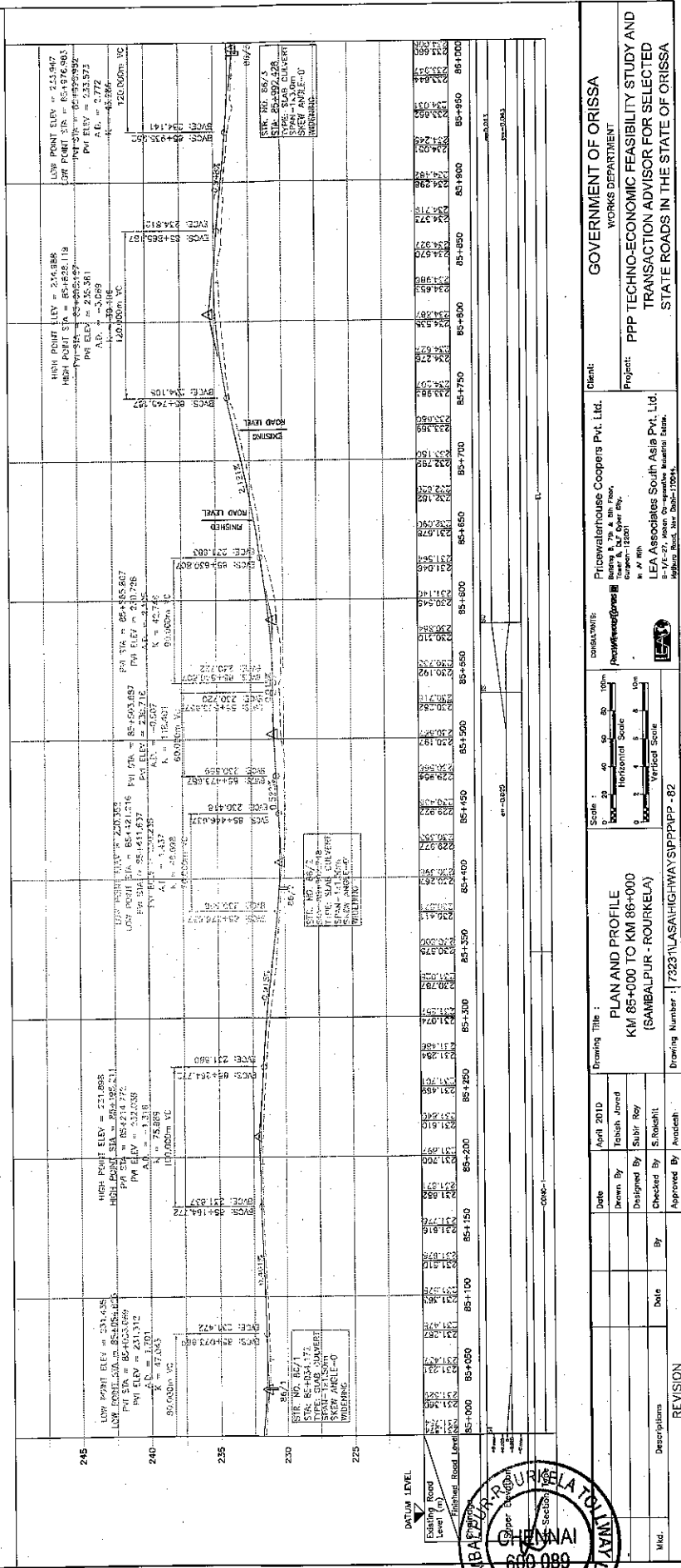
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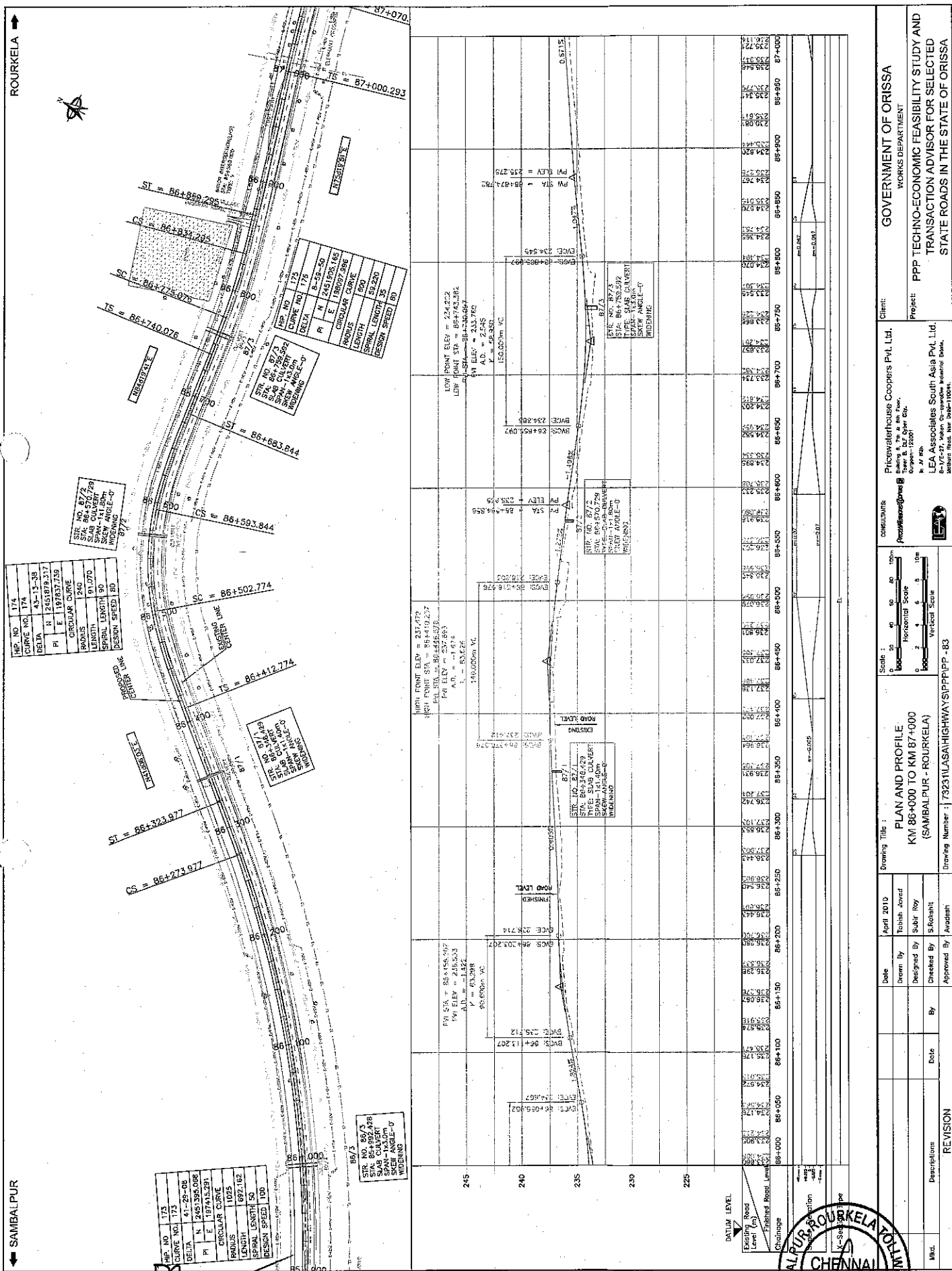


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|--|--------------|--|------------|
|  | | <p>Client: GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | |
| <p>Consultants: Pradwaterhouse Coopers Pvt. Ltd. Building 3, 4th & 5th Floor, Sankar Building, 100 Feet Way, Chennai - 600 020</p> <p>In Jt With LEA Associates South Asia Pvt. Ltd. B-1/2-27, Mohan Co-operative Industrial Estate, Salem Road, New Delhi - 110046.</p> | | <p>Scale:  </p> <p>Horizontal Scale Vertical Scale</p> | |
| <p>Drawing Title: PLAN AND PROFILE KM 84+000 TO KM 85+000 (SAMBALPUR - ROURLKELA)</p> | | <p>Drawing Number: 73231/LASA/HIGHWAYS/PP/81</p> | |
| Date | Drawn By | Designed By | Checked By |
| April 2010 | Tanish Josed | Sudh Roy | S. Sridhat |
| | By | Date | |
| Descriptions | | | |
| REVISION | | Approved By Anandh | |

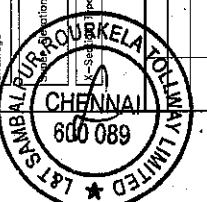


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



SAMBALPUR

ROURKELA

| | |
|---------------|---------------|
| HP. NO. | 176 |
| CURVE NO. | 176 |
| DELTA | 11-19-58 |
| PI | N 2451981.185 |
| E | 198288.402 |
| CURVE | CURVE |
| RADIUS | 700 |
| LENGTH | 88.455 |
| SPRALL LENGTH | 70 |
| DESIGN SPEED | 100 |

TS = 87+000.293
SC = 87+070.293
IS = 87+138.748
IS = 87+208.748

SIR. NO. 84/2
STA. 87+887.699
SPAN 1x10m
SKIN ANGLE-0°
WIDENING

1:86238.46 E

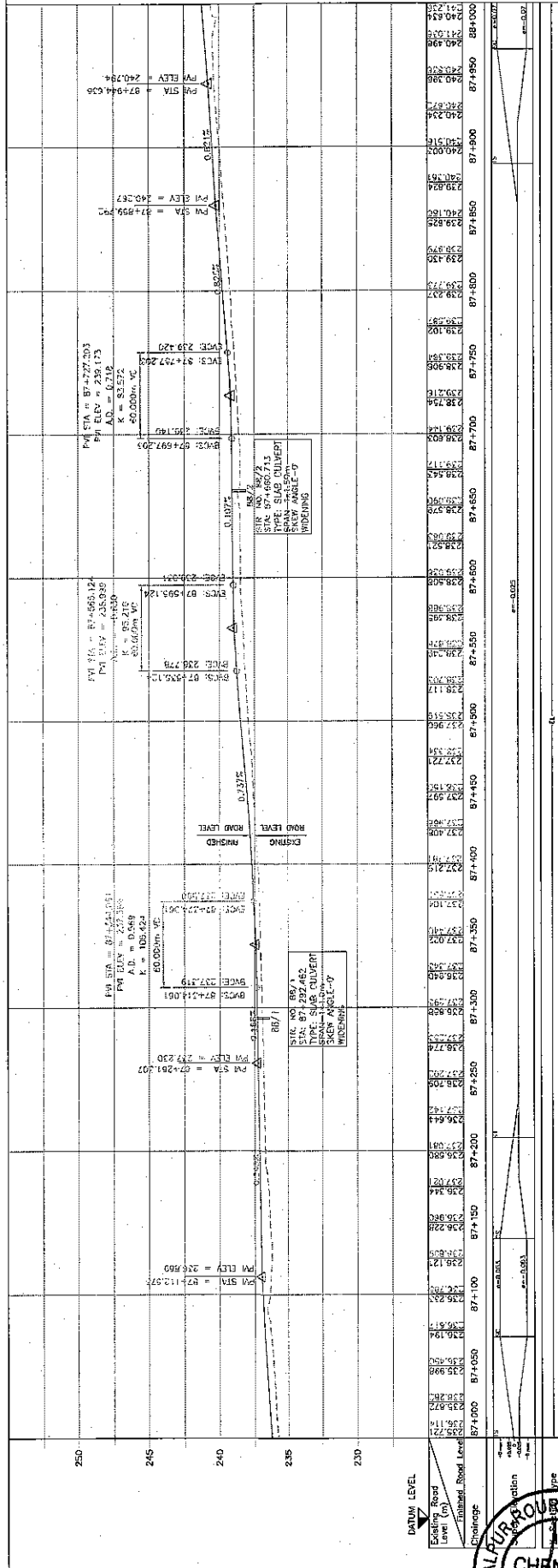
PROPOSED CENTER LINE

EXISTING CENTER LINE

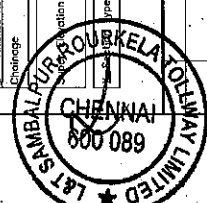
SIR. NO. 84/1
STA. 87+208.748
SPAN 1x10m
SKIN ANGLE-0°
WIDENING

| | |
|---------------|--------------|
| HP. NO. | 177 |
| CURVE NO. | 177 |
| DELTA | 15-05-00 |
| PI | N 245203.117 |
| E | 198278.167 |
| CURVE | CURVE |
| RADIUS | 1500 |
| LENGTH | 37.007 |
| SPRALL LENGTH | 80 |
| DESIGN SPEED | 100 |

CS = 86+024.705
SC = 87+967.699
TS = 87+887.699



Chief Engineer
BPI & Roads
Odisha, Bhubaneswar



GOVERNMENT OF ORISSA

WORKS DEPARTMENT

PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client:

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

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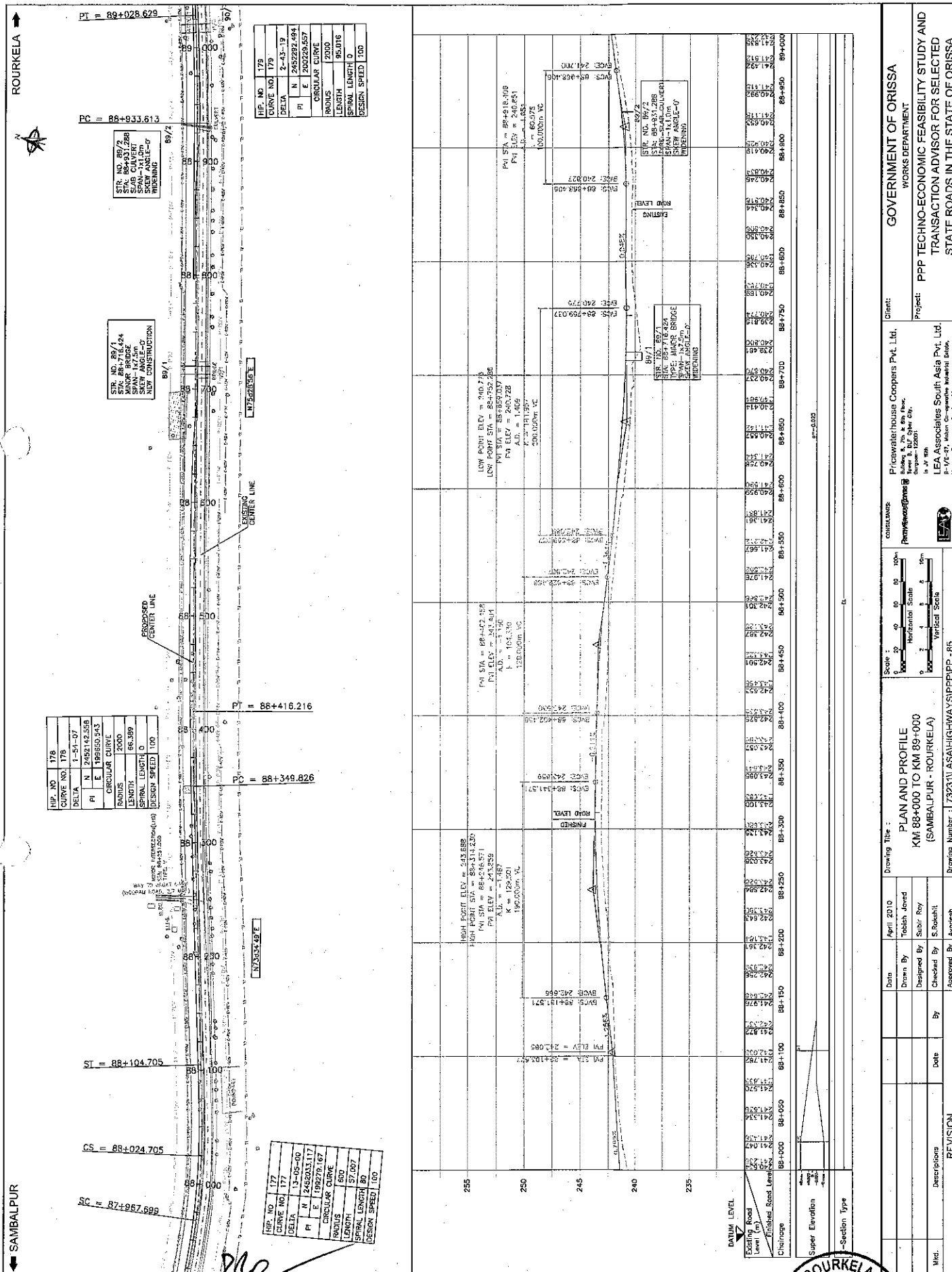
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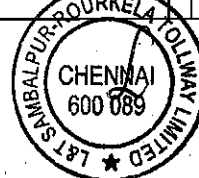
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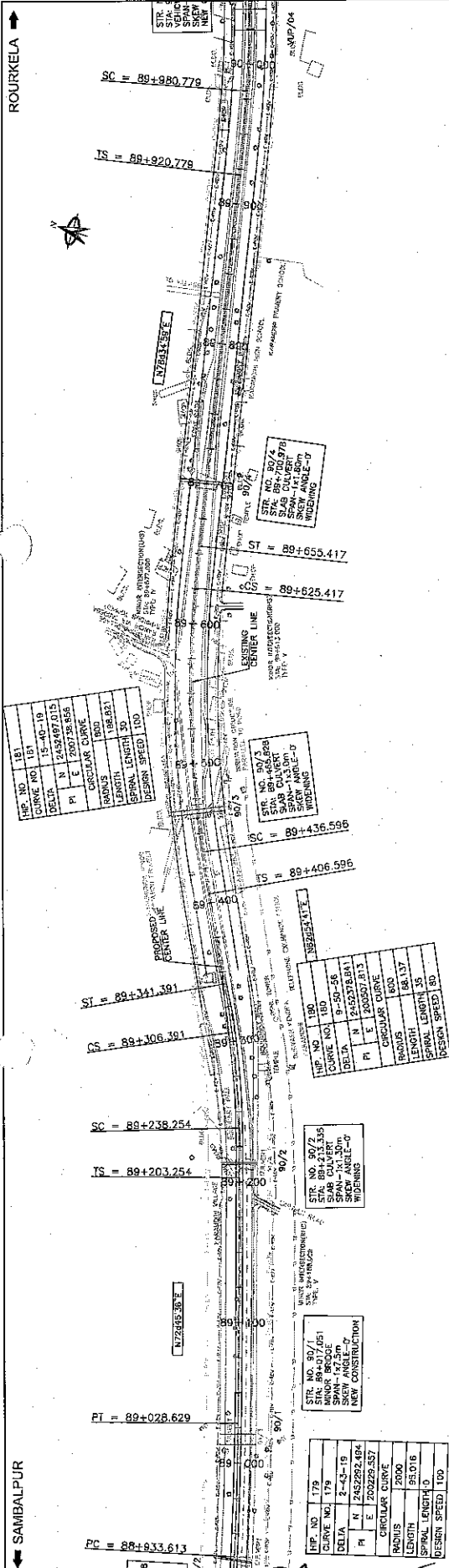
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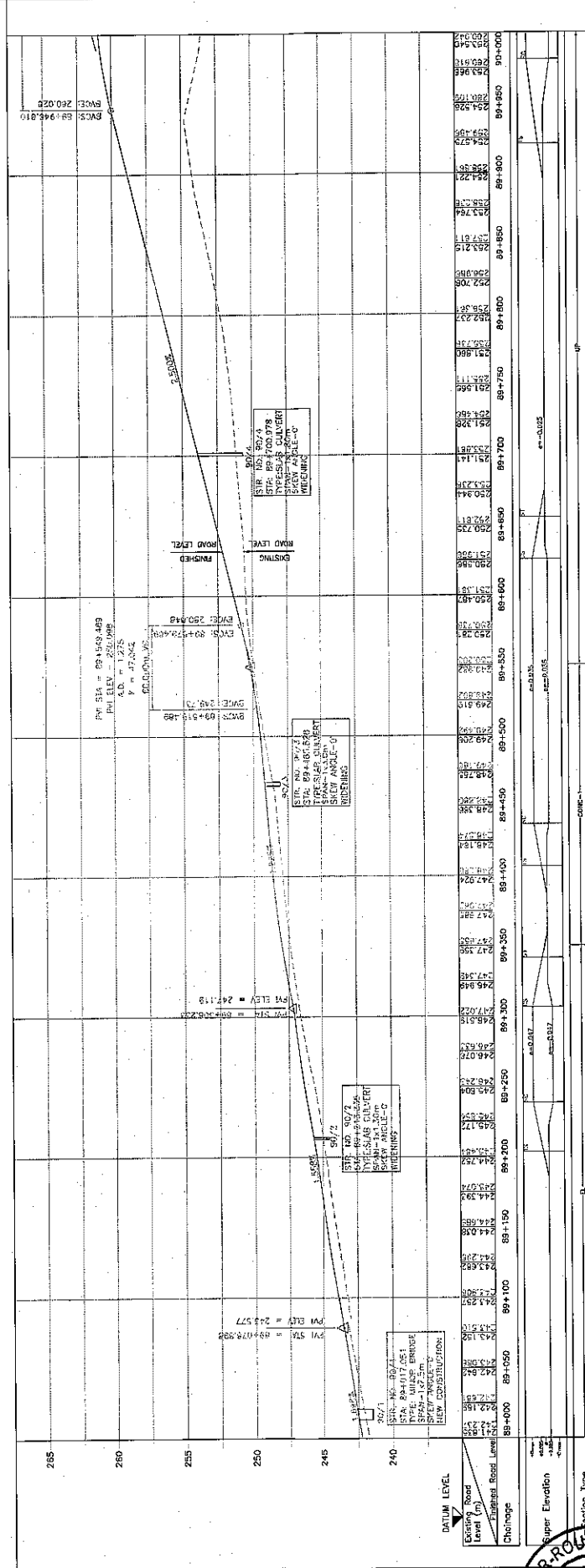




Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

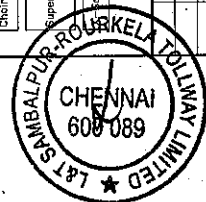


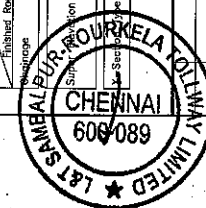


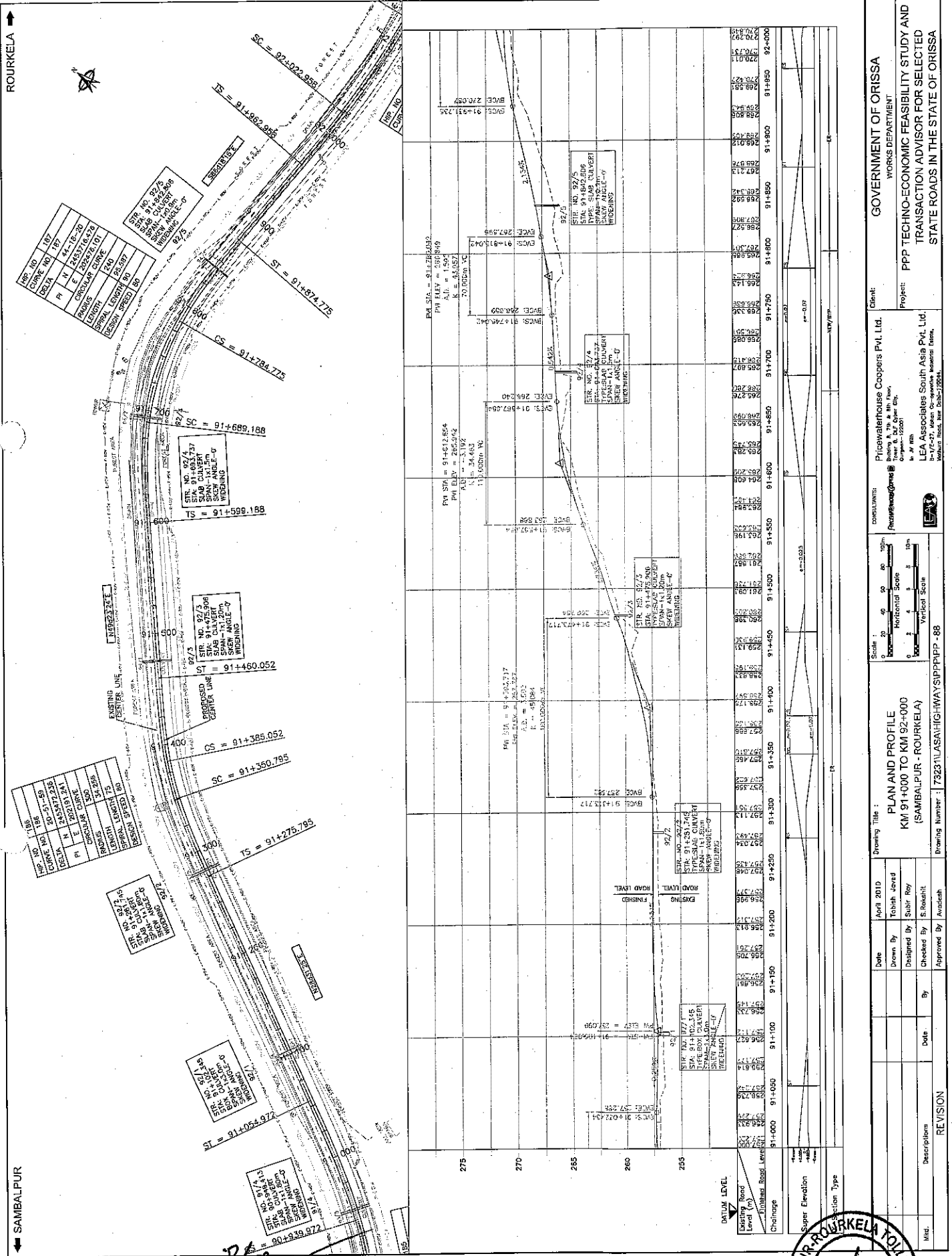
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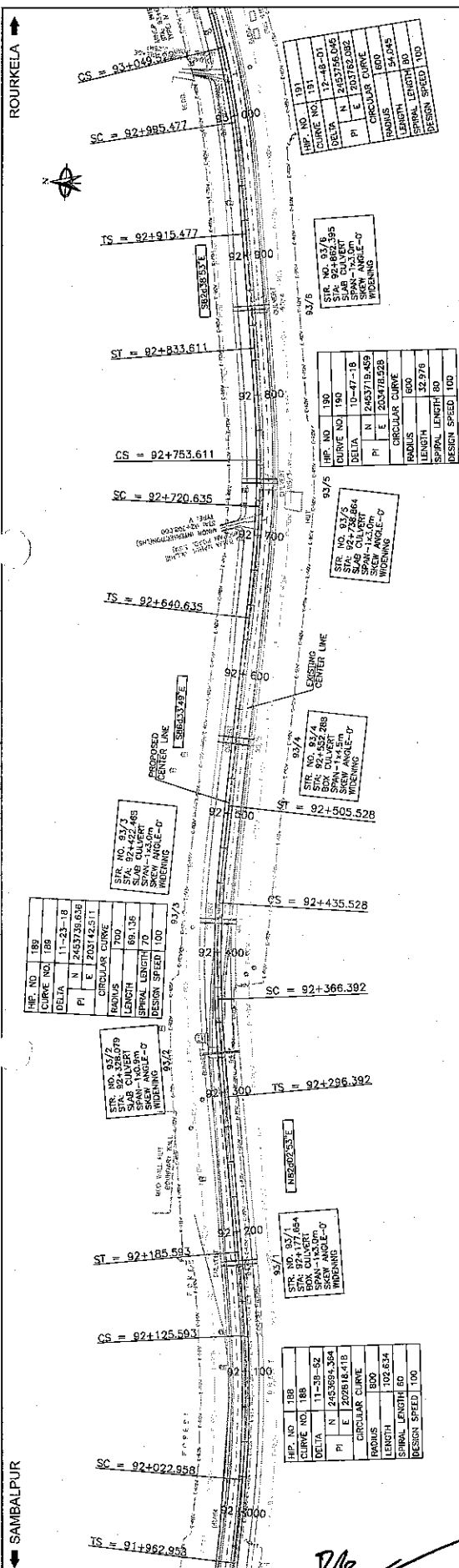


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| Med. | Divisions | By | Date | Checked By | Designed By | Drawn By | Date | Drawing Title : PLAN AND PROFILE KM 89+000 TO KM 90+000 (SAMBALPUR - ROURLA) | Scale :   | CONSULTANTS PriceWaterhouseCoopers Pvt. Ltd. Building 5, 7th & 8th Floor, Tower B, B-1, Sector City, Gurgaon-122002 In A-1 form | Client: GOVERNMENT OF ORISSA WORKS DEPARTMENT Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA LEA Associates South Asia Pvt. Ltd. 202/203, 2nd Floor, 1st Block-1, 10th Floor, 202/203, 2nd Floor, 1st Block-1, 10th Floor. |
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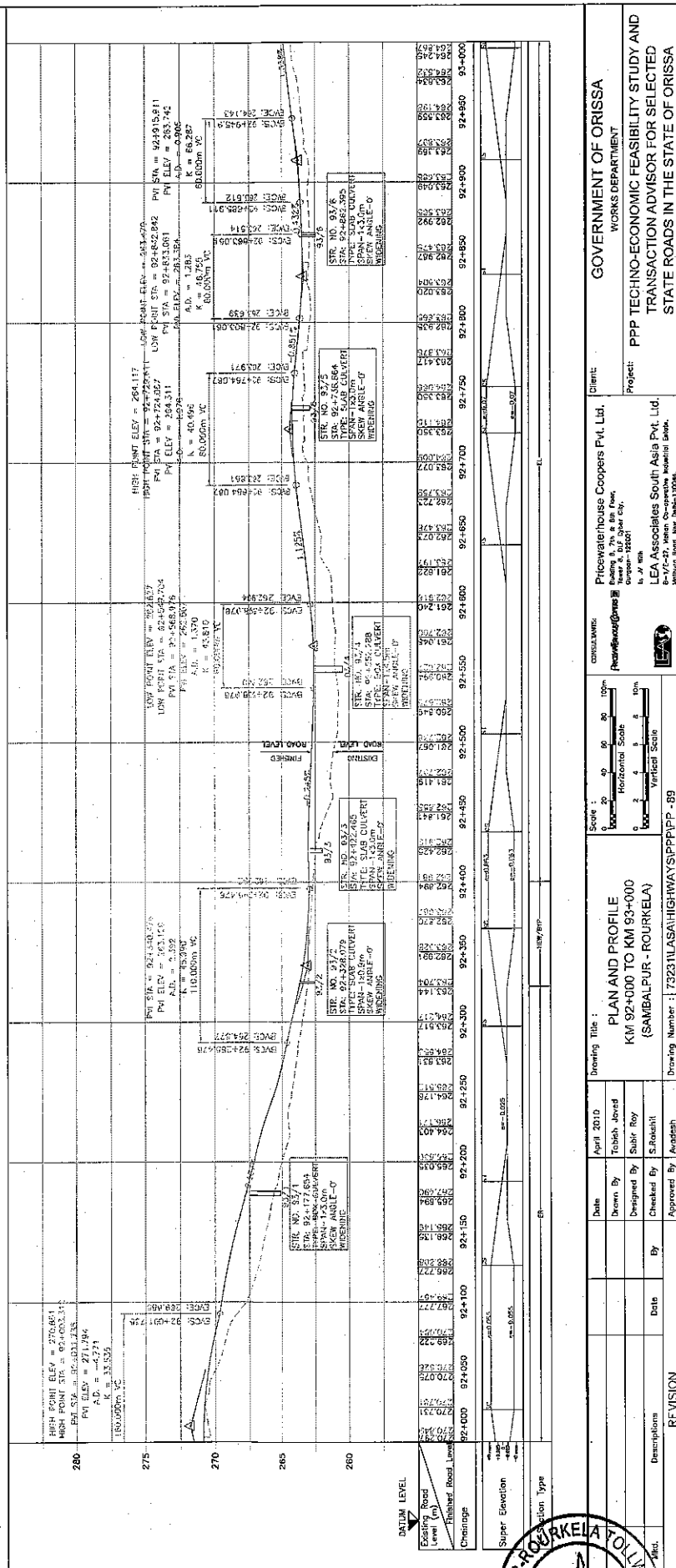


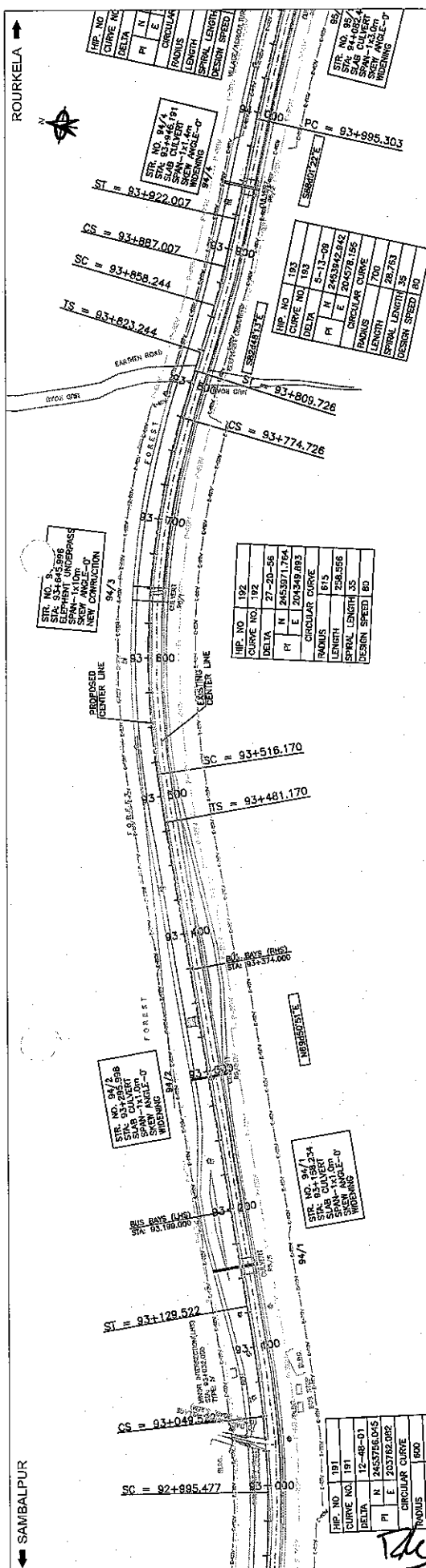




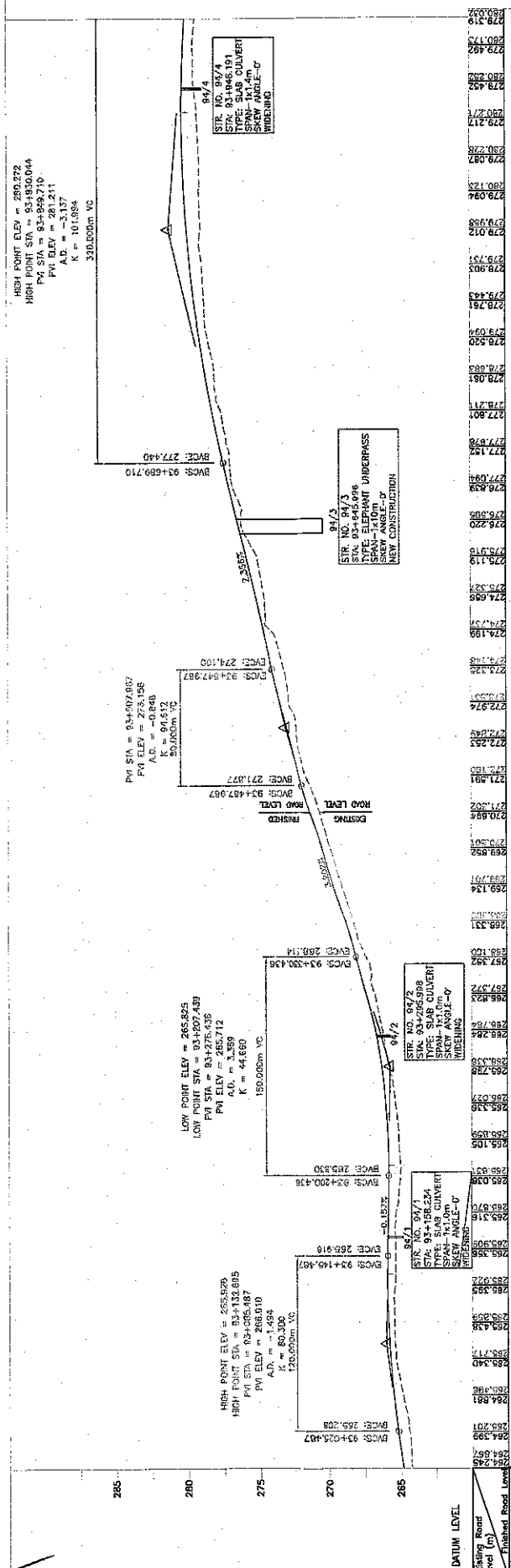



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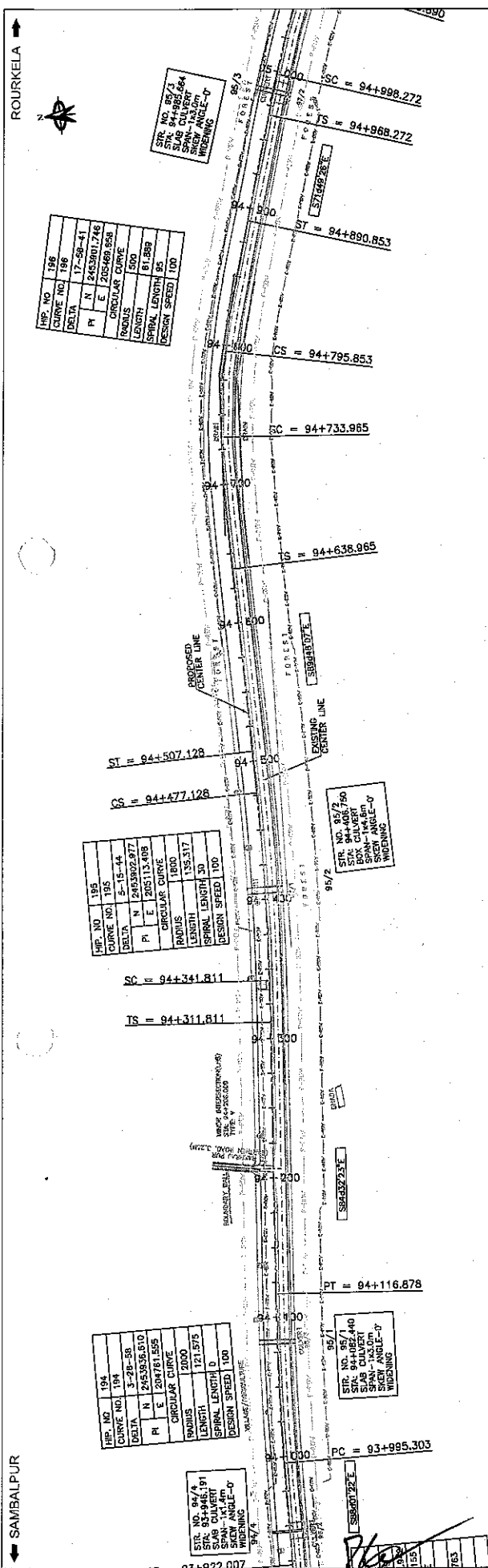




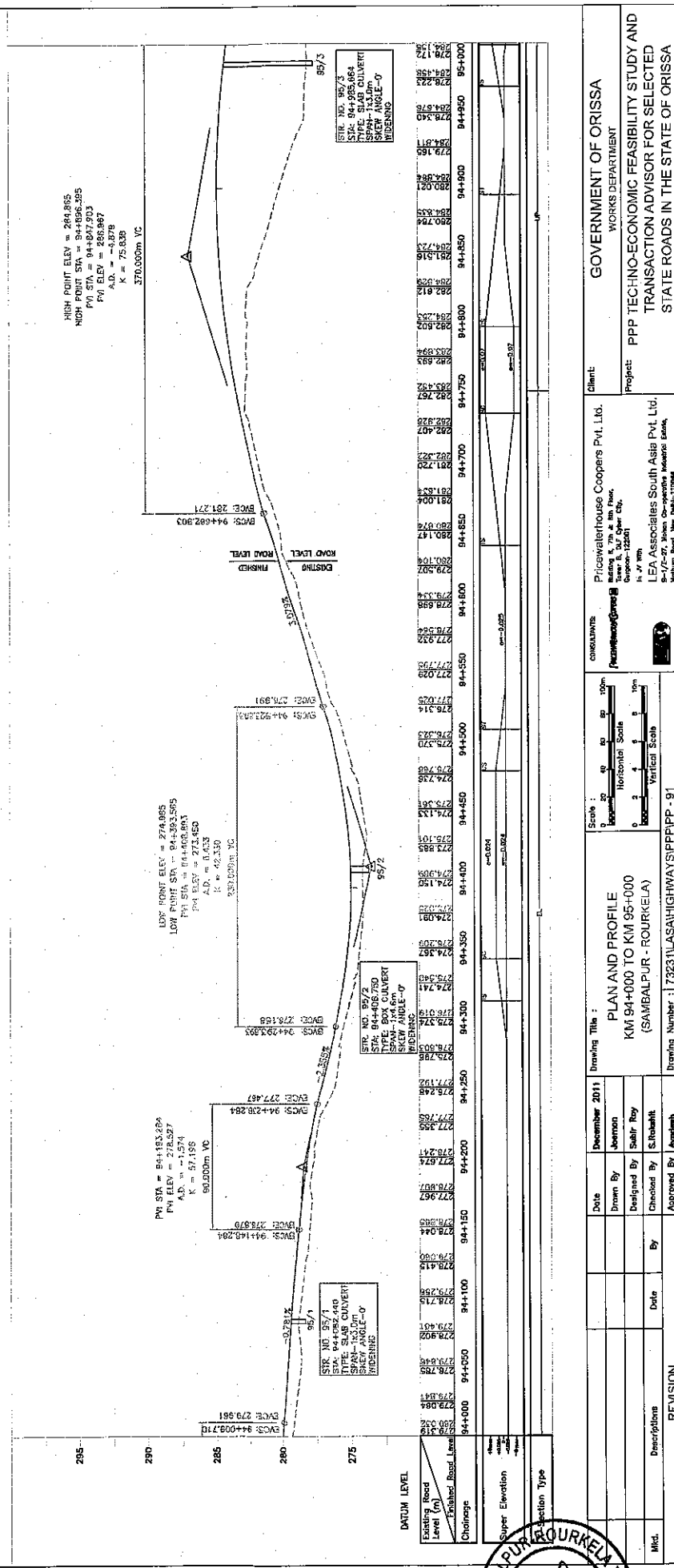
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DPI & Roads
Odisha, Bhubaneswar

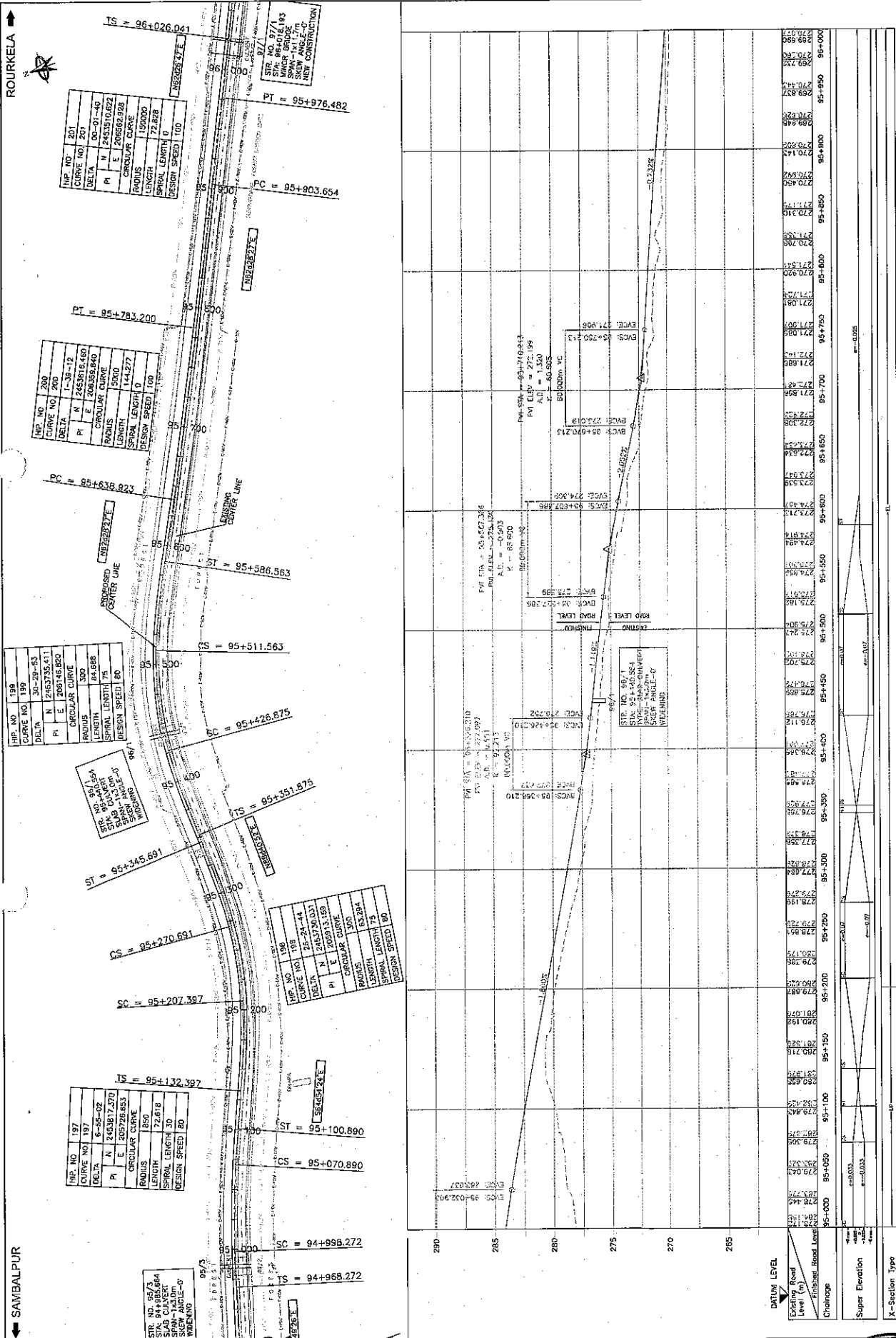


|  | GOVERNMENT OF ORISSA WORKS DEPARTMENT | | Client: Pricewaterhouse Coopers Pvt. Ltd. Building 8, 7th & 8th Floor, Tower B, I.T. Park, City, Bangalore-560011 In A. P. With | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY & TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | CONSULTANTS: Pricewaterhouse Coopers | | LEA Associates South Asia Pvt. Ltd. 8-1/2-3rd, 3rd Floor, Industrial Estate, Sector-10, Gurgaon-122001 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Drawing Title : PLAN AND PROFILE KM 93+000 TO KM 94+000 (SAMBALPUR - ROURKELA) | Scale : Horizontal Scale : 1:5000 Vertical Scale : 1:10m | Drawing Number : 732311LASA/HIGHWAYS/PPP - 90 | Revision Table: <table><thead><tr><th>No.</th><th>Description</th><th>Date</th><th>By</th><th>Checked By</th><th>Approved By</th></tr></thead><tbody><tr><td>1</td><td>As per</td><td>2011</td><td>Jeemon</td><td>Subir Roy</td><td>S. 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Jeemon | Subir Roy | S. Roshni | 2 | As per | | | | | 3 | As per | | | | | 4 | As per | | | | | 5 | As per | | | | | 6 | As per | | | | | 7 | As per | | | | | 8 | As per | | | | | 9 | As per | | | | | 10 | As per | | | | | 11 | As per | | | | | 12 | As per | | | | | 13 | As per | | | | | 14 | As per | | | | | 15 | As per | | | | | 16 | As per | | | | | 17 | As per | | | | | 18 | As per | | | | | 19 | As per | | | | | 20 | As per | | | | | 21 | As per | | | | | 22 | As per | | | | | 23 | As per | | | | | 24 | As per | | | | | 25 | As per | | | | | 26 | As per | | | | | 27 | As per | | | | | 28 | As per | | | | | 29 | As per | | | | | 30 | As per | | | | | 31 | As per | | | | | 32 | As per | | | | | 33 | As per | | | | | 34 | As per | | | | | 35 | As per | | | | | 36 | As per | | | | | 37 | As per | | | | | 38 | As per | | | | | 39 | As per | | | | | 40 | As per | | | | | 41 | As per | | | | | 42 | As per | | | | | 43 | As per | | | | | 44 | As per | | | | | 45 | As per | | | | | 46 | As per | | | | | 47 | As per | | | | | 48 | As per | | | | | 49 | As per | | | | | 50 | As per | | | | | 51 | As per | | | | | 52 | As per | | | | | 53 | As per | | | | | 54 | As per | | | | | 55 | As per | | | | | 56 | As per | | | | | 57 | As per | | | | | 58 | As per | | | | | 59 | As per | | | | | 60 | As per | | | | | 61 | As per | | | | | 62 | As per | | | | | 63 | As per | | | | | 64 | As per | | | | | 65 | As per | | | | | 66 | As per | | | | | 67 | As per | | | | | 68 | As per | | | | | 69 | As per | | | | | 70 | As per | | | | | 71 | As per | | | | | 72 | As per | | | | | 73 | As per | | | | | 74 | As per | | | | | 75 | As per | | | | | 76 | As per | | | | | 77 | As per | | | | | 78 | As per | | | | | 79 | As per | | | | | 80 | As per | | | | | 81 | As per | | | | | 82 | As per | | | | | 83 | As per | | | | |
| No. | Description | Date | By | Checked By | Approved By | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 77 | As per | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 78 | As per | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 79 | As per | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 80 | As per | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 81 | As per | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 82 | As per | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 83 | As per | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





Chief Engineer
DPI & Roads
Odisha Bhubaneswar



| REVISION | | | | DRAWING TITLE | | | | DRAWING NUMBER | | | |
|----------|-------------|------|----|---------------|-------------|--------|--------|------------------------------|---|------------------|--|
| Med. | Description | Date | By | Checked By | Approved By | Avdesh | Avdesh | 73231LASAIHIGHWAY/SIPP-PP-92 | KM 95+000 TO KM 96+000 (SAMBALPUR - ROURKELA) | PLAN AND PROFILE | Client |
| | | | | | | | | | | | CONTRACTOR: Pipewaterhouse Coopers Pvt. Ltd. |
| | | | | | | | | | | | CONSULTANT: LEA Associates South Asia Pvt. Ltd. |
| | | | | | | | | | | | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| | | | | | | | | | | | Government of Orissa WORKS DEPARTMENT |

SAMBALPUR

ROURKELA

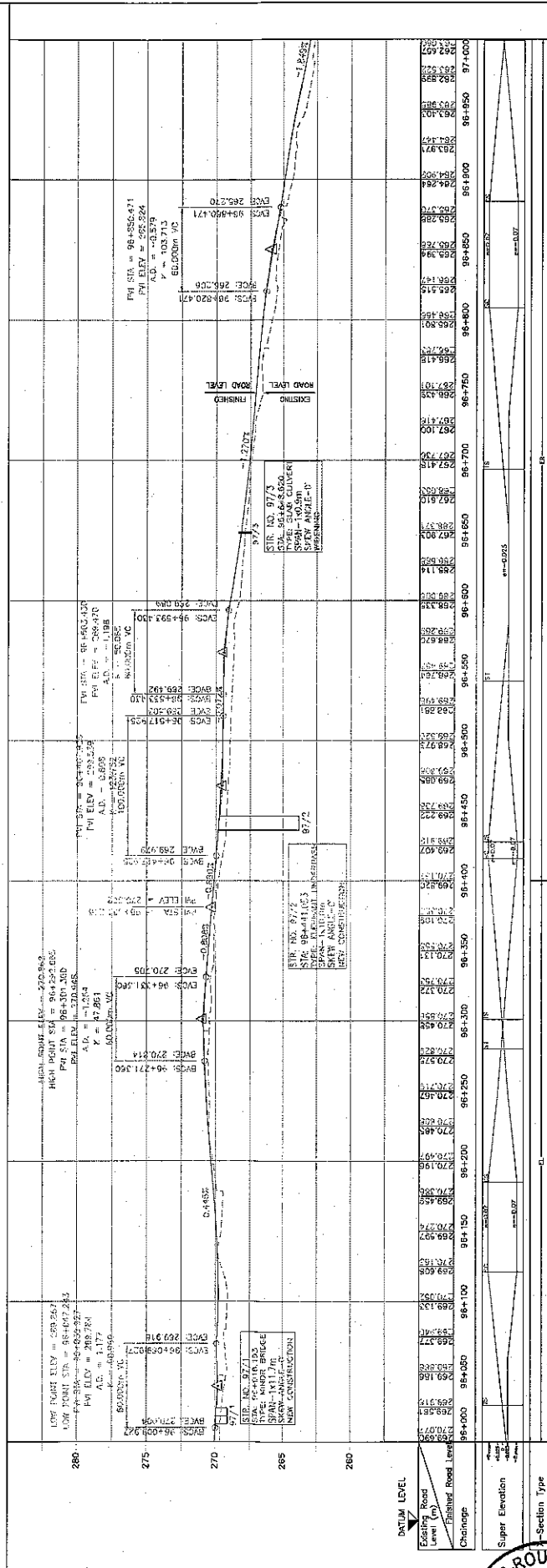
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| HP. NO. 203 |
| CURVE NO. 203 |
| DELTA 18-07-10 |
| PI N 245359.851 |
| PI E 207016.997 |
| CIRCULAR CURVE |
| RADIUS 150 |
| LENGTH 11.985 |
| SPIRAL LENGTH 115 |
| DESIGN SPEED 100 |

| |
|------------------|
| HP. NO. 201 |
| CURVE NO. 201 |
| DELTA 00-01-40 |
| PI N 2453510.022 |
| PI E 206892.928 |
| CIRCULAR CURVE |
| RADIUS 150000 |
| LENGTH 72.828 |
| SPIRAL LENGTH 0 |
| DESIGN SPEED 100 |

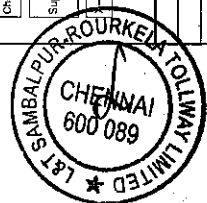
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| CURVE NO. 202 |
| DELTA 18-13-17 |
| PI N 245341.740 |
| PI E 208752.444 |
| CIRCULAR CURVE |
| RADIUS 500 |
| LENGTH 64.012 |
| SPIRAL LENGTH 95 |
| DESIGN SPEED 100 |

| |
|-------------------|
| HP. NO. 204 |
| CURVE NO. 204 |
| DELTA 27-19-11 |
| PI N 2453170.865 |
| PI E 207395.285 |
| CIRCULAR CURVE |
| RADIUS 400 |
| LENGTH 75.728 |
| SPIRAL LENGTH 115 |
| DESIGN SPEED 100 |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| | | | |
|--|------------------------|--|--------------|
| Client: Government of Orissa WORKS DEPARTMENT | | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Consultants: PricewaterhouseCoopers Pvt. Ltd. Building 8, 2nd & 3rd Floor, B-1/2/3, Sector 10, Indraprastha, New Delhi - 110028 | | LEA Associates South Asia Pvt. Ltd. B-1/2/3, Sector 10, Indraprastha, New Delhi - 110028 | |
| Drawing Title: PLAN AND PROFILE KM 96+000 TO KM 97+000 (SAMBALPUR - ROURKELA) | | Drawing Number: 72221LASA/HIGHWAYS/PPP/PE-93 | |
| Date: April 2019 | Drawn By: Tabish Javed | Date: | Drawn By: |
| Designed By: Subir Roy | Checked By: S. Rakesh | Date: | Checked By: |
| Approved By: Anandh | REVISION | Date: | Approved By: |



SAMBALPUR

ROURKELA

| | |
|----------------|---------------|
| HP. NO. | 205 |
| CURVE NO. | 205 |
| DELTA | 21-09-01 |
| PI | N 2452109.582 |
| PI | E 20791.709 |
| CIRCULAR CURVE | |
| RADIUS | 1100 |
| LENGTH | 394.548 |
| SPRAL LENGTH | 30 |
| DESIGN SPEED | 100 |

| | |
|----------------|--------------|
| HP. NO. | 99/2 |
| CURVE NO. | 99/2 |
| DELTA | 1-56-01 |
| PI | E 208339.477 |
| CIRCULAR CURVE | |
| RADIUS | 6000 |
| LENGTH | 202.488 |
| SPRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

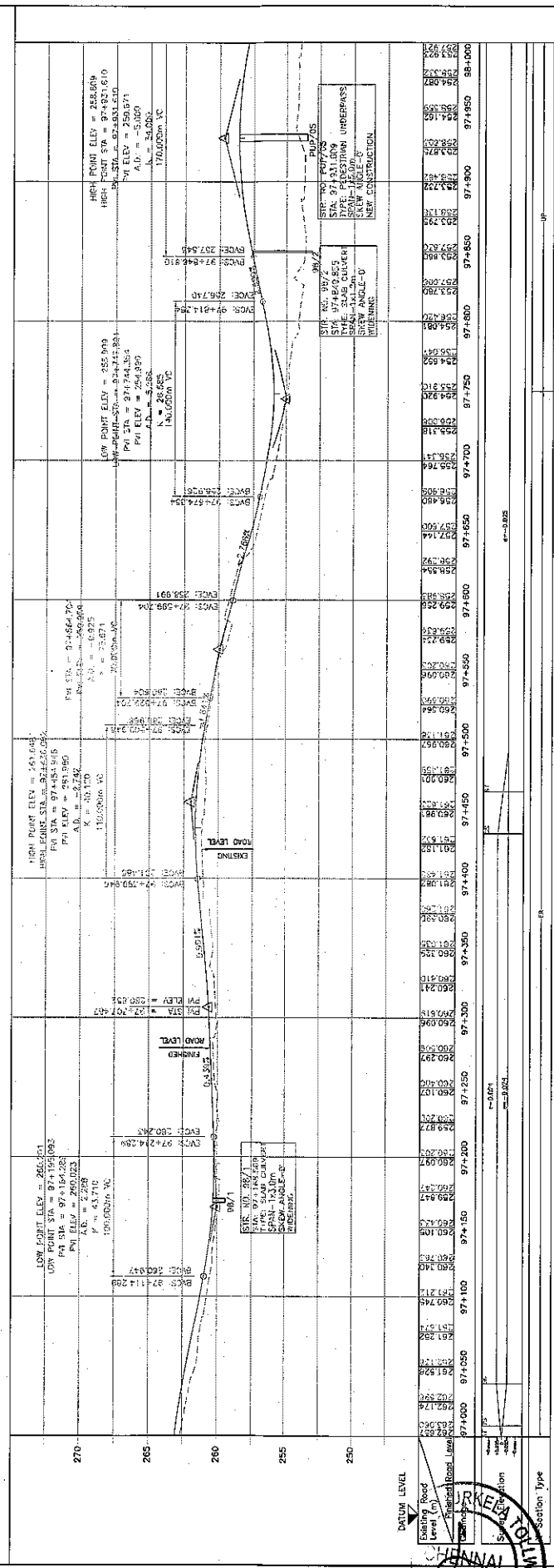
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|----------------|--------------|
| HP. NO. | 97/189 |
| CURVE NO. | 97/189 |
| DELTA | 1-56-01 |
| PI | E 208339.477 |
| CIRCULAR CURVE | |
| RADIUS | 6000 |
| LENGTH | 202.488 |
| SPRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

| | |
|----------------|--------------|
| HP. NO. | 97/189 |
| CURVE NO. | 97/189 |
| DELTA | 1-56-01 |
| PI | E 208339.477 |
| CIRCULAR CURVE | |
| RADIUS | 6000 |
| LENGTH | 202.488 |
| SPRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

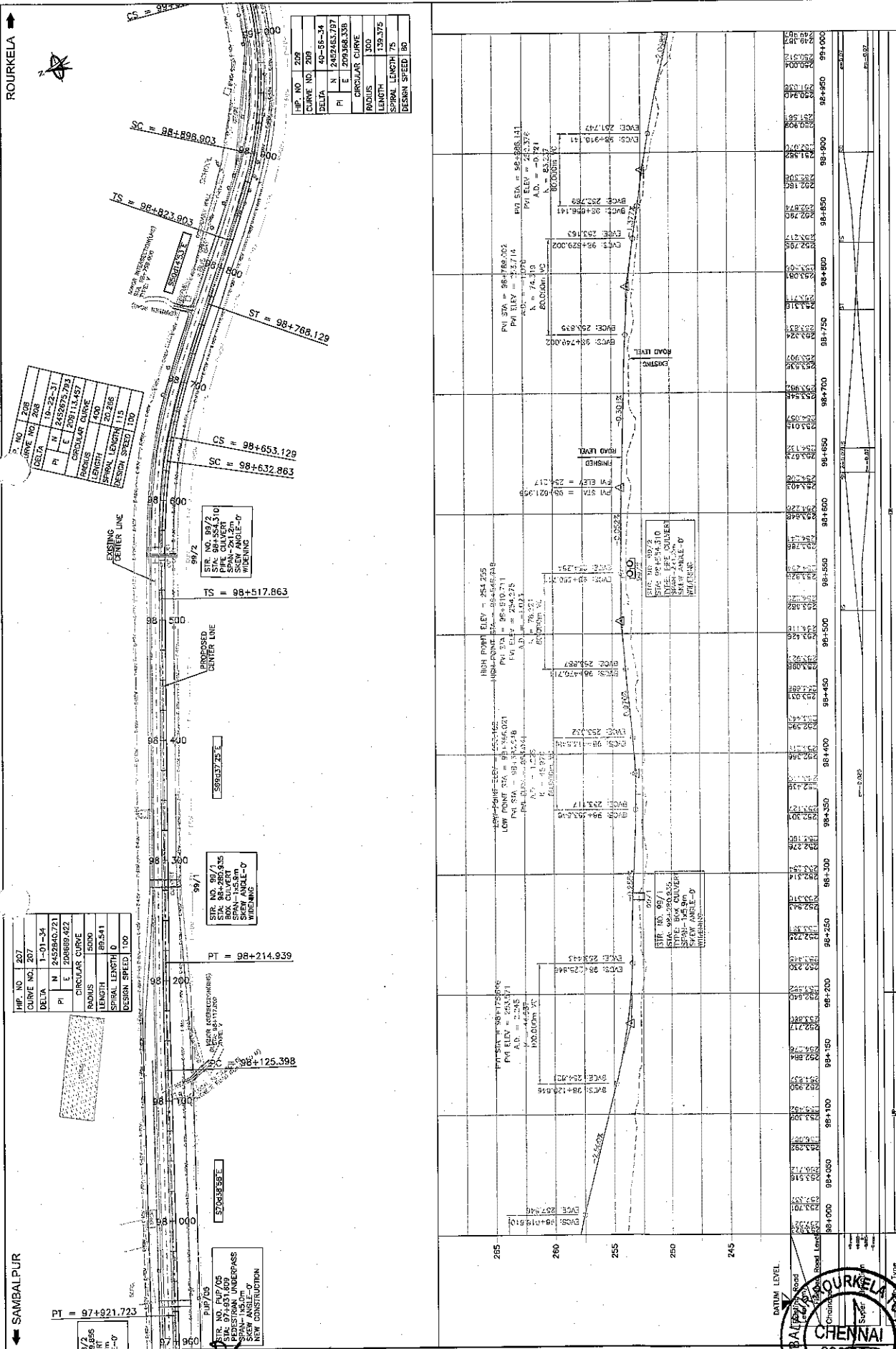
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ST = 97+462.414

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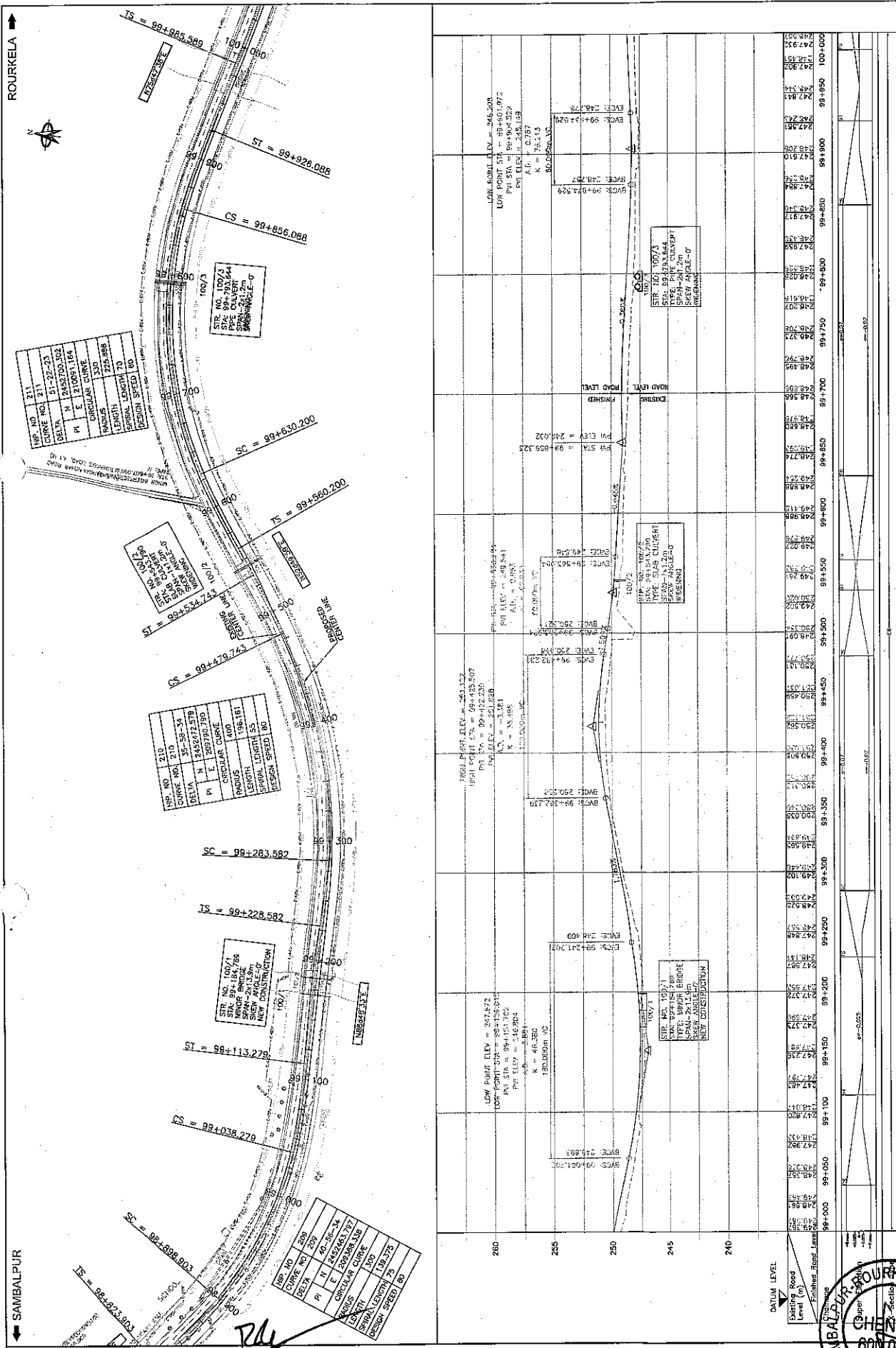
SC = 97+037.865
TS = 97+007.865Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

| | | |
|---|----------------------------|---|
| GOVERNMENT OF ORISSA WORKS DEPARTMENT Client: | | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| Drawing Title: PLAN AND PROFILE KM 97+000 TO KM 98+000 (SAMBALPUR - ROURKELA) | | Drawing Number: 73231LASA/HIGHWAYS/PPPP - 94 |
| Date: April 2010 | Design By: Tahish Javed | Checked By: S. Roshni |
| Date: By | Approved By: Aakash | Revision: |



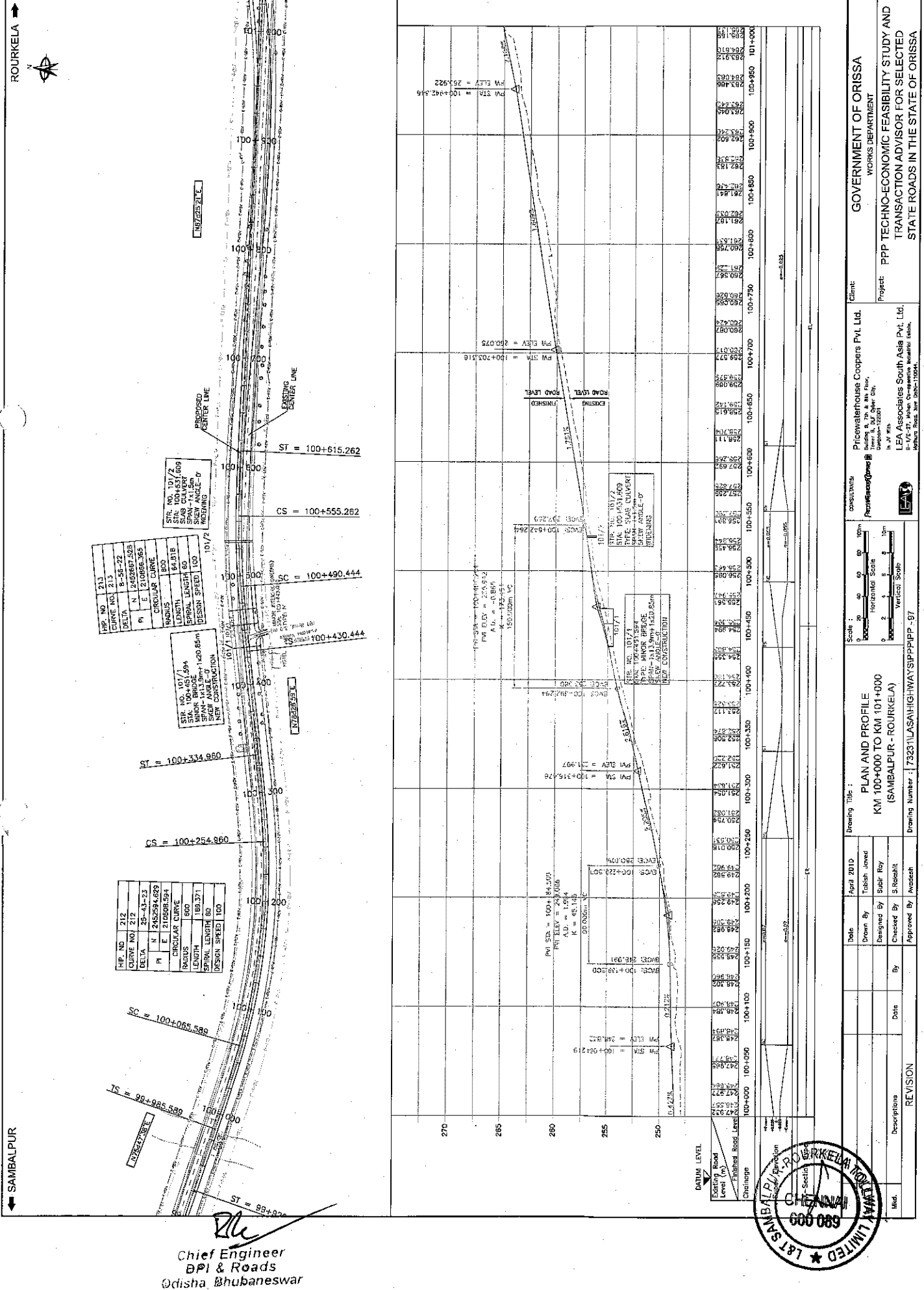
Chief Engineer
DPI & Roads
Odisha Bhubaneswar

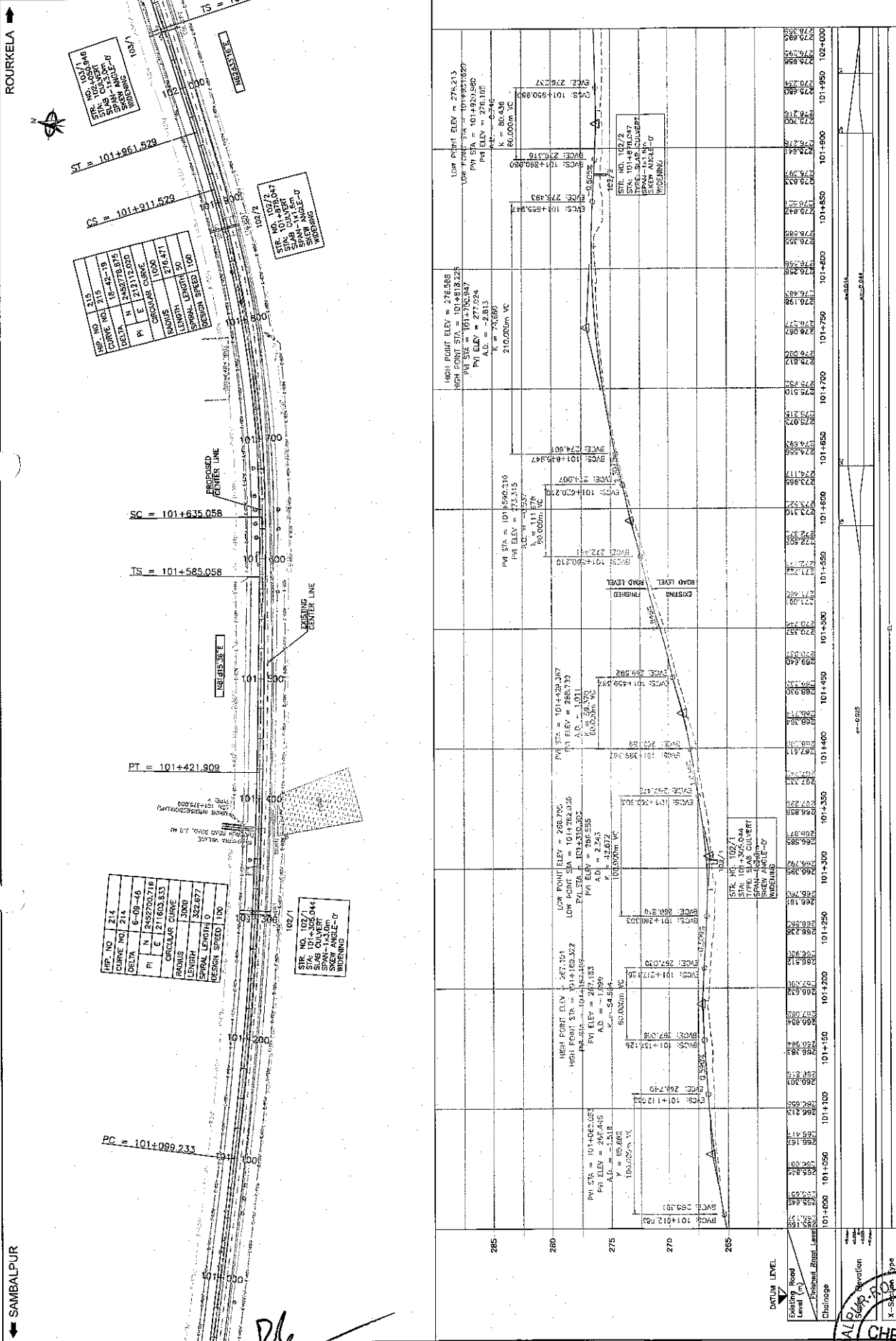
| GOVERNMENT OF ORISSA | | | |
|----------------------|------------|---|--------------|
| WORKS DEPARTMENT | | | |
| Client: | | Pricewaterhouse Coopers Pvt. Ltd. | |
| Project: | | PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Consultants: | | LEA Associates South Asia Pvt. Ltd. | |
| Drawing Title: | | PLAN AND PROFILE | |
| Drawing Number: | | 732311ASA-HIGHWAYS/PPP - 95 | |
| Date | April 2010 | Drawn By | Tanish Javed |
| Designed By | Subir Roy | Checked By | S.Ramant |
| Approved By | | By | |
| Description | | REVISION | |
| Mtd. | | | |



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

[illegible]





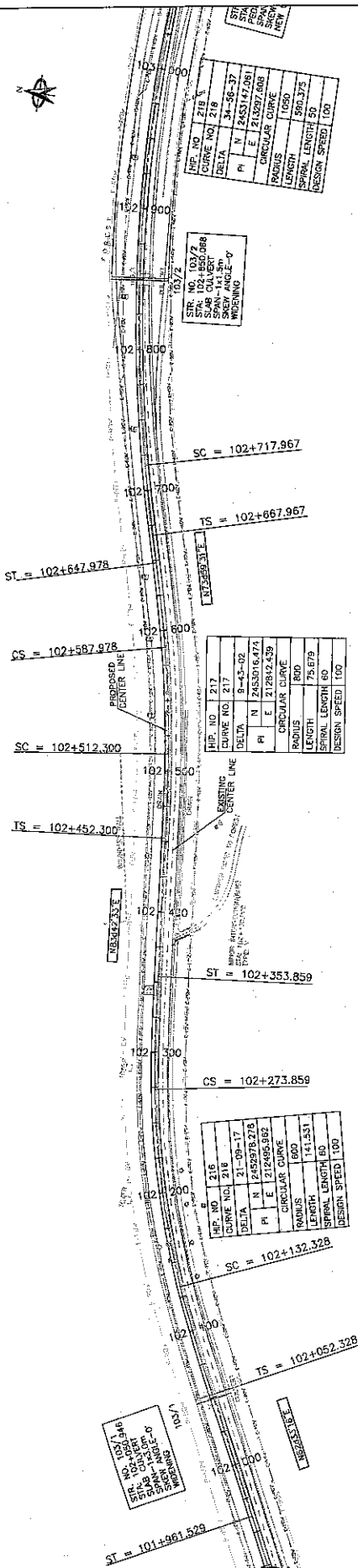
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

| | |
|---|--------------|
| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | |
| <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | |
| <p>Client: Priwaterhouse Coopers Pvt. Ltd. Building 3, 2nd & 3rd Floor, Bhubaneswar-751001 In J. No. 12/2001</p> | |
| <p>Consultant: LEA Associates South Asia Pvt. Ltd. B-7/2-27, Khandi Development Industrial Estate, Bhubaneswar, India 751004.</p> | |
| <p>Scale: 1:1000 Horizontal Scale: 1cm = 10m Vertical Scale: 1cm = 1m</p> | |
| <p>Drawing Title: PLAN AND PROFILE KM 101+000 TO KM 102+000 (SAMBALPUR - ROURKELA)</p> | |
| <p>Drawing Number: 173231/LASAHIGHWAYS/PPP-98</p> | |
| Date | April 2010 |
| Drawn By | Tushar Javed |
| Designed By | Saur Roy |
| Checked By | S. Roshit |
| Approved By | Arundhan |
| <p>REVISION</p> | |

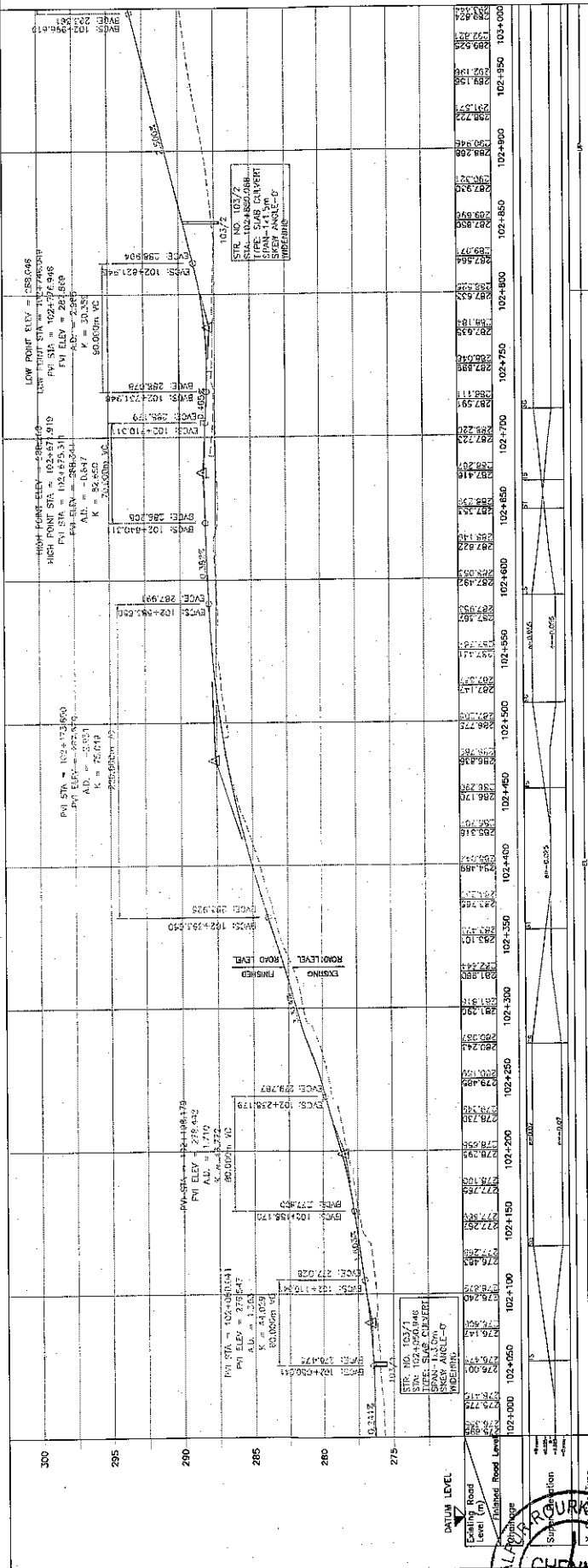


ROURKELA

SAMBALPUR



Chief Engineer
DPI & Roads
Odisha Bhubaneswar



GOVERNMENT OF ORISSA

WORKS DEPARTMENT

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

CONSULTANTS: Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Pricewaterhouse Coopers Pvt. Ltd.

Scale: 1:1000

Horizontal Scale

Vertical Scale

Horizontal Scale

Vertical Scale

Drawing Title: PLAN AND PROFILE

KM 102+000 TO KM 103+000
(SAMBALPUR - ROURKELA)

Drawing Number: 73231(LASA)HIGHWAYS/PPP-99

Date: April 2010

Drawn By: Tishan Jais

Designed By: Subir Roy

Checked By: S. Raju

Approved By: Anand

Date:

By:

Date:

By:

Date:

Description:

Mod:

Description:

Mod:

Description:

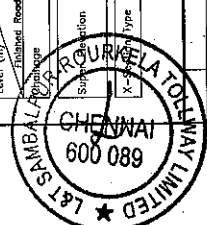
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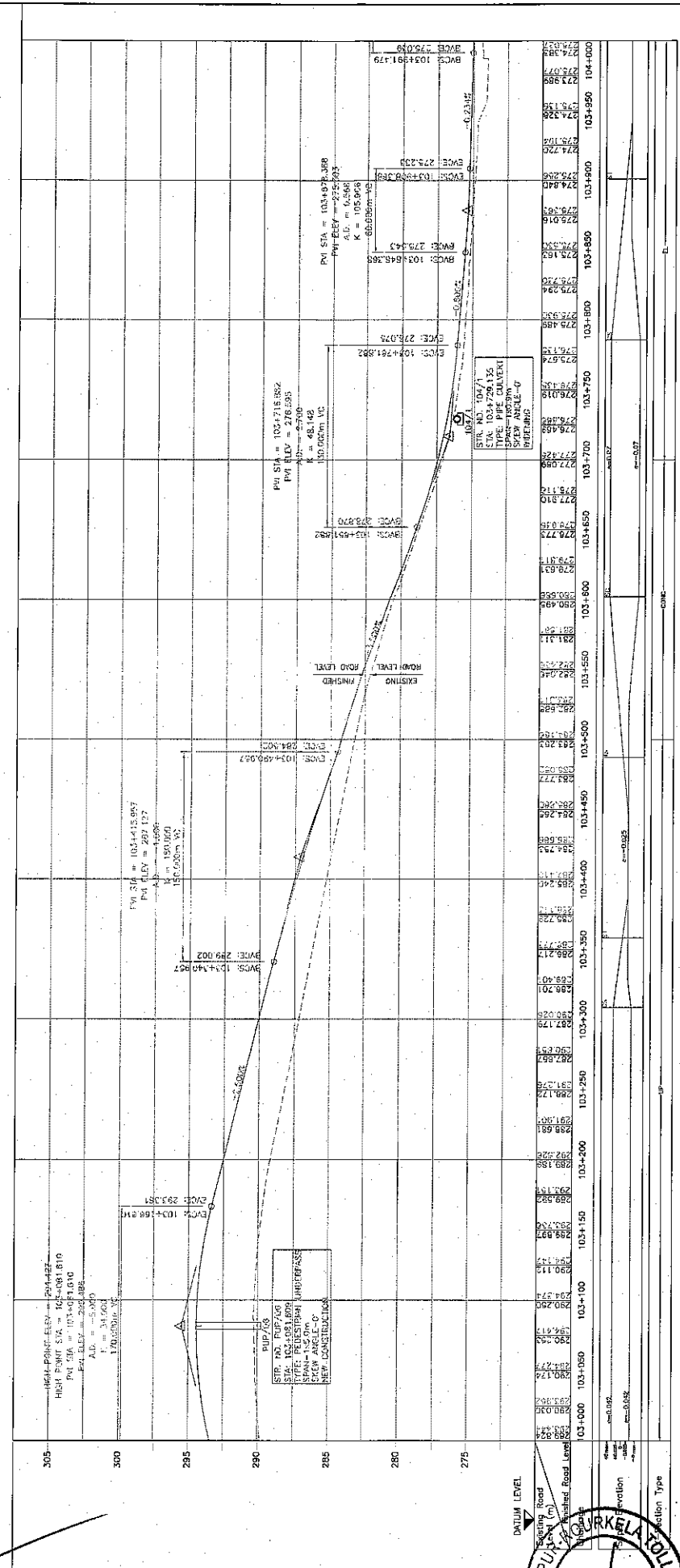
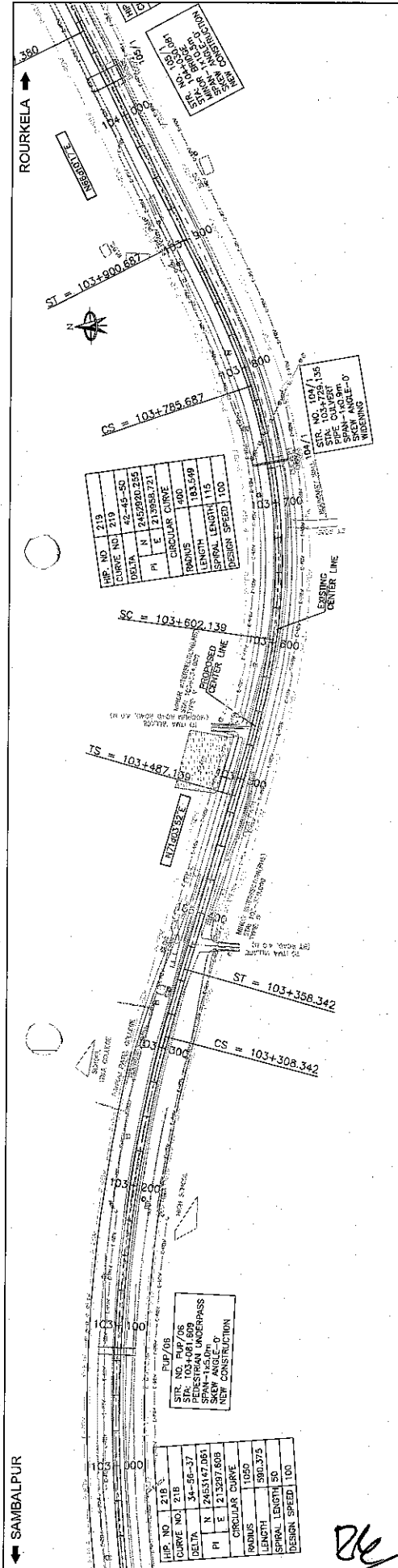
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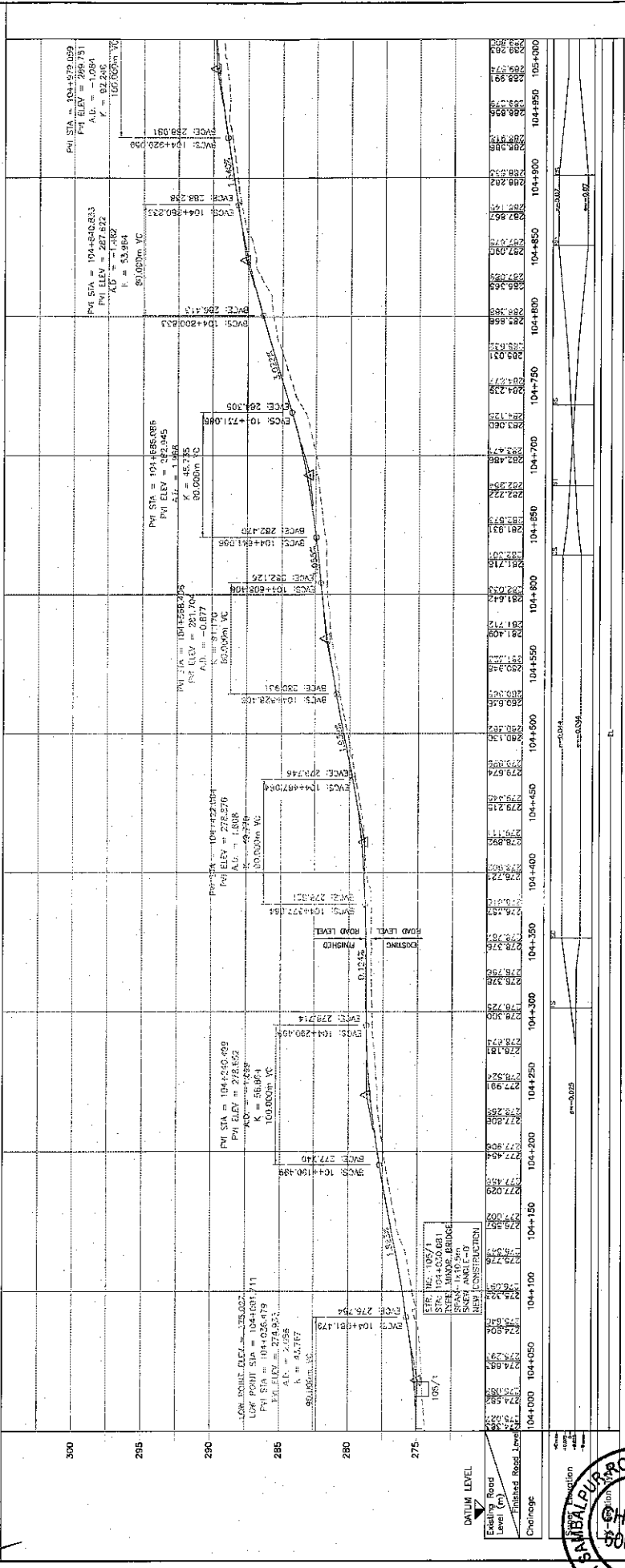
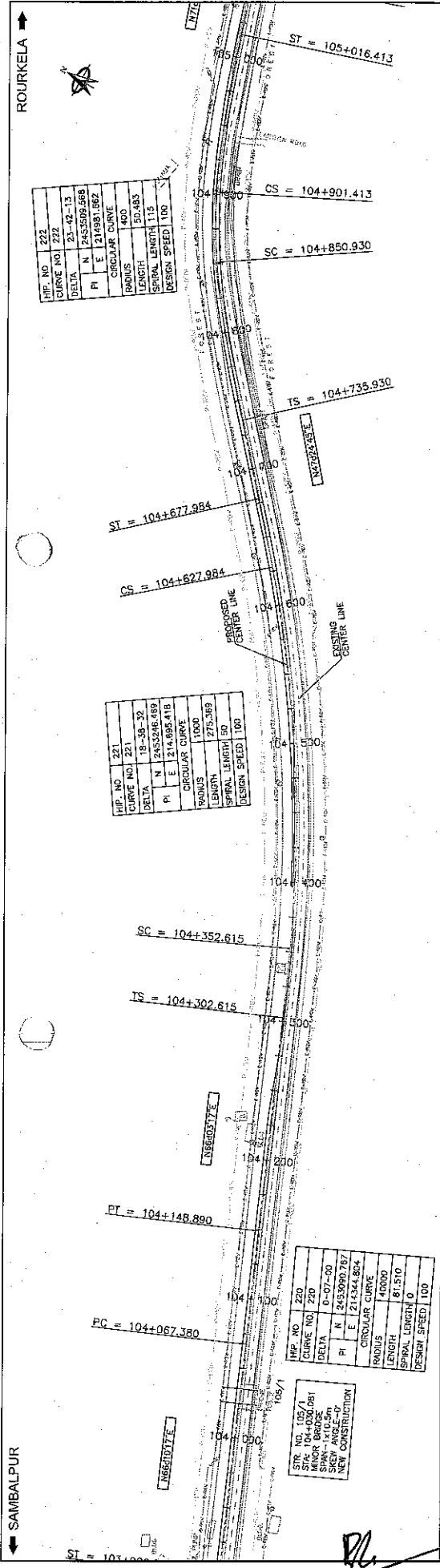




Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

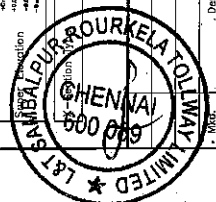


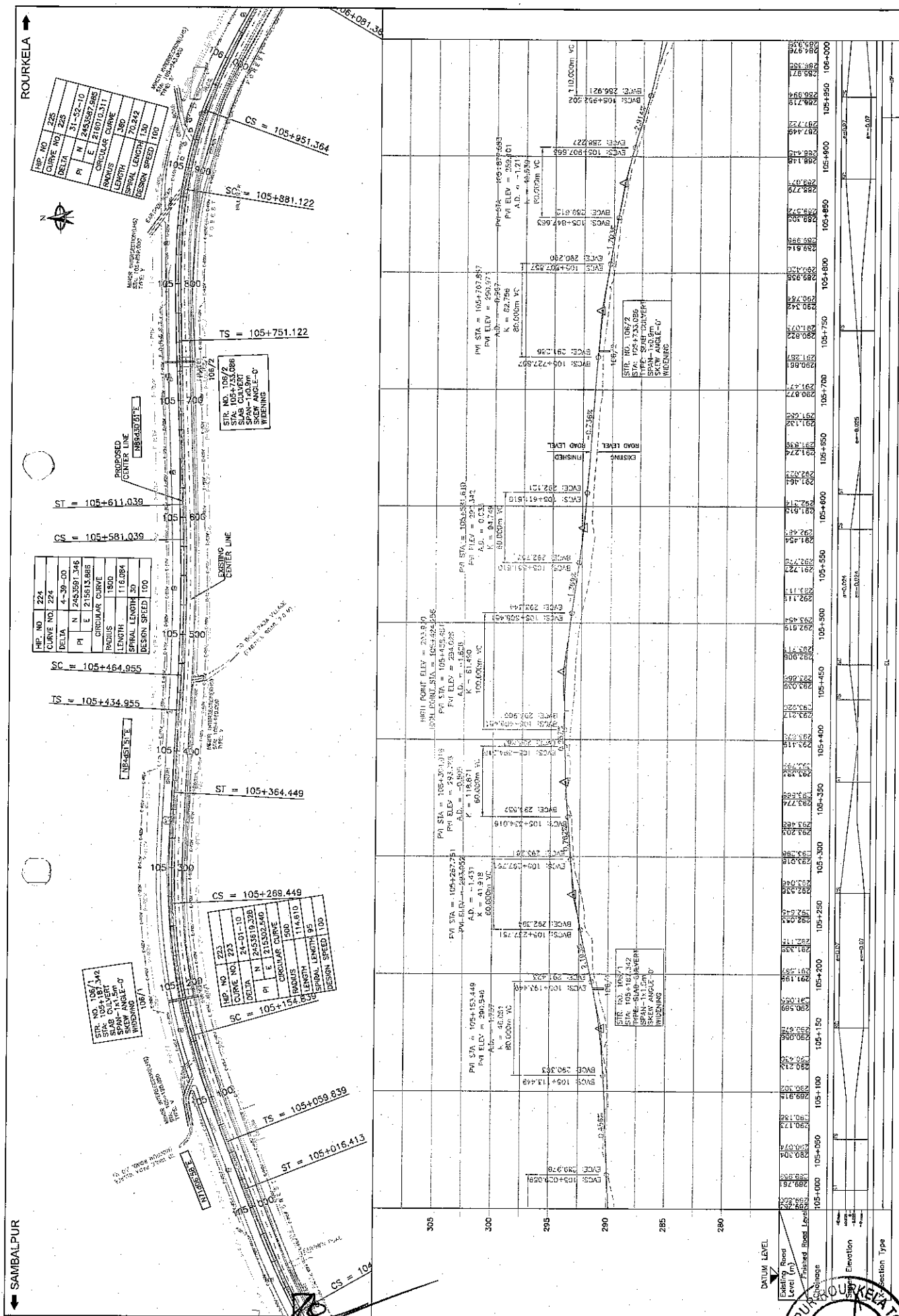
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| GOVERNMENT OF ORISSA WORKS DEPARTMENT | |
| Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Drawing Title: PLAN AND PROFILE KM 103+000 TO KM 104+000 (SAMBALPUR - ROURKELA) | |
| Drawing Number: 723231LASA/HIGHWAYS/PPP - 100 | |
| Date | April 2010 |
| Drawn By | Tobish Javed |
| Designed By | Subir Roy |
| Checked By | S. R. R. R. |
| Approved By | Arundh |
| By | Date |
| REVISION Description | |



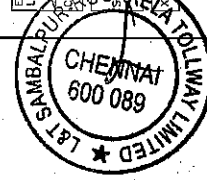
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|---|--|--|--|
| <p>PLAN AND PROFILE KM 104+000 TO KM 105+000 (SAMBALPUR - ROURKELA)</p> | | <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | |
| <p>Drawing Title :</p> | | <p>Client :</p> | |
| <p>Drawing Number : 732311(LASA)HIGHWAYSPPP - 101</p> | | <p>Project :</p> | |
| <p>Date</p> | | <p>Consultant :</p> | |
| <p>Drawn By</p> | | <p>PPW Techno-Economic Feasibility Study and Transaction Advisor for Selected State Roads in the State of Orissa</p> | |
| <p>Designed By</p> | | <p>LEA Associates South Asia Pvt. Ltd.</p> | |
| <p>Checked By</p> | | <p>B-7/-27, Mahanagar, Bhubaneswar, Orissa Road, New Bhubaneswar</p> | |
| <p>Approved By</p> | | <p>Revision</p> | |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

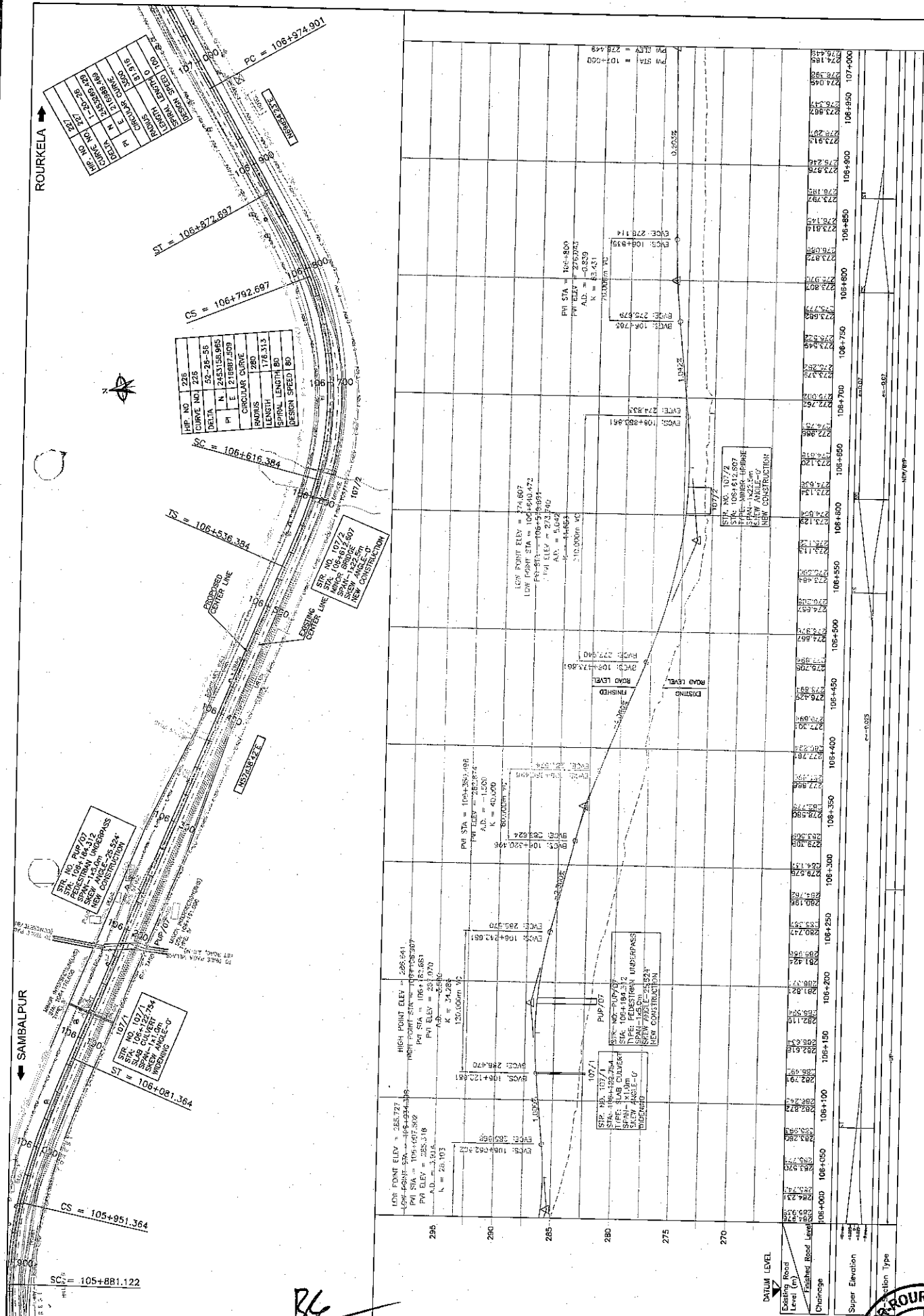




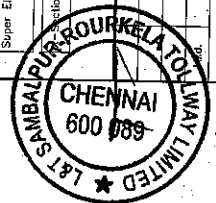
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | | |
|--|--------------|---|-------------|
| Client | | Pricewaterhouse Coopers Pvt. Ltd. | |
| Project | | PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Consultants | | Pricewaterhouse Coopers Pvt. Ltd. | |
| Scale | | Horizontal Scale: 1:1000, Vertical Scale: 1:100 | |
| Drawing Title | | PLAN AND PROFILE KM 105+000 TO KM 106+000 (SAMBALPUR - ROURKELA) | |
| Drawing Number | | 73231VLAHIGHWAYSIPPP - 102 | |
| Date | Drawn By | Designed By | Checked By |
| April 2010 | Talish Javed | Subir Roy | S. Raut |
| Revision | By | Date | Approved By |
| | | | |



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

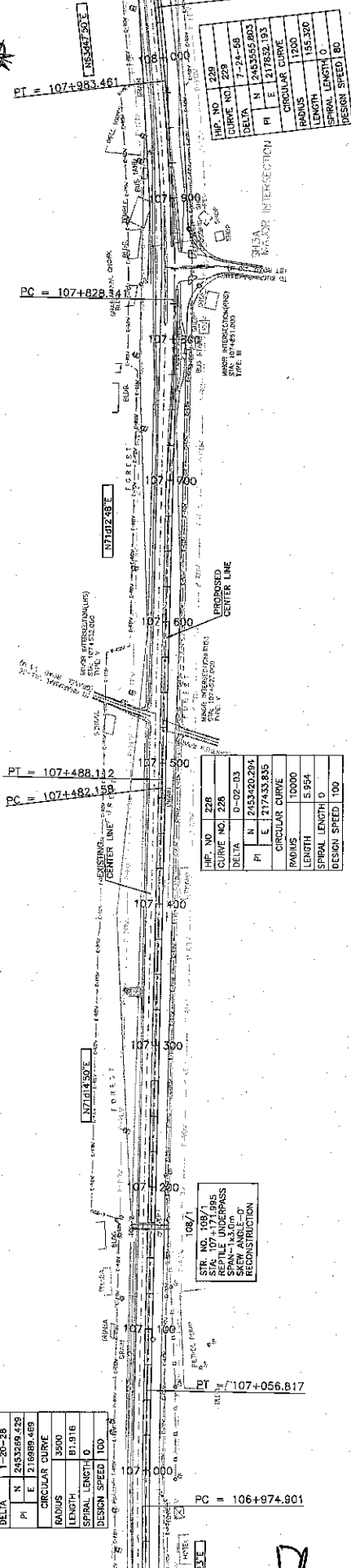


| | | |
|---|---|---|
| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| Scale: 1:1000 Horizontal Scale: 1:1000 Vertical Scale: 1:100 | | CONSULTANTS: Pricewaterhouse Coopers Pvt. Ltd. LEA Associates South Asia Pvt. Ltd. 8-7/27, Noida Corporate Industrial Estate, Noida-201308, Uttar Pradesh-201308 |
| Drawing Title: PLAN AND PROFILE KM 106+000 TO KM 107+000 (SAMBALPUR - ROURKELA) | | Drawing Number: 1732311/ASA/HIGHWAY/SIPR/PP-103 |
| Date: April 2010 Drawn By: Tabin Javed Designed By: Subir Roy Checked By: Subhankar Approved By: Anandish | Date: April 2010 Drawn By: Tabin Javed Designed By: Subir Roy Checked By: Subhankar Approved By: Anandish | REVISION No. Description Date By |

← SAMBALPUR

ROURKELA →

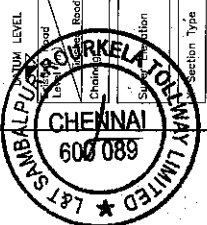
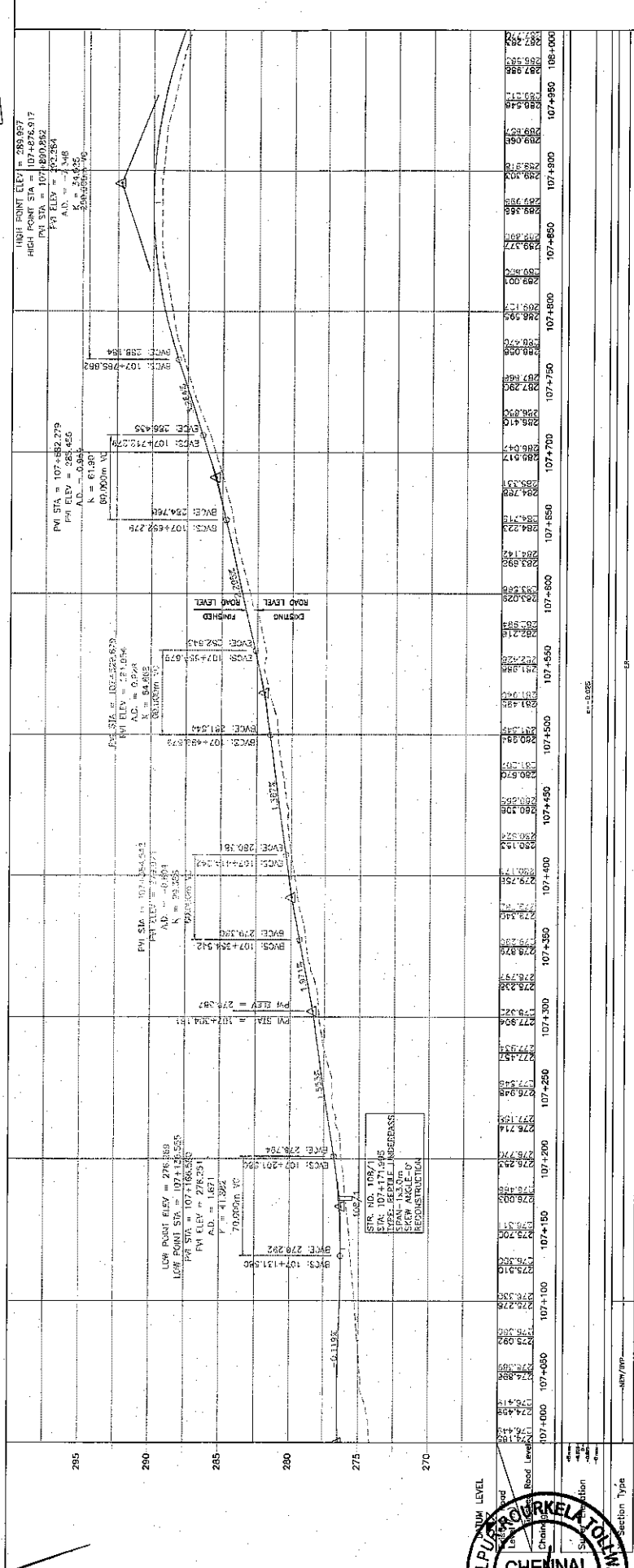
| | |
|--------------|---------------|
| HIP. NO | 227 |
| CURVE NO | 227 |
| DELTA | 1-20-28 |
| PI | N 2453259.429 |
| E | 216989.459 |
| CURVE | CURVE |
| RADIUS | 3500 |
| LENGTH | 81.916 |
| SPRAL LENGTH | 0 |
| DESIGN SPEED | 100 |



STA 107+171.085
REPAIR UNDERPASS
SPAN-13.30m
REDUCTION OF
REDUCTION

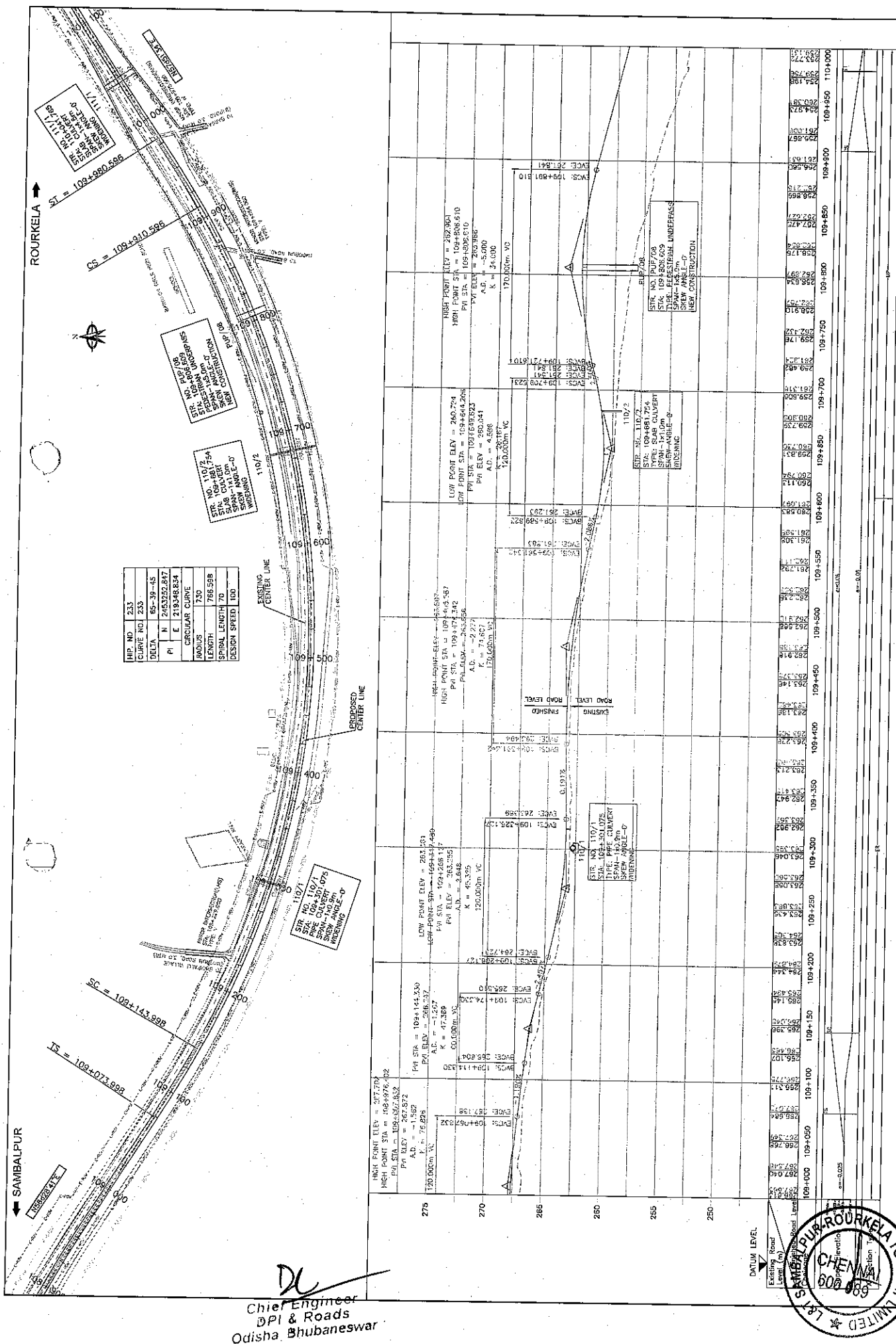
| | |
|--------------|---------------|
| HIP. NO | 228 |
| CURVE NO. | 228 |
| DELTA | 0-02-03 |
| PI | N 2453420.294 |
| E | 217433.835 |
| CURVE | CURVE |
| RADIUS | 10000 |
| LENGTH | 10000 |
| SPRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

| | |
|--------------|---------------|
| HIP. NO | 229 |
| CURVE NO. | 229 |
| DELTA | 7-24-58 |
| PI | N 2453555.803 |
| E | 217592.193 |
| CURVE | CURVE |
| RADIUS | 1200 |
| LENGTH | 135.300 |
| SPRAL LENGTH | 0 |
| DESIGN SPEED | 80 |



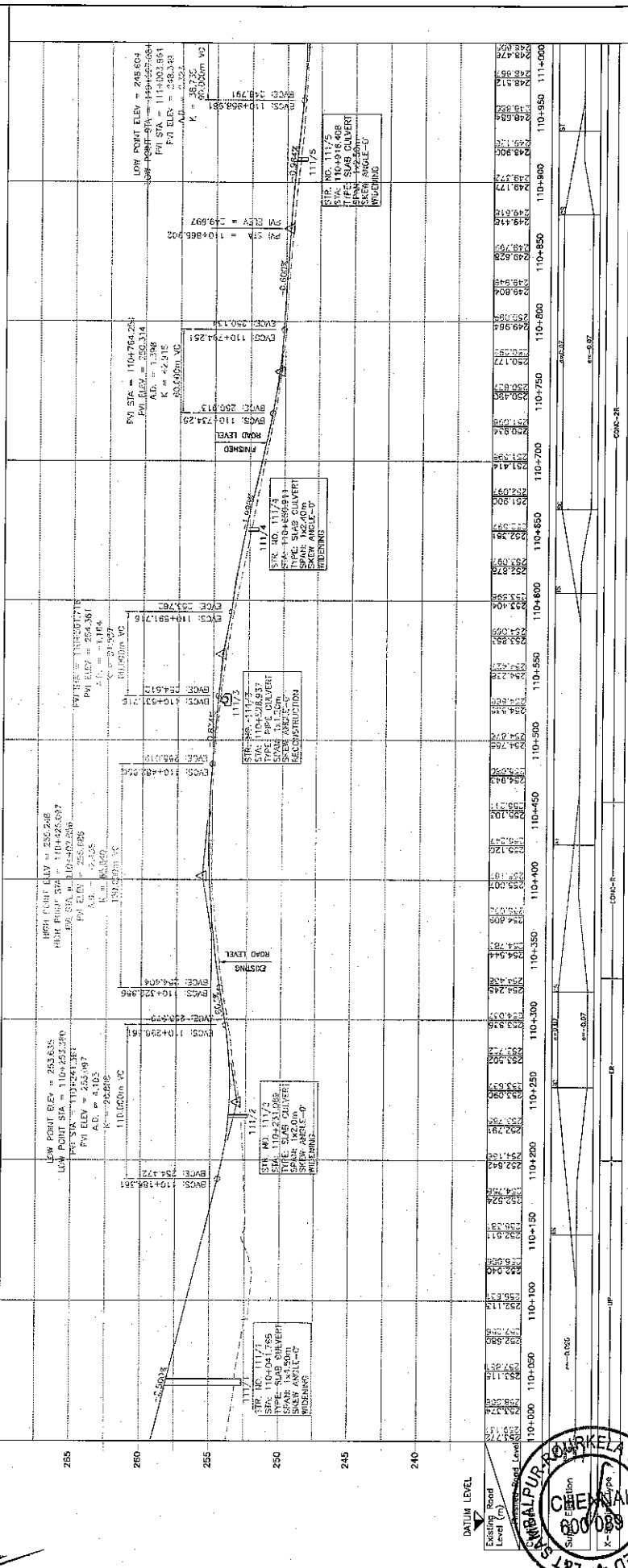
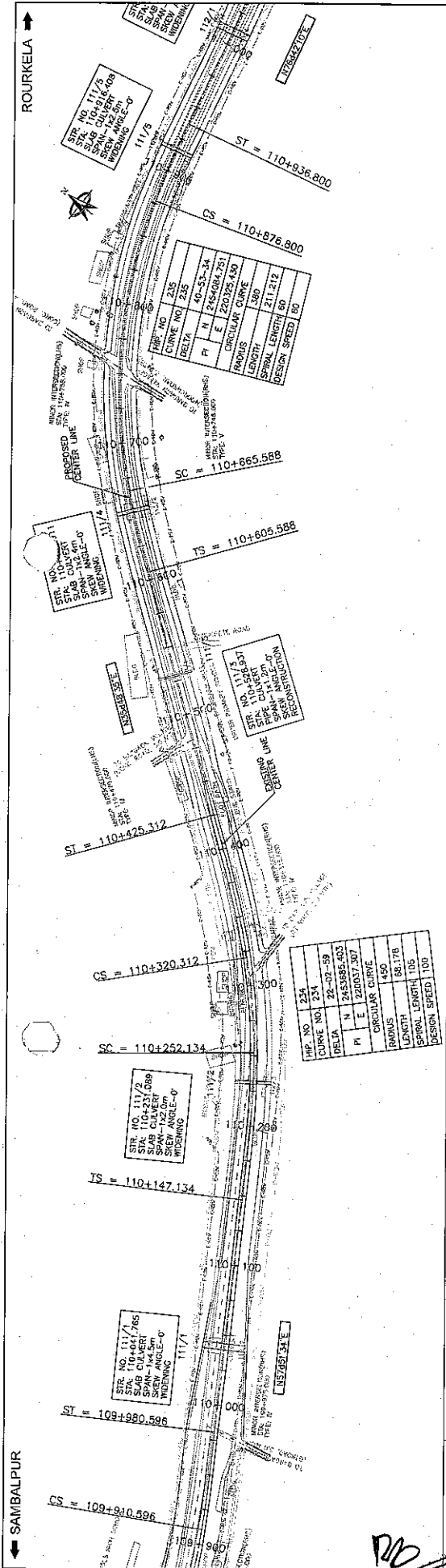
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

| | | |
|---|--------------|--|
| <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Baker & Co. Pvt. Ltd. Towers & Co. Pvt. Ltd.</p> | | <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> |
| <p>Project: LEA Associates South Asia Pvt. Ltd. 1/4th Floor, 10th Cross, 10th Main Road, 10th Stage, 10th Block, 10th Phase, 10th Sector, 10th Zone, 10th District, 10th State, 10th Country.</p> | | <p>PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>Drawing Title: PLAN AND PROFILE KM 107+000 TO KM 108+000 (SAMBALPUR - ROURKELA)</p> | | <p>Scale: 1:1000 Horizontal Scale Vertical Scale</p> |
| <p>Drawing Number: 73231/L&T/SAH/IG-WAYS/PPAPP - 104</p> | | <p>Revision</p> |
| Date | April 2010 | Drawn By |
| Designed By | Tobias Javed | Sub By |
| Checked By | S.Rohit | Approved By |
| By | | |



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | | |
|---|------------|--|-------------|
| Client: Pricewaterhouse Coopers Pvt. Ltd. | | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| Drawing Title: PLAN AND PROFILE KM 109+000 TO KM 110+000 (SAMBALPUR - ROURKELA) | | Drawing Number: 73231/ASA/HIGHWAY/PPPP-108 | |
| Date | April 2010 | Drawn By | Talish Raut |
| Checked By | S. Prakash | Designed By | Subir Ray |
| Approved By | | By | |
| Discussions | | Date | |
| REVISION | | | |



| PLAN AND PROFILE | | | | DRAWING TITLE : | | | |
|--|--|--|--|------------------------|--|--|--|
| KM 110+000 TO KM 111+000 | | | | (SAMBALPUR - ROURKELA) | | | |
| Drawing Number : 732311LASA(HIGHWAYS)PPP-107 | | | | Client : | | | |
| Revision | | | | Project : | | | |
| Date | | | | Client : | | | |
| Drawn By | | | | Project : | | | |
| Designed By | | | | Client : | | | |
| Checked By | | | | Project : | | | |
| Approved By | | | | Client : | | | |
| Date | | | | Project : | | | |
| Description | | | | Client : | | | |
| Revision | | | | Project : | | | |

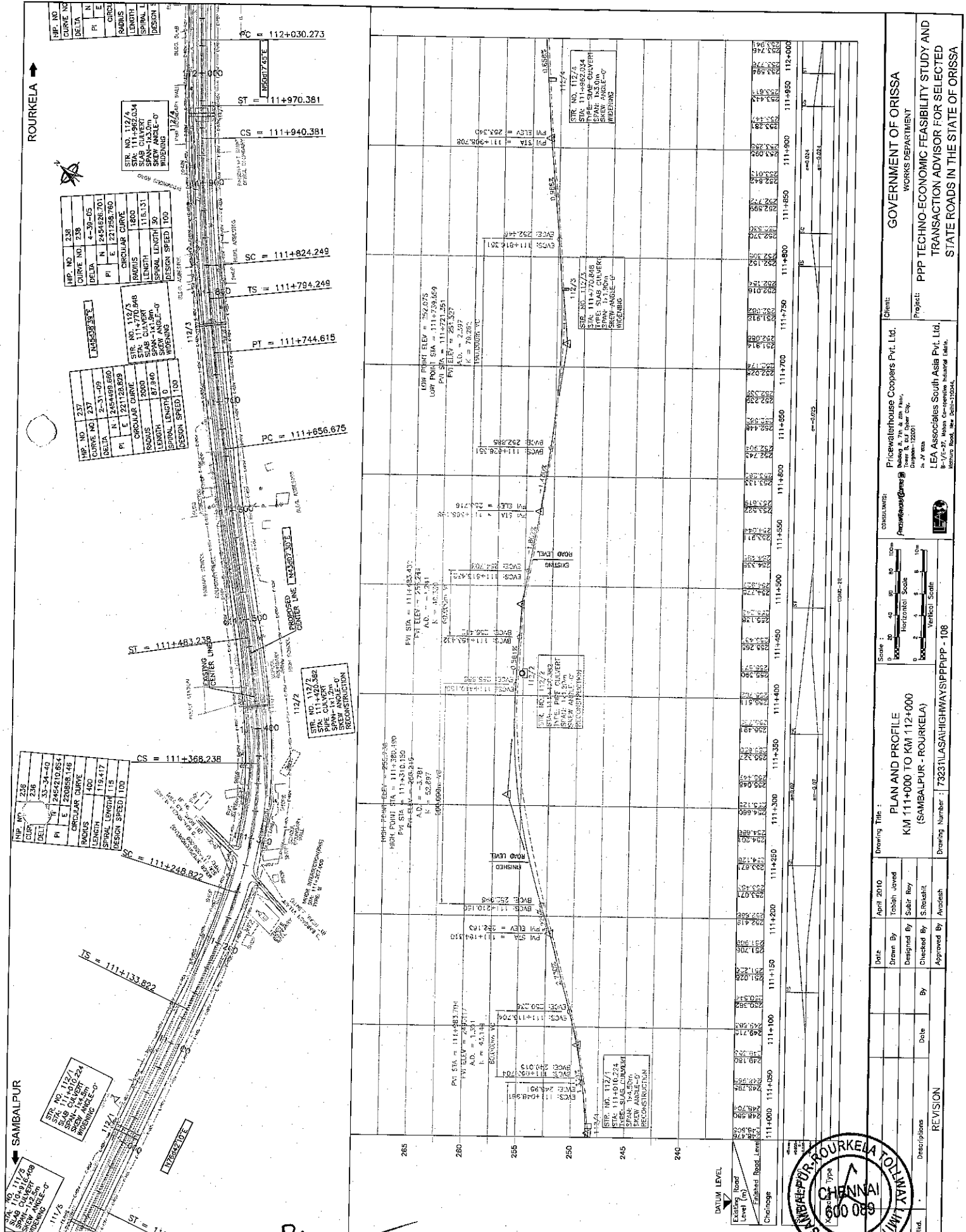
GOVERNMENT OF ORISSA
WORKS DEPARTMENT

PPPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

CONSULTANTS:
PricewaterhouseCoopers Pvt. Ltd.
B-1/2-27, Main Co-operative Industrial Estate,
Midtown Road, New Delhi-110004

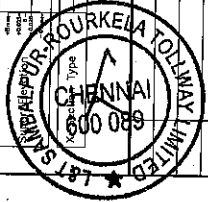
SCALE:
Horizontal Scale : 1 cm = 50 m
Vertical Scale : 1 cm = 1 m

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Chief Engineer,
DPI & Roads
Odisha, Bhubaneswar

| | |
|--|---------------|
| <p>Client: Pricewaterhouse Coopers Pvt. Ltd.</p> <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | |
| <p>CONSULTANT: Pricewaterhouse Coopers Pvt. Ltd.</p> <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | |
| <p>Scale: 1:1000 (Horizontal), 1:100 (Vertical)</p> <p>Scale: 1:1000 (Horizontal), 1:100 (Vertical)</p> | |
| <p>Drawing Title: PLAN AND PROFILE</p> <p>KM 111+000 TO KM 112+000</p> <p>(SAMBALPUR - ROURKELA)</p> | |
| <p>Drawing Number: 73231/LASAHIGHWAYS/PPP-108</p> | |
| Date | April 2010 |
| Drawn By | Toshish Javed |
| Designed By | Sabir Roy |
| Checked By | S. Roshit |
| Approved By | Anandish |
| By | Date |
| REVISION | |



ROURKELA

SAMBALPUR

| | |
|-------------------|------------------|
| HP. NO. 239 | HP. NO. 240 |
| CURVE NO. 239 | CURVE NO. 240 |
| DELTA 2-25-11 | DELTA 0-08-28 |
| P. E. 2245748.230 | P. E. 22729785 |
| CIRCULAR CURVE | CIRCULAR CURVE |
| RADIUS 2000 | RADIUS 10000 |
| LENGTH 84.467 | LENGTH 25.137 |
| SPIRAL LENGTH 0 | SPIRAL LENGTH 0 |
| DESIGN SPEED 100 | DESIGN SPEED 100 |

STR. NO. 112/4
STA. 111+962.034
PIPE CULVERT
SPAN-12.0m
SKEN. ANGLE-0°
WIDENING

STR. NO. 113/185
STA. 112+114.741
PIPE CULVERT
SPAN-12.0m
SKEN. ANGLE-0°
WIDENING

STR. NO. 113/2
STA. 112+483.100
PIPE CULVERT
SPAN-12.0m
SKEN. ANGLE-0°
WIDENING

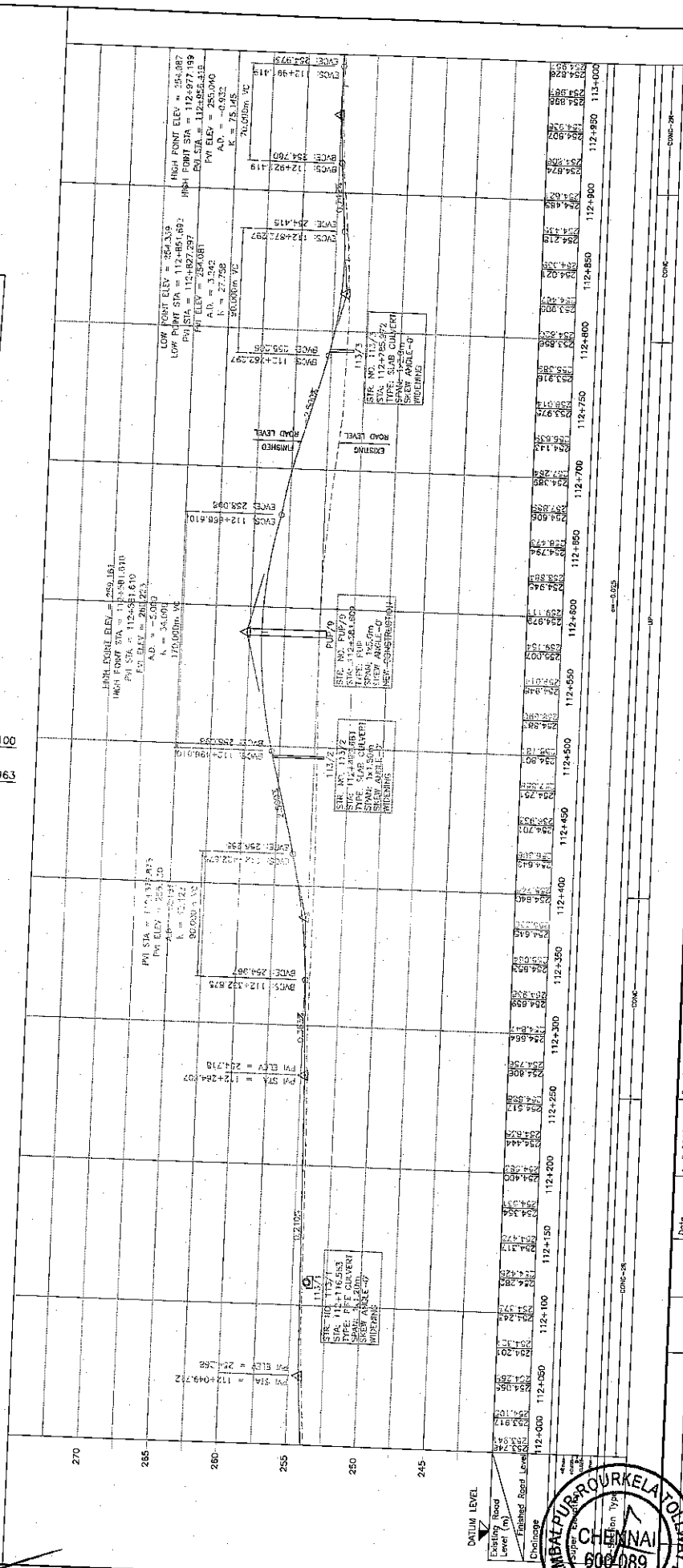
STR. NO. 113/3
STA. 112+785.972
PIPE CULVERT
SPAN-12.0m
SKEN. ANGLE-0°
WIDENING

STR. NO. 113/79
STA. 112+955.372
PIPE CULVERT
SPAN-12.0m
SKEN. ANGLE-0°
WIDENING

NS245134'E

NS244234'E

STR. NO. 113/3
STA. 112+785.972
PIPE CULVERT
SPAN-12.0m
SKEN. ANGLE-0°
WIDENING



| PLAN AND PROFILE | | | |
|--------------------------|-------------|--|--------------|
| KM 112+000 TO KM 113+000 | | | |
| (SAMBALPUR - ROURKELA) | | | |
| Drawing Title : | | Drawing Number : 7323/ILASAHIGHWAY/SIPPP-109 | |
| Date | April 2010 | Drawn By | Tushar Javed |
| Designed By | Sauri Roy | Checked By | S. Raju |
| Approved By | Arundhan | | |
| REVISION | | | |
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CONSULTANTS:

Princetownhouse Coopers Pvt. Ltd.

Building 8, 7th & 8th Floor,

Princetownhouse Coopers City,

In J.P. Road,

LEA Associates South Asia Pvt. Ltd.

8a-V/E-27, Mahanagar, Industrial Area,

Andhra Pradesh, New Delhi-110044.

GOVERNMENT OF ORISSA

WORKS DEPARTMENT

Client:

Project:

Scale :

Horizontal Scale

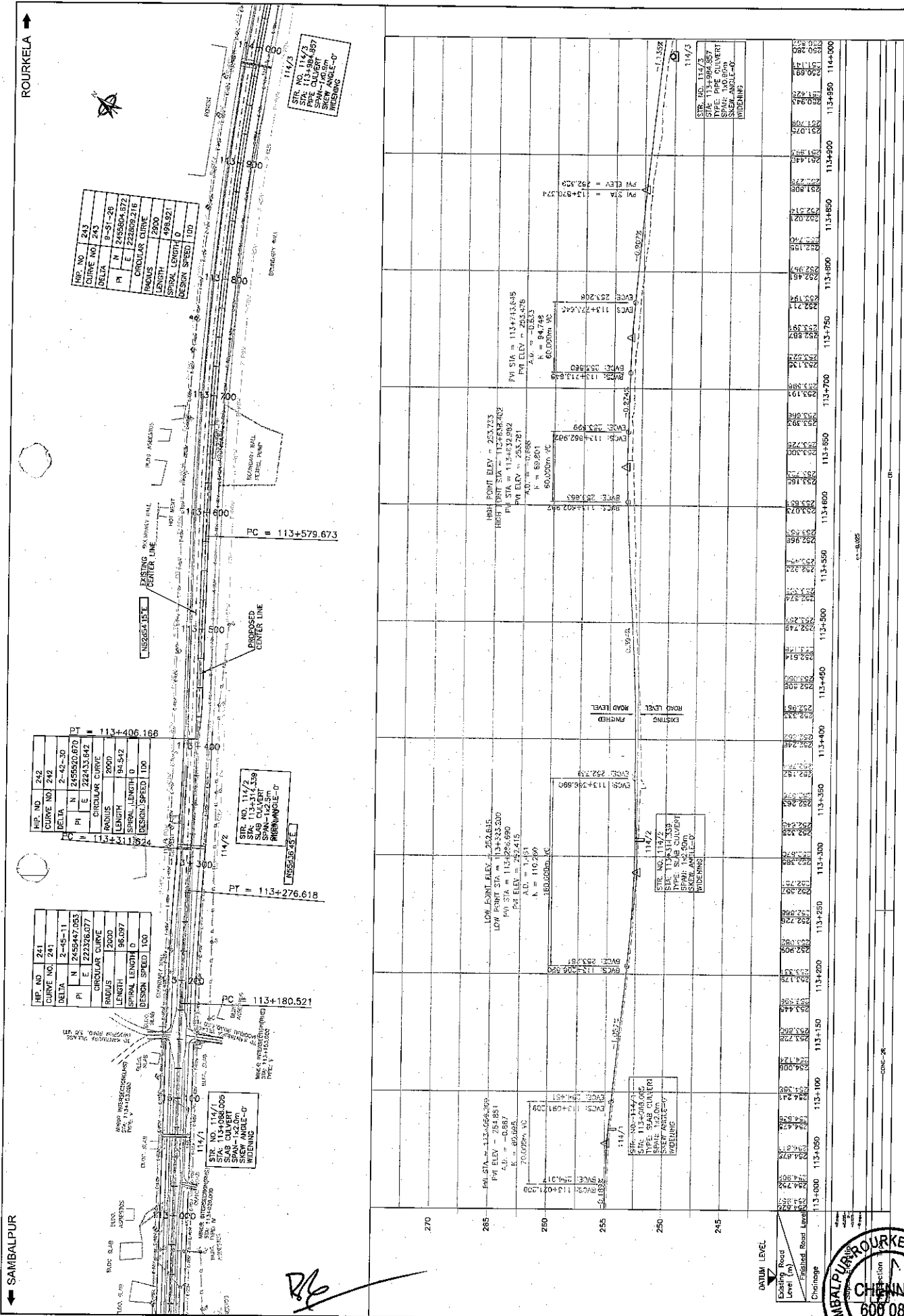
Vertical Scale

DATE

CHINA

600089

Chief Engineer
DPI & Roads
Odisha Bhubaneswar



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
Address: 8, 7th & 8th Floor,
In A/V Road,
Gurgaon - 122001

Project: LEA Associates South Asia Pvt. Ltd.
8-1/2-27, Mahanagar, Bhubaneswar, Orissa.
Mahanagar Road, New Bhubaneswar, Orissa.

Scale: 1:1000
Horizontal Scale
Vertical Scale

PLAN AND PROFILE
KM 113+000 TO KM 114+000
(SAMBALPUR - ROURKELA)

Drawing Title: PLAN AND PROFILE
KM 113+000 TO KM 114+000
(SAMBALPUR - ROURKELA)

Drawing Number: 73231(LASAH)HIGHWAYS/PPP-110

REVISION



SAMBALPUR

ROURKELA

| | |
|---------------|------------|
| HP NO | 244 |
| CURVE NO | 244 |
| DELTA | 1-37-07 |
| PI | N |
| E | 245622.730 |
| DELTA | 22737.877 |
| CURVE | CURVE |
| RADIUS | 2000 |
| LENGTH | 56.485 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

EXISTING CENTER LINE

STR. NO. 114/3
STA: 113+984.857
TYPE: CULVERT
SPAN: 13.00m
SKW. ANGLE: 0°
WIDENING

STR. NO. 119/1
STA: 114+338.507
TYPE: CULVERT
SPAN: 13.00m
SKW. ANGLE: 0°
WIDENING

STR. NO. 115/2
STA: 114+867.810
TYPE: CULVERT
SPAN: 13.00m
SKW. ANGLE: 0°
WIDENING

STR. NO. 115/3
STA: 114+901.249
TYPE: CULVERT
SPAN: 13.00m
SKW. ANGLE: 0°
WIDENING

PT = 114+078.594

PC = 114+844.753

115/3

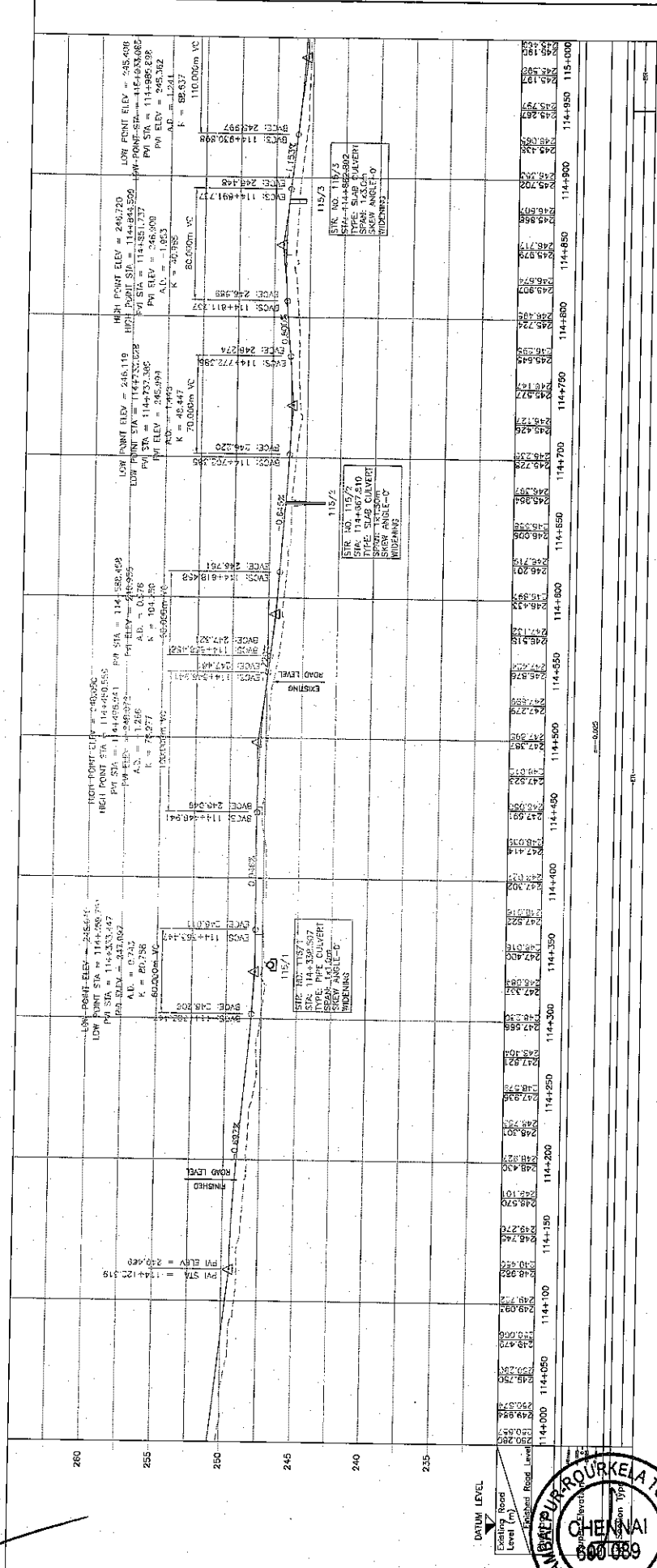
115/2

115/1

114/3

114/3

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| REVISION | | | | DRAWING TITLE | | | | DRAWING NUMBER | | | | CLIENT | | | |
|----------|--------------|------|----|---------------|--------------|------------|----|----------------|--------------|------------|----|--------|--------------|------------|----|
| No. | Descriptions | Date | By | No. | Drawn By | Date | By | No. | Drawn By | Date | By | No. | Drawn By | Date | By |
| 1 | | | | 1 | Tanish Javed | April 2010 | | 1 | Tanish Javed | April 2010 | | 1 | Tanish Javed | April 2010 | |
| 2 | | | | 2 | Subir Roy | | | 2 | Subir Roy | | | 2 | Subir Roy | | |
| 3 | | | | 3 | Siddhant | | | 3 | Siddhant | | | 3 | Siddhant | | |
| 4 | | | | 4 | Approved By | | | 4 | Approved By | | | 4 | Approved By | | |
| 5 | | | | 5 | Approved By | | | 5 | Approved By | | | 5 | Approved By | | |
| 6 | | | | 6 | Approved By | | | 6 | Approved By | | | 6 | Approved By | | |
| 7 | | | | 7 | Approved By | | | 7 | Approved By | | | 7 | Approved By | | |
| 8 | | | | 8 | Approved By | | | 8 | Approved By | | | 8 | Approved By | | |
| 9 | | | | 9 | Approved By | | | 9 | Approved By | | | 9 | Approved By | | |
| 10 | | | | 10 | Approved By | | | 10 | Approved By | | | 10 | Approved By | | |



GOVERNMENT OF ORISSA
WORKS DEPARTMENT
PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
Building 8, 7th & 8th Floor,
Tower B, C.I.T. Cyber City,
Indraprastha, New Delhi-110044.
Project: LEA Associates South Asia Pvt. Ltd.
In-charge: Mr. S. S. Sankar
Address: 11/1-23, Industrial Estate,
Madhav Road, New Delhi-110044.

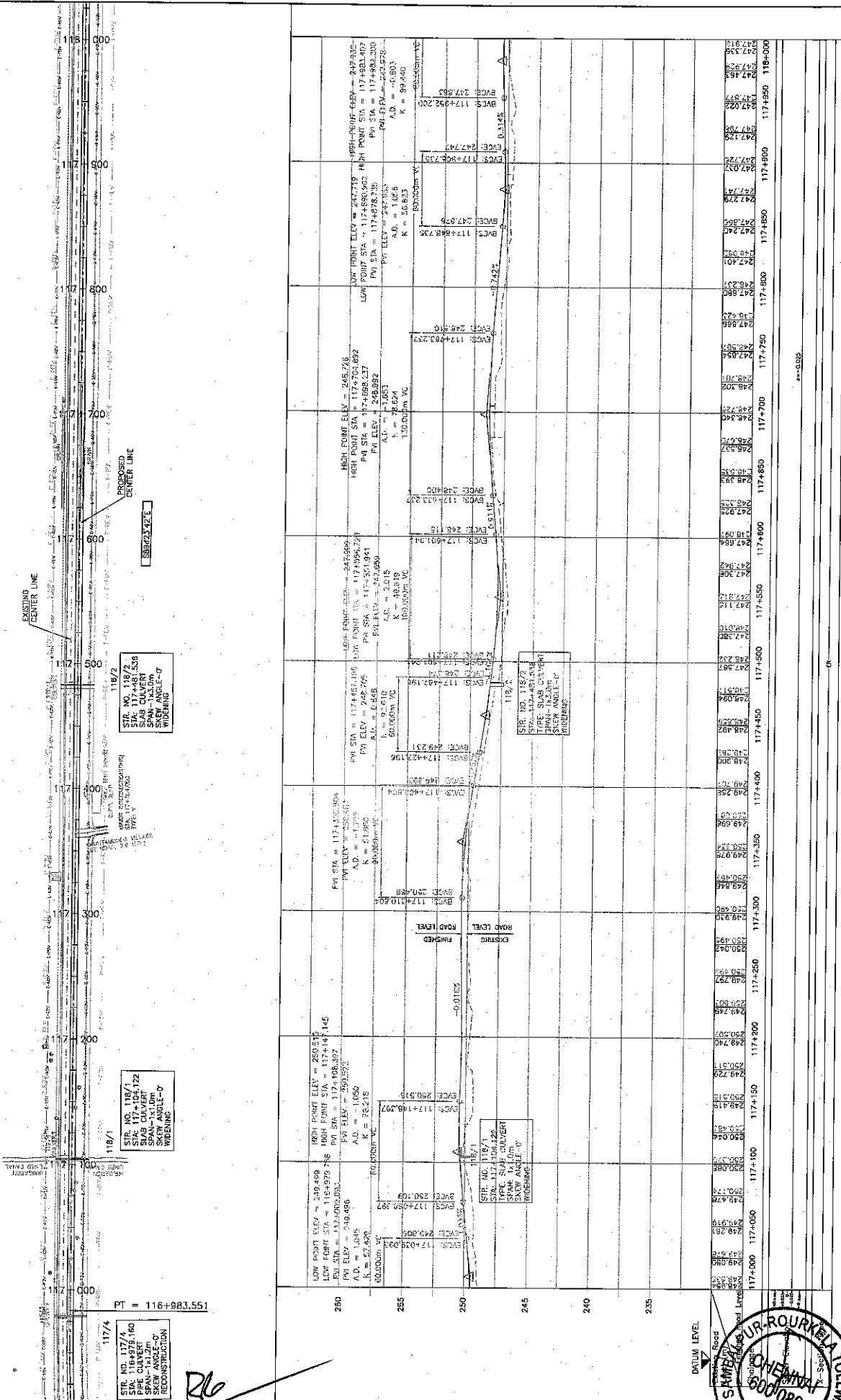
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Horizontal Scale: 1 cm = 10 m
Vertical Scale: 1 cm = 1 m

PLAN AND PROFILE
KM 114+000 TO KM 115+000
(SAMBALPUR - ROURKELA)

Drawing Number: 7323/ILSA/HIGHWAY/SUP/PPP-111

SAMBALPUR

ROURKELA



Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar

GOVERNMENT OF ORISSA

WORKS DEPARTMENT

Client: Pricewaterhouse Coopers Pvt. Ltd.
 Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Scale: 1:1000
 Horizontal Scale
 Vertical Scale

DRAWING NO.

Scale: 1:1000
 Horizontal Scale
 Vertical Scale

PLAN AND PROFILE
 KM 117+000 TO KM 118+000
 (SAMBALPUR - ROURKELA)

Drawing Title :

Date

Drawn By

Designed By

Checked By

Approved By

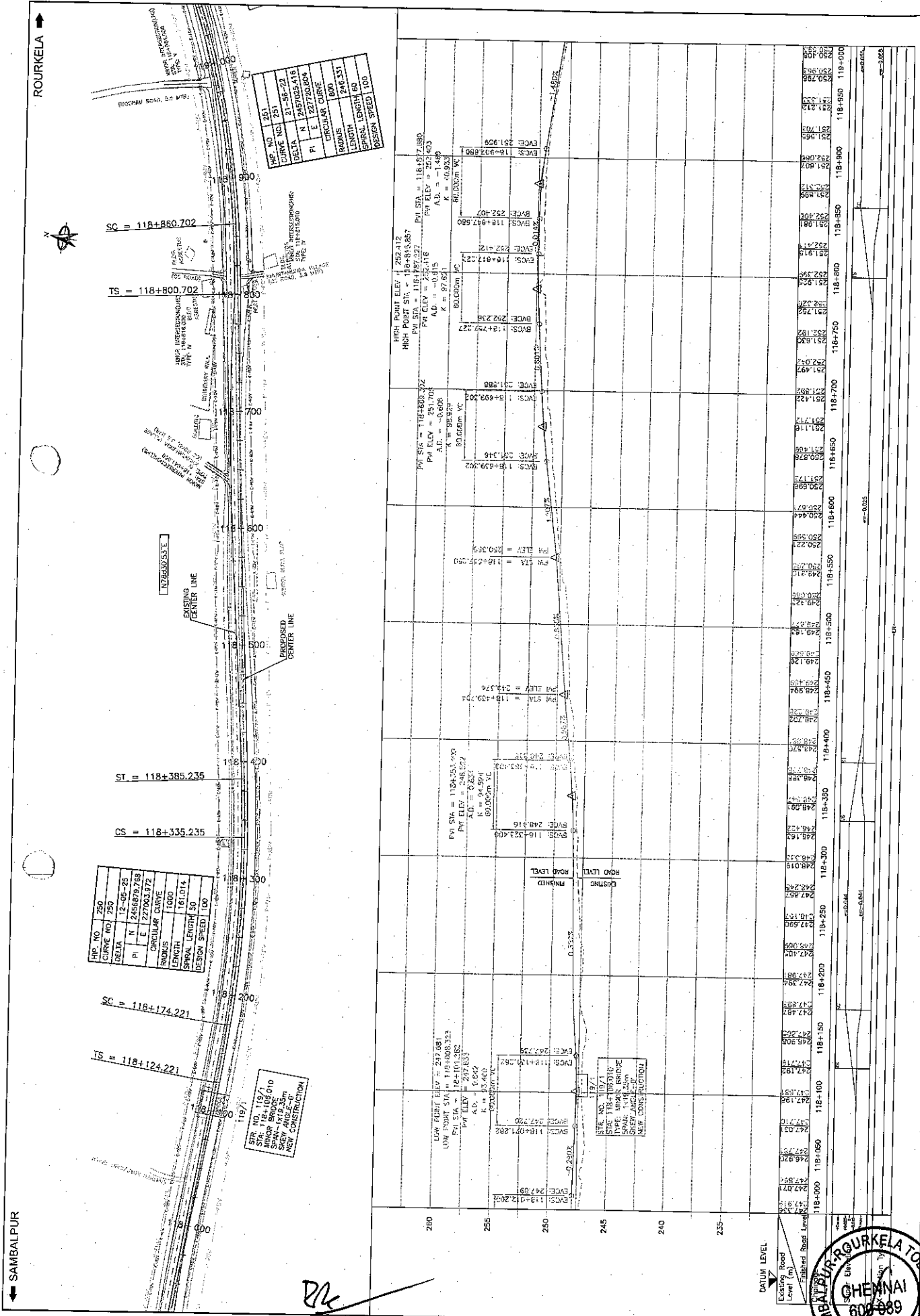
Date

By

Description

REVISION

Wkd.

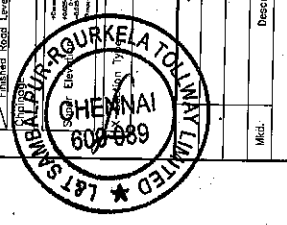


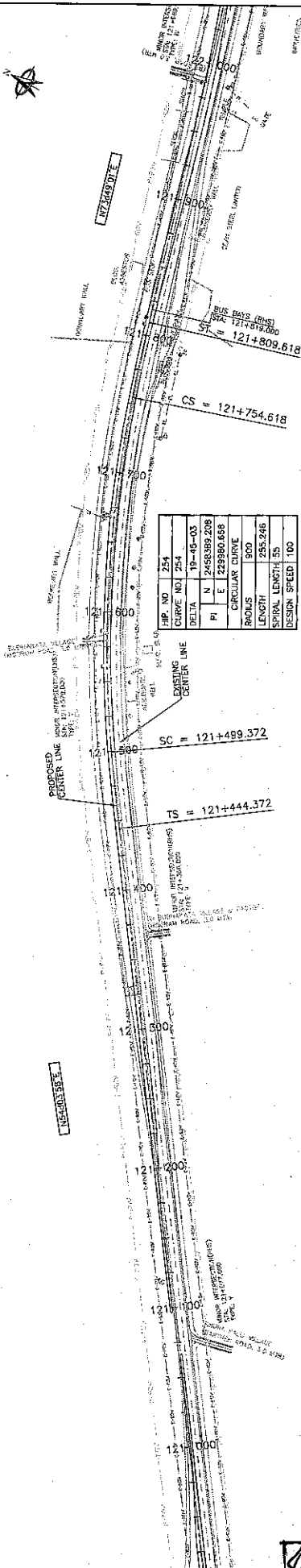
SAMBALPUR

ROURKELA

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

| | | | |
|---|--|--|--|
| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Building 5, 7th & 8th floor, Tower B, IIT Bhubaneswar, Bhubaneswar - 751005</p> | |
| <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | | <p>Client: LEA Associates South Asia Pvt. Ltd. B-1/2, 2nd Floor, Industrial Estate, Bhubaneswar Road, New Delhi-110041</p> | |
| <p>Scale: 1:1000 Horizontal Scale Vertical Scale</p> | | <p>Drawing Title: PLAN AND PROFILE KM 118+000 TO KM 119+000 (SAMBALPUR - ROURKELA)</p> | |
| <p>Date: April 2010</p> | | <p>Drawing Number: 7323/ILASHIGHWAY/SPP/PPP-115</p> | |
| <p>Drawn By: Tolish Javed</p> | | <p>Checked By: S. Rajesh</p> | |
| <p>Designed By: Sauri Roy</p> | | <p>Approved By: Arundh</p> | |
| <p>By: _____</p> | | <p>Date: _____</p> | |
| <p>REVISION</p> | | <p>REVISION</p> | |





← SAMBALPUR

→ ROURKELA

PT = 123+006.036

PC = 122+766.085

SUS RAYS (LHS)
STA: 122+159.000

WATER INTERSECTION
DATE: 17/06/2010

DATE: 17/06/2010

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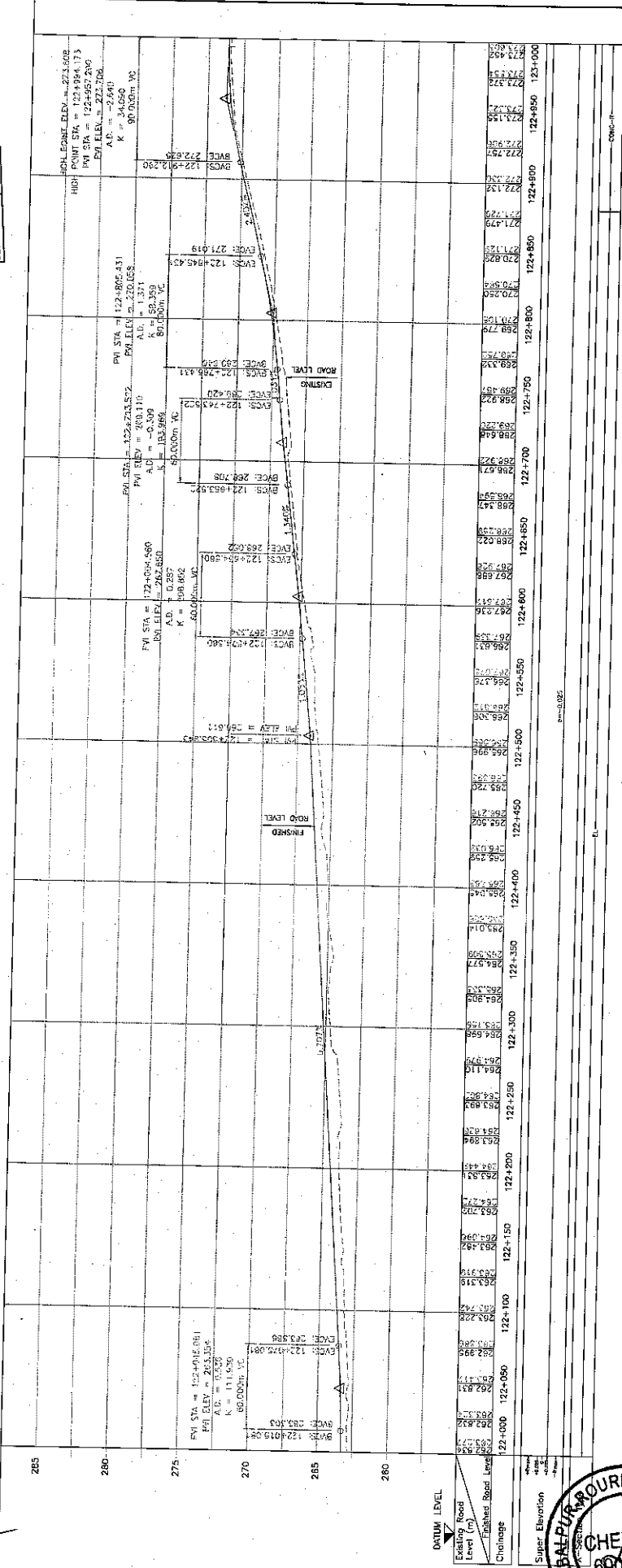
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DATE: 17/06/2010

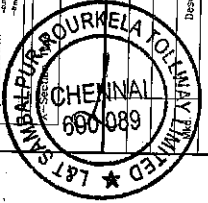
DATE: 17/06/2010

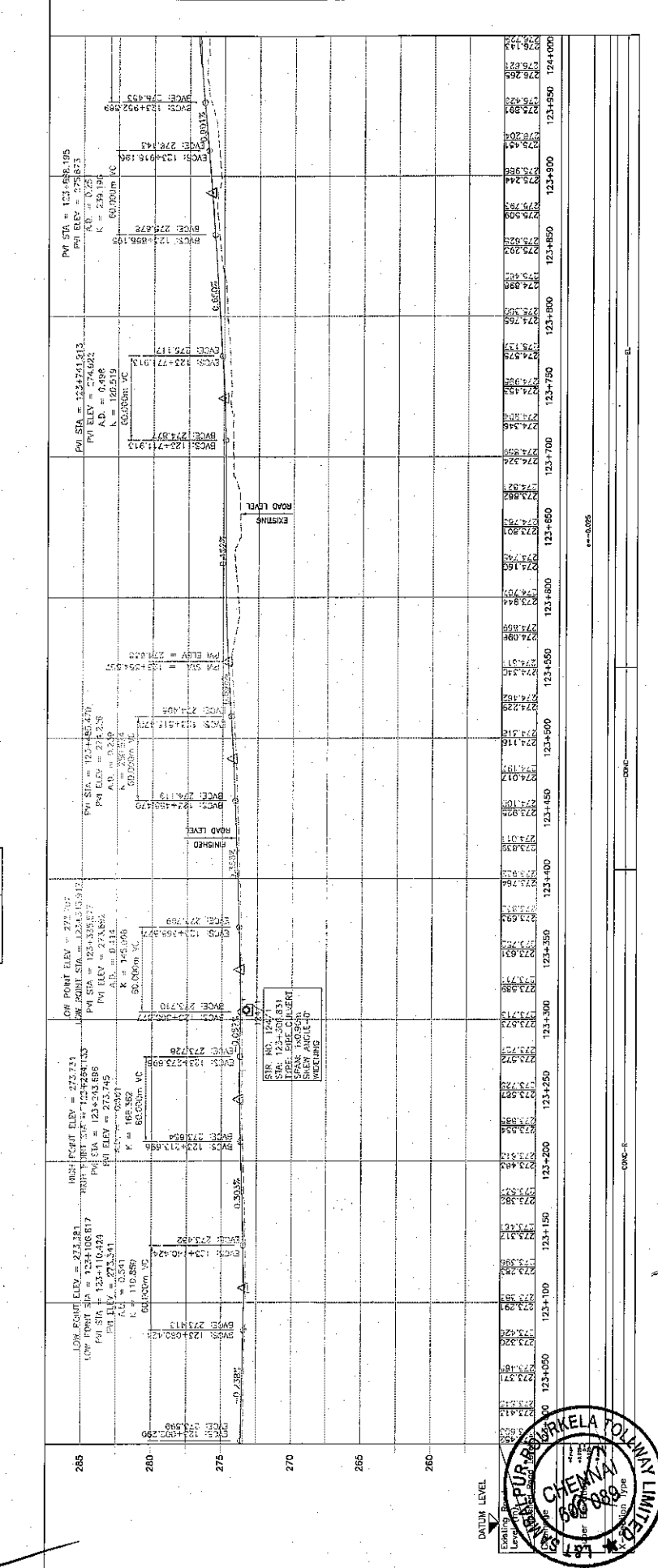
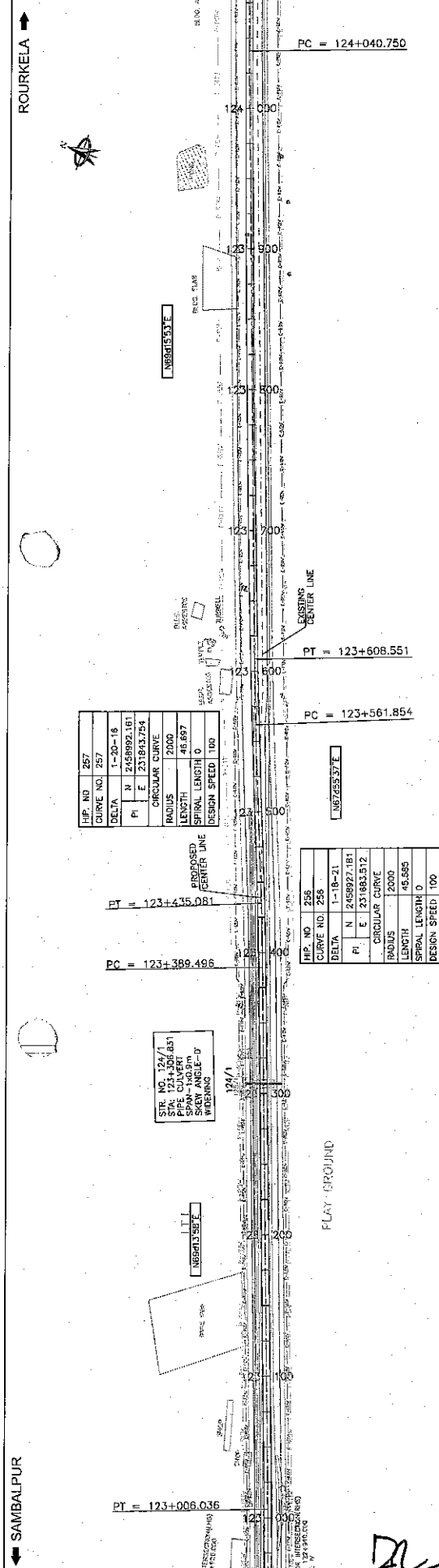
| | |
|----------------|---------------|
| HP. NO | 255 |
| CURVE NO. | 255 |
| DELTA | 4-34-58 |
| PI | N 2459740.575 |
| E | 23191.412 |
| CIRCULAR CURVE | |
| RADIUS | 3000 |
| LENGTH | 239.951 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| | |
|---|---|
| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | |
| <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Building 8, 7th & 8th Floor, Sector 8, B.T. Road, Cuttack, Odisha-753001</p> | <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>Scale: 1:1000 Horizontal Scale: 1:1000 Vertical Scale: 1:100</p> | <p>Drawing Title: PLAN AND PROFILE KM 122+000 TO KM 123+000 (SAMBALPUR - ROURKELA)</p> |
| <p>Date: April 2010 Drawn By: Tobish Ined Designed By: Subir Roy Checked By: S. Rajesh Approved By: Anandash</p> | <p>Drawing Number: 7323/ILASAI/HIGHWAYS/PP/PP - 119</p> |
| <p>REVISION</p> | <p>DESCRIPTIONS</p> |





| | | | |
|--|---|---|---|
| <p>PLAN AND PROFILE</p> <p>KM 123+000 TO KM 124+000</p> <p>(SAMBALPUR - ROURKELA)</p> | | <p>Scale:</p> <p>Horizontal Scale: 1" = 100'</p> <p>Vertical Scale: 1" = 10'</p> | <p>Client:</p> <p>GOVERNMENT OF ORISSA</p> <p>WORKS DEPARTMENT</p> |
| <p>Date:</p> <p>April 2010</p> | <p>Drawn By:</p> <p>Talish Javed</p> | <p>Designed By:</p> <p>Subir Roy</p> | <p>Checked By:</p> <p>S. Kishor</p> |
| <p>By:</p> | <p>Date:</p> | <p>Approved By:</p> <p>Arundh</p> | <p>Project:</p> <p>PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>REVISION</p> | | <p>Consultants:</p> <p>PricewaterhouseCoopers Pvt. Ltd.</p> <p>Building 8, 1st & 2nd Floor,</p> <p>LEA Associates South Asia Pvt. Ltd.</p> <p>8-1/2-27, Mohan Ganga, New Delhi-110044.</p> | |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

← SAMBALPUR

→ ROURKELA

| | |
|----------------|----------------|
| REP. NO. | 261 |
| CURVE NO. | 261 |
| DELTA | B-48-45 |
| P ₁ | N 2459420.810 |
| P ₂ | E 233406.135 |
| CURVE TYPE | CIRCULAR CURVE |
| RADIUS | 1800 |
| LENGTH | 246.851 |
| SPRALL LENGTH | 30 |
| DESIGN SPEED | 100 |

IS = 125+055.544
SC = 125+085.544

STR. NO. 126/2
STA. 125+288.525
PIPE CULVERT
SPAN-24.12m
SKIN ANGLE-0°
WIDENING

ST = 125+362.395
CS = 125+332.395

STR. NO. 126/4
STA. 125+682.835
PIPE CULVERT
SPAN-24.12m
SKIN ANGLE-0°
WIDENING

STR. NO. 126/3
STA. 125+444.599
PIPE CULVERT
SPAN-24.12m
SKIN ANGLE-0°
WIDENING

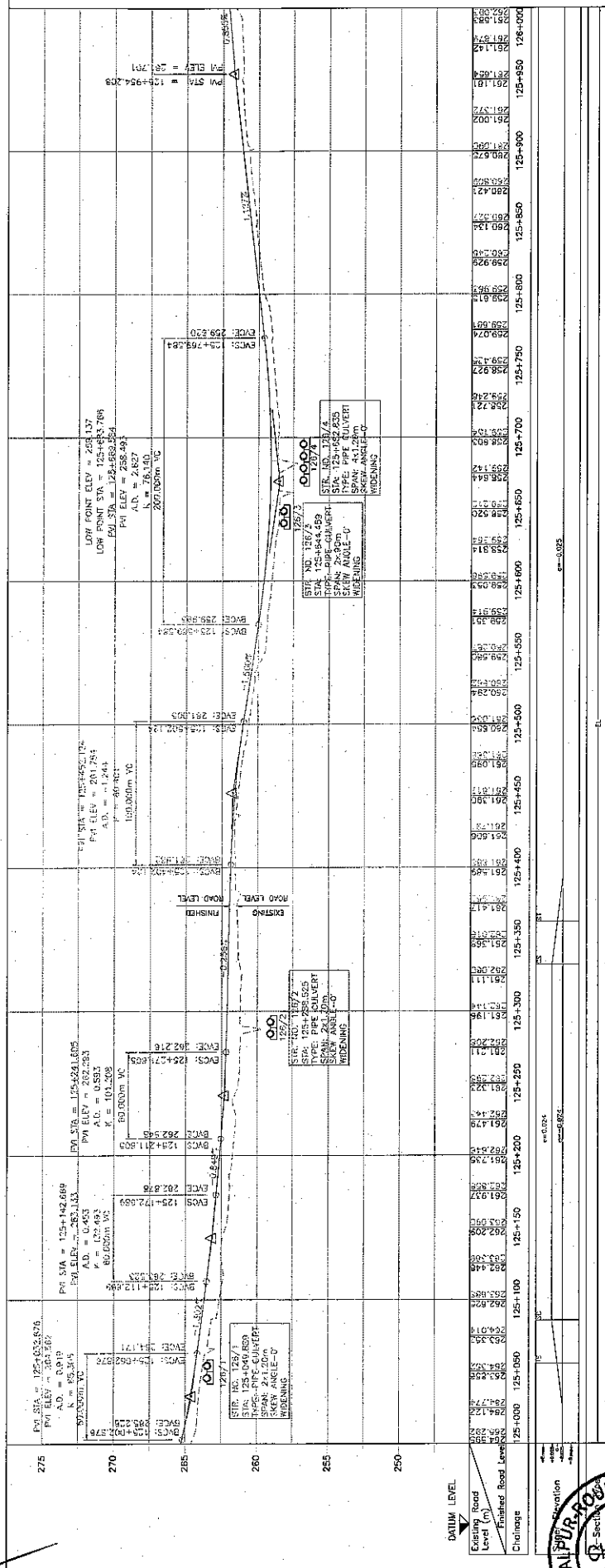
STR. NO. 126/1
STA. 125+244.599
PIPE CULVERT
SPAN-24.12m
SKIN ANGLE-0°
WIDENING

STR. NO. 126/5
STA. 125+844.599
PIPE CULVERT
SPAN-24.12m
SKIN ANGLE-0°
WIDENING

STR. NO. 126/6
STA. 125+944.599
PIPE CULVERT
SPAN-24.12m
SKIN ANGLE-0°
WIDENING

STR. NO. 126/7
STA. 125+1044.599
PIPE CULVERT
SPAN-24.12m
SKIN ANGLE-0°
WIDENING

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| | | | |
|--|------------|---|------------|
| <p>Client: GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | |
| <p>Consultant: PricewaterhouseCoopers Pvt. Ltd. Building 1, 7th & 8th floor, Tower B, BJT Cyber City, B-2, W-1, Indira Nagar, Bhubaneswar, Odisha, India. Pin-751004.</p> | | <p>Client: LEA Associates South Asia Pvt. Ltd. Building 1, 7th & 8th floor, Tower B, BJT Cyber City, B-2, W-1, Indira Nagar, Bhubaneswar, Odisha, India. Pin-751004.</p> | |
| <p>Drawing Title: PLAN AND PROFILE KM 125+000 TO KM 126+000 (SAMBALPUR - ROURKELA)</p> | | <p>Drawing Number: 73231/LAS/HHIGHWAYS/PPP - 122</p> | |
| Date | April 2010 | Drawn By | Toshilaved |
| Designed By | Subir Roy | Checked By | S. Roushit |
| Approved By | Arindam | By | |
| REVISION | | DESCRIPTION | |



SAMBALPUR

ROURKELA

| | |
|--------------|--------------|
| HP. NO. | 252 |
| CURVE NO. | 252 |
| DELTA | 14-43-46 |
| PI | N 245982.214 |
| E | 234343.932 |
| RADIUS | 1000 |
| LENGTH | 207.075 |
| SPRAL LENGTH | 100 |
| DESIGN SPEED | 100 |

| | |
|--------------|--------------|
| HP. NO. | 253 |
| CURVE NO. | 253 |
| DELTA | 1-03-17 |
| PI | N 245940.540 |
| E | 234583.383 |
| RADIUS | 2000 |
| LENGTH | 36.813 |
| SPRAL LENGTH | 100 |
| DESIGN SPEED | 100 |

| | |
|--------------|--------------|
| HP. NO. | 254 |
| CURVE NO. | 254 |
| DELTA | 1-04-42 |
| PI | N 245999.526 |
| E | 234648.388 |
| RADIUS | 2000 |
| LENGTH | 37.540 |
| SPRAL LENGTH | 100 |
| DESIGN SPEED | 100 |

| | |
|--------------|--------|
| STR. NO. | 127/1 |
| PIPE DIA. | 150mm |
| SPAN | 14.20m |
| SKIN | 1.5mm |
| SPRAL LENGTH | 100 |

| | |
|--------------|--------|
| STR. NO. | 127/1 |
| PIPE DIA. | 150mm |
| SPAN | 14.20m |
| SKIN | 1.5mm |
| SPRAL LENGTH | 100 |

| | |
|--------------|--------|
| STR. NO. | 127/1 |
| PIPE DIA. | 150mm |
| SPAN | 14.20m |
| SKIN | 1.5mm |
| SPRAL LENGTH | 100 |

| | |
|--------------|--------|
| STR. NO. | 127/1 |
| PIPE DIA. | 150mm |
| SPAN | 14.20m |
| SKIN | 1.5mm |
| SPRAL LENGTH | 100 |

Chief Engineer
DPI & Roads
Orissa, Bhubaneswar

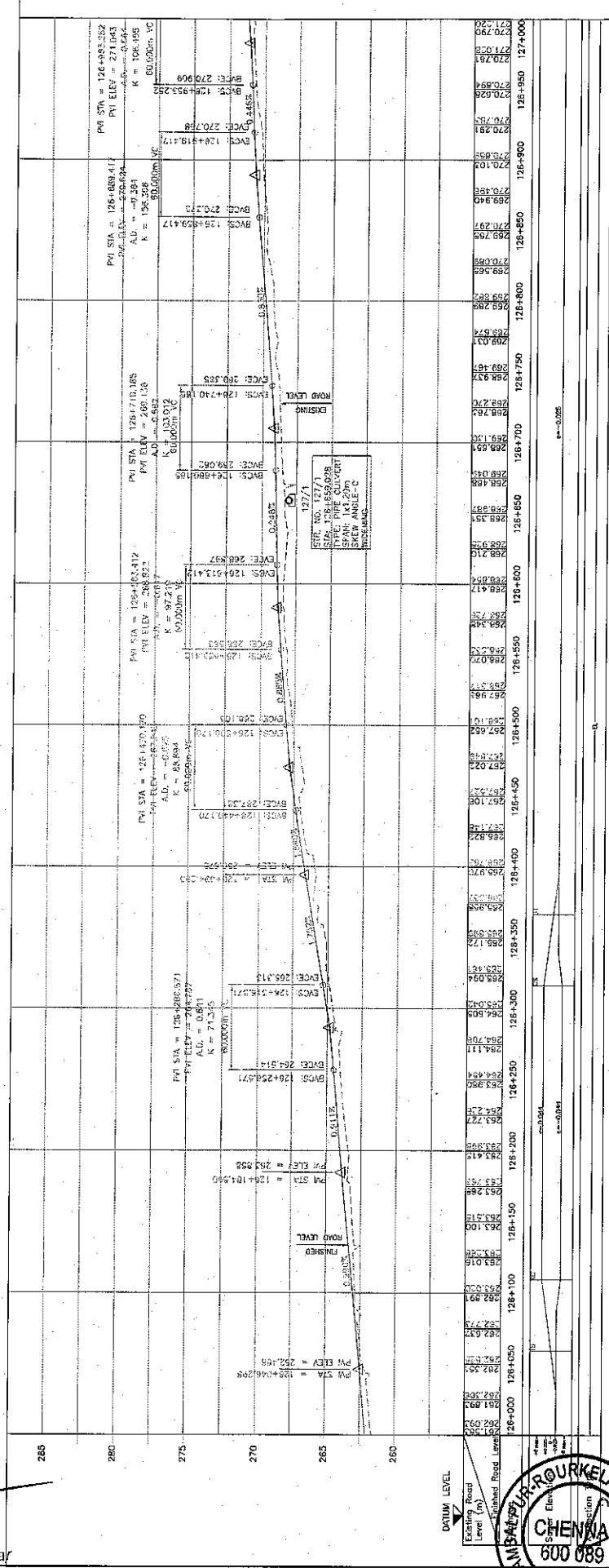
PC = 126+484.277
PT = 126+501.090

| | |
|--------------|--------------|
| HP. NO. | 254 |
| CURVE NO. | 254 |
| DELTA | 1-04-42 |
| PI | N 245999.526 |
| E | 234648.388 |
| RADIUS | 2000 |
| LENGTH | 37.540 |
| SPRAL LENGTH | 100 |
| DESIGN SPEED | 100 |

| | |
|--------------|--------|
| STR. NO. | 127/1 |
| PIPE DIA. | 150mm |
| SPAN | 14.20m |
| SKIN | 1.5mm |
| SPRAL LENGTH | 100 |

| | |
|--------------|--------|
| STR. NO. | 127/1 |
| PIPE DIA. | 150mm |
| SPAN | 14.20m |
| SKIN | 1.5mm |
| SPRAL LENGTH | 100 |

| | |
|--------------|--------|
| STR. NO. | 127/1 |
| PIPE DIA. | 150mm |
| SPAN | 14.20m |
| SKIN | 1.5mm |
| SPRAL LENGTH | 100 |



PLAN AND PROFILE
KM 126+000 TO KM 127+000
(SAMBALPUR - ROURKELA)

Drawing Number: 73231(SA)HIGHWAY(S)PPPP - 123

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Date: April 2010

Drawn By: Tabish Javed

Designed By: Subir Roy

Checked By: Subir Roy

Approved By: Anandash

Scale: 1:1000

Horizontal Scale: 1cm = 100m

Vertical Scale: 1cm = 10m

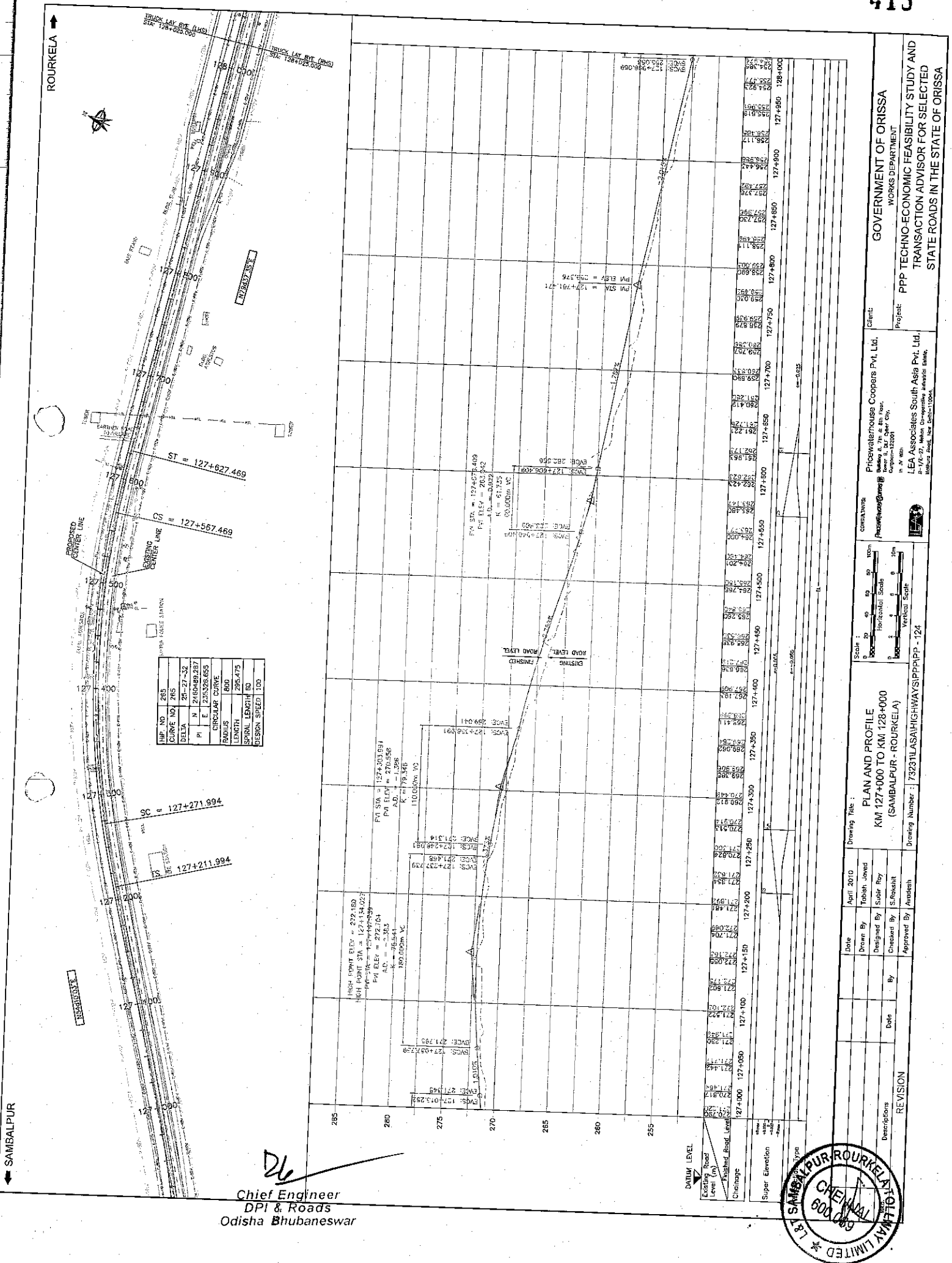
REVISION

| No. | Description | Date |
|-----|-------------------|------------|
| 1 | As per discussion | 04/04/2010 |

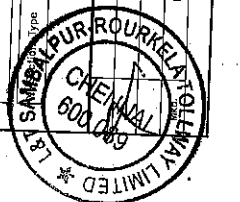
Stamp: L&T SAMBALPUR ROURKELA TO ROURKELA

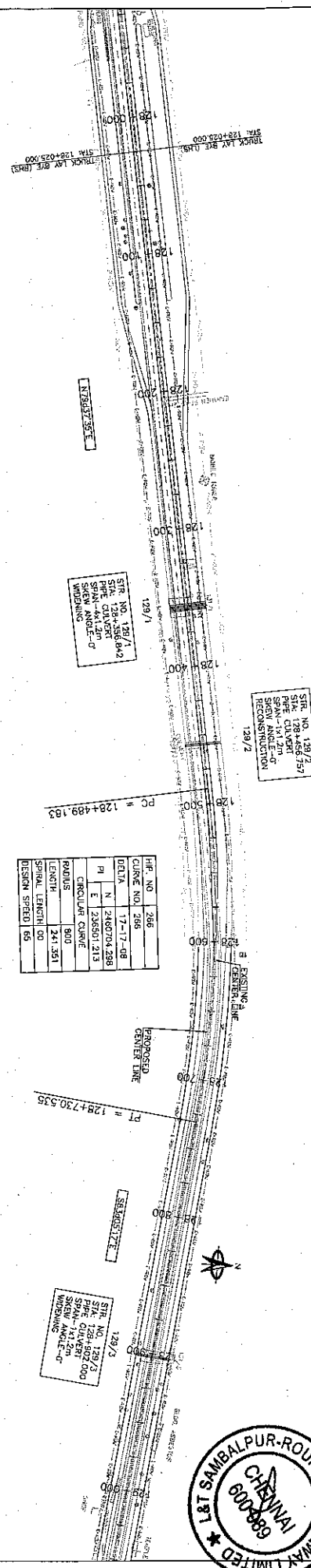
Stamp: CHEMICAL

Stamp: 600 089

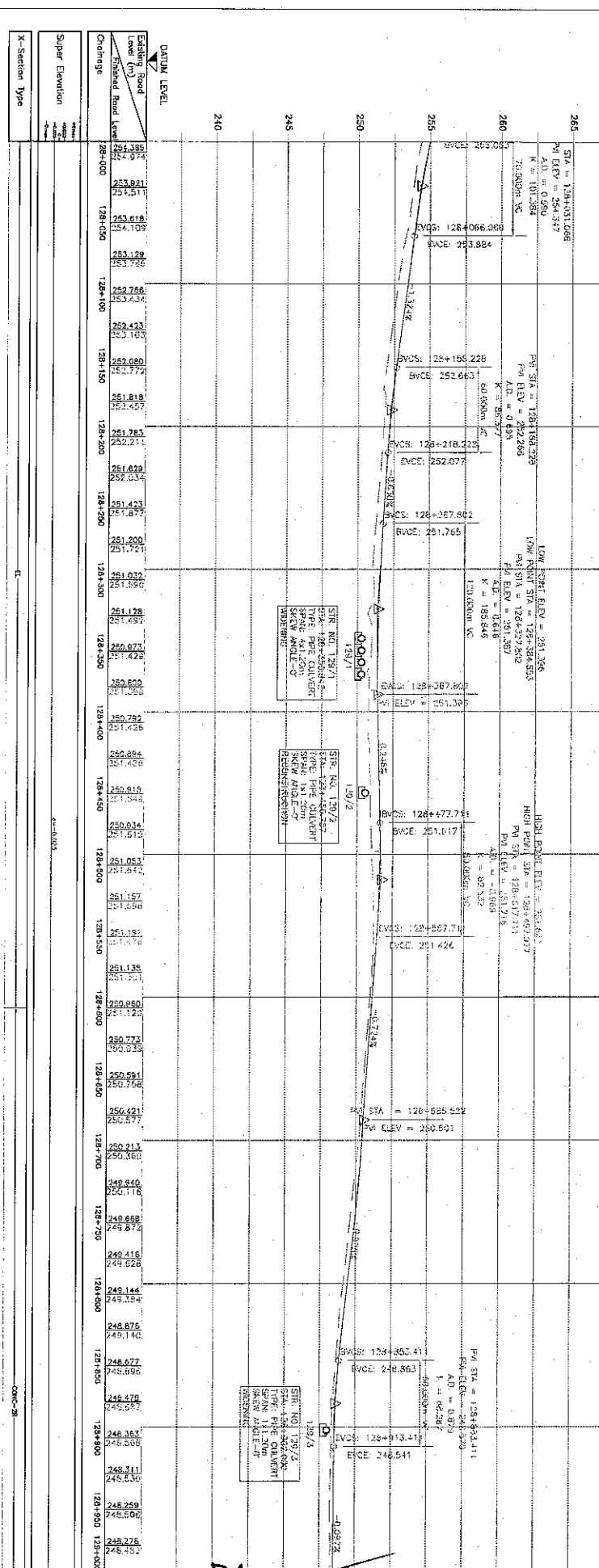
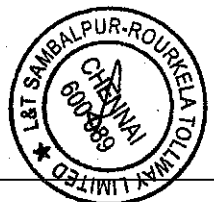


Chief Engineer
 DPI & Roads
 Odisha Bhubaneswar



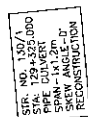


| PIR. NO. | 286 |
|---------------|------------|
| CURVE NO. | 286 |
| DELTA | 17-17-48 |
| PI | N |
| E | 246074.288 |
| RADIUS | 246501.213 |
| LENGTH | 800 |
| SPIRAL LENGTH | 241.351 |
| DESIGN SPEED | 65 |



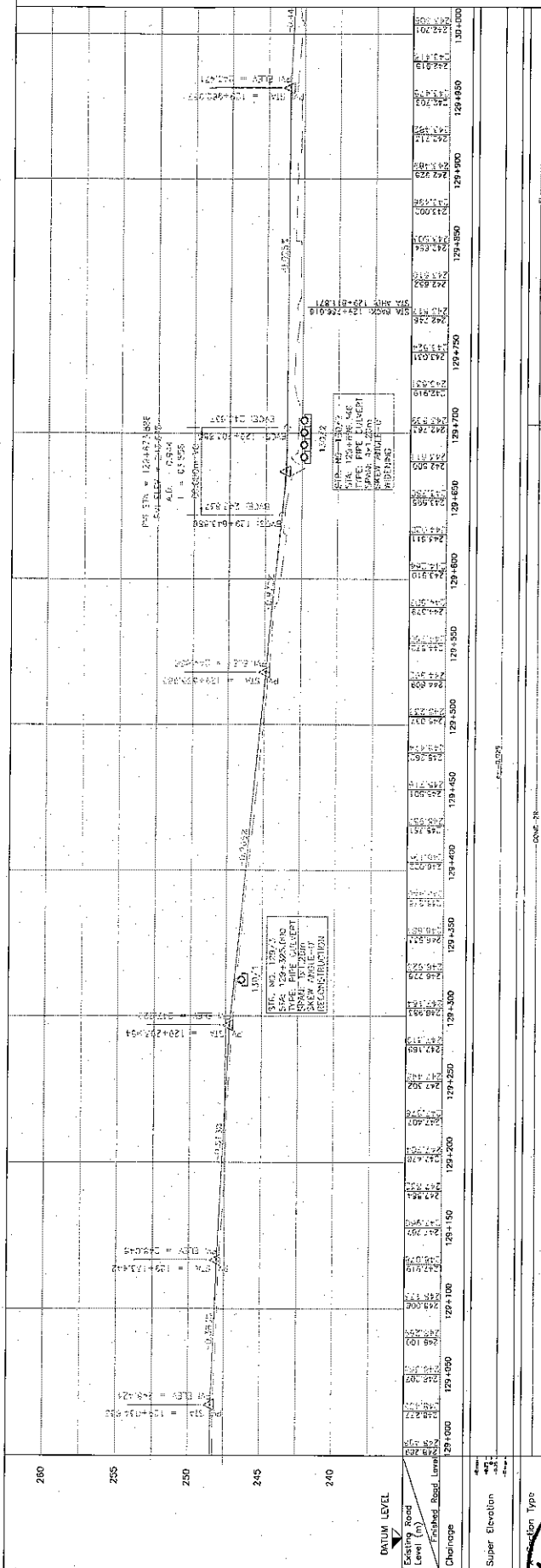
Chief Engineer
DPI & Roads
Odisha Bhubaneswar

| | | | |
|---|---------------------------|---|--------------------------|
| Drawing Title : PLAN AND PROFILE KM 128+000 TO KM 129+000 (SAMBALPUR-ROURKELA) | | Drawing Number : 732311/ASA/HH/AYSP/PPP-125 | |
| Date : December 2017 | Drawn By : Ratan Karna | Checked By : S. K. Mohanty | Approved By : M. Mohanty |
| Scale : 1:1000 | Horizontal Scale : 1:1000 | Vertical Scale : 1:100 | |
| CONSULTANTS : PricewaterhouseCoopers Pvt. Ltd. | | Client : GOVERNMENT OF ORISSA WORKS DEPARTMENT | |
| Project : PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | | |



| | |
|----------------|---------------|
| SHIP NO | 267 |
| CURVE NO. | 267 |
| DELTA | 14-13-05 |
| PI | N 2480607.330 |
| | E 237301.114 |
| CIRCULAR CURVE | |
| RADIUS | 1500 |
| LENGTH | 372.228 |
| SPIRAL LENGTH | 00 |
| DESIGN SPEED | 80 |

Chief Engineer
DPI & Roads
disha Bhubaneswar



GOVERNMENT OF ORISSA

WORKS DEPARTMENT

TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

CONSULTANTS:
Pricewaterhouse Coopers Pvt. Ltd.

Floor, ly.

LEA Associates South Asia Pvt. Ltd.
1/E-27, Mohan Co-operative Industrial Estate,
Munimatta, New Delhi-110058

Scale : 0 20 40 60 80 100m

Horizontal Scale

Vertical Scale

0 2 4 6 8 10m

9 Title :

PLAN AND PROFILE

RM 129+000 TO RM 130+000
(SAMBALPUR - ROURKELA)
Number : 73231(LASAI HIGHWAY)

| | |
|------|------------|
| date | March 2011 |
|------|------------|

| | |
|----------|---------------|
| Drawn By | Rishabh Arora |
|----------|---------------|

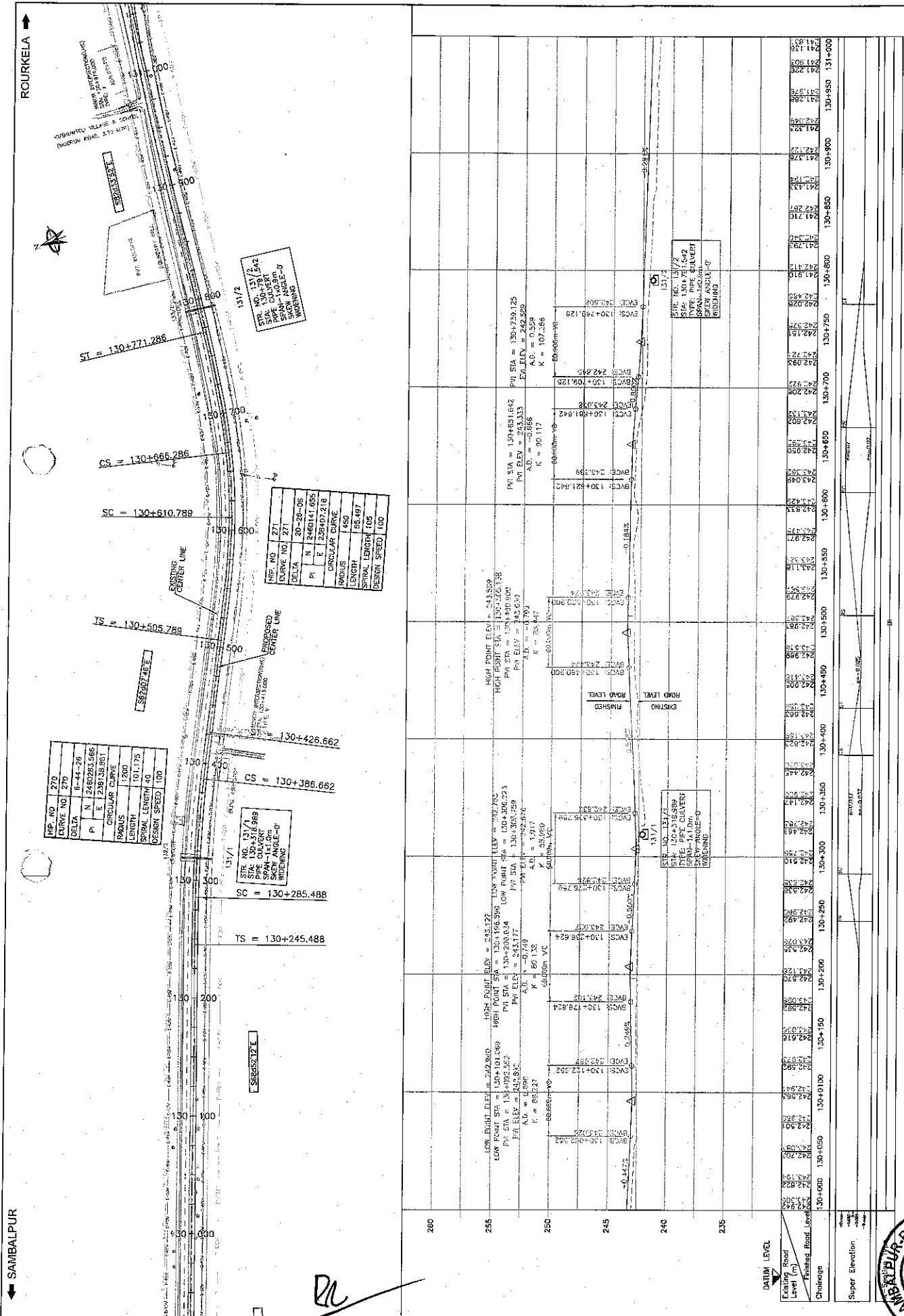
| | |
|-------------|-----------|
| Designed By | Subir Roy |
| Checked By | S.Rokshit |
| Approved By | Avadesh |

| | |
|--------|----|
| VISION | |
| Date | By |

MB
009

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| Descript | PUR-ROU |
|----------|---------|
| | |



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

PPR TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: Building of 7th & 8th Phase, Design-12203

LEA Associates South Asia Pvt. Ltd.
8-1/2-27, Main Co-operative Industrial Estate,
Mahanadi Road, New Delhi-110044.

Scale: 1:1000
Horizontal Scale
Vertical Scale

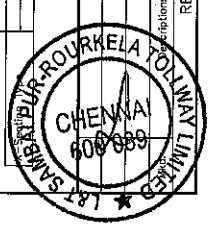
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Horizontal Scale
Vertical Scale

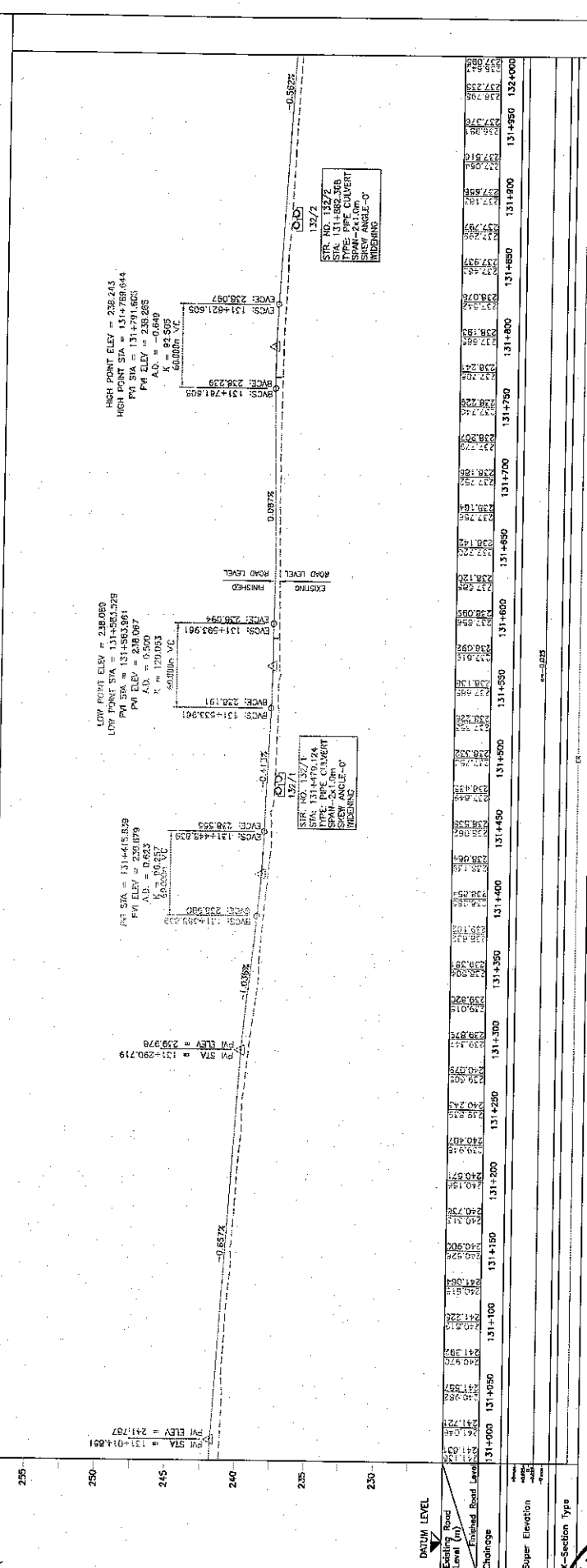
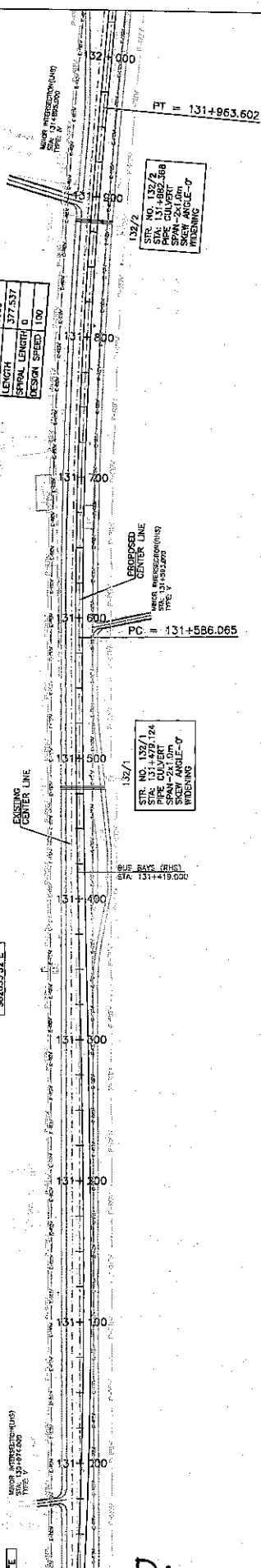
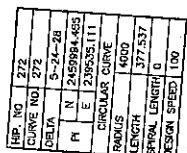
Drawing Title: PLAN AND PROFILE
KM 130+000 TO KM 131+000
(SAMBALPUR - ROURKELA)

Drawing Number: 73231ULSAHIGHWAYSPPRPP - 127

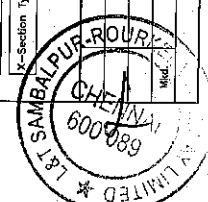
Date: April 2010
Drawn By: Tishah Javed
Designed By: Subir Roy
Checked By: S. Rajan
Approved By: Anandh

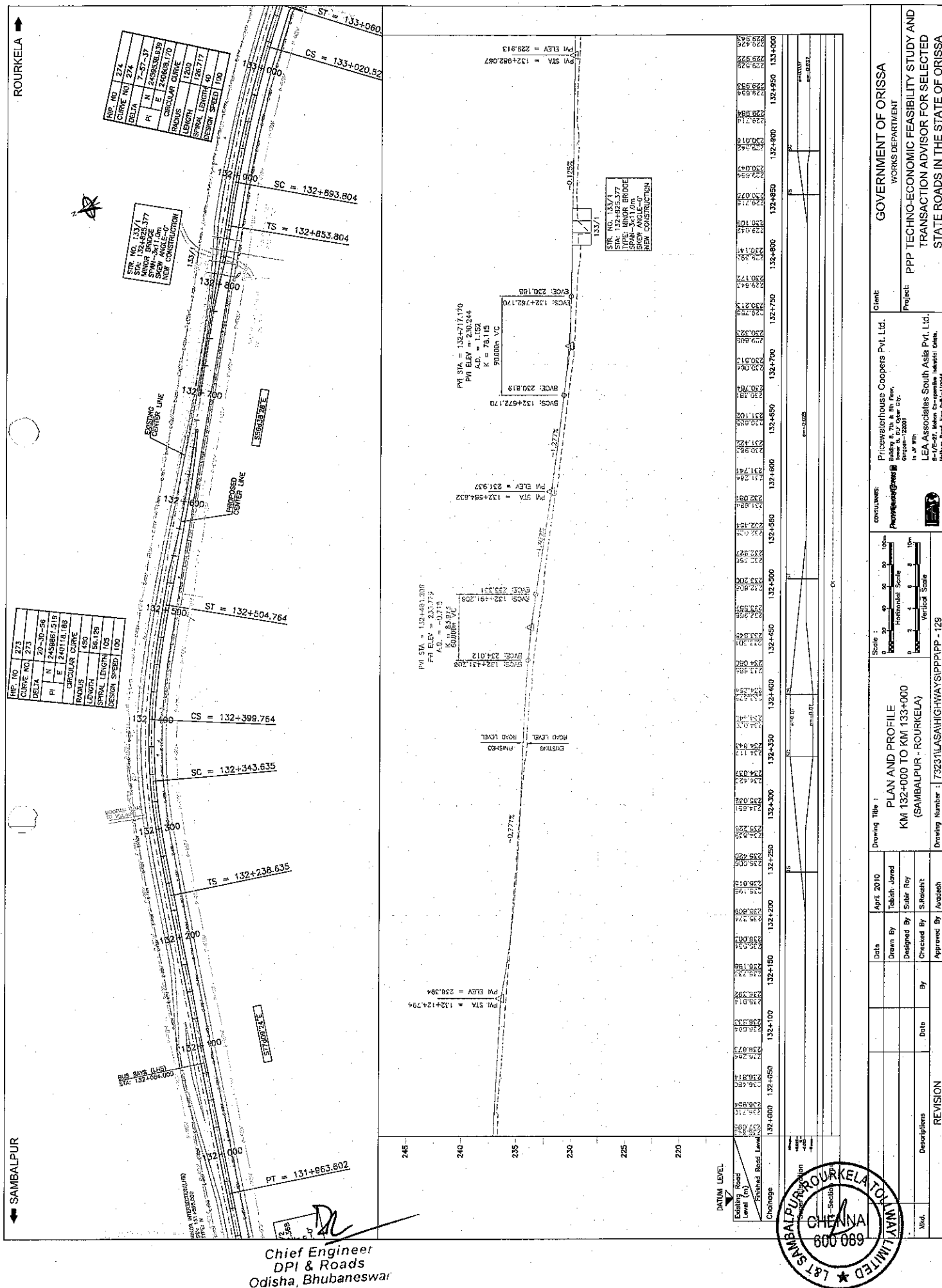
REVISION

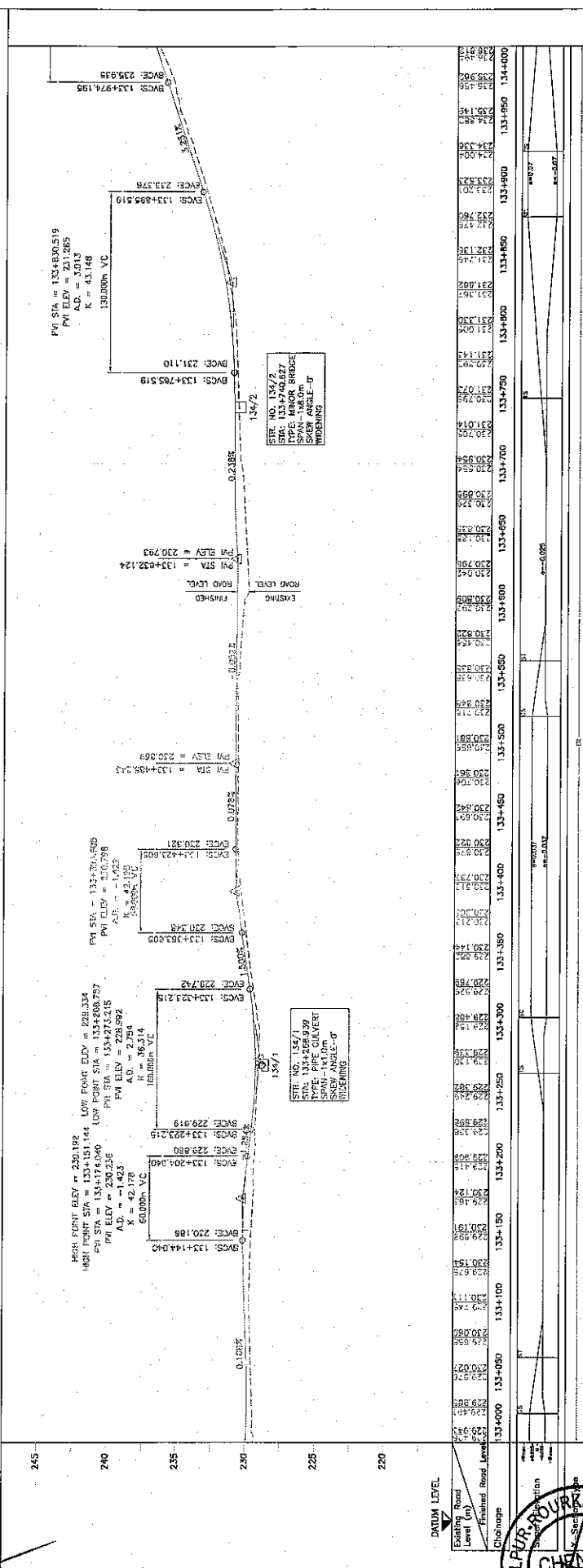
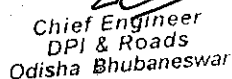







ROURKELA [illegible]

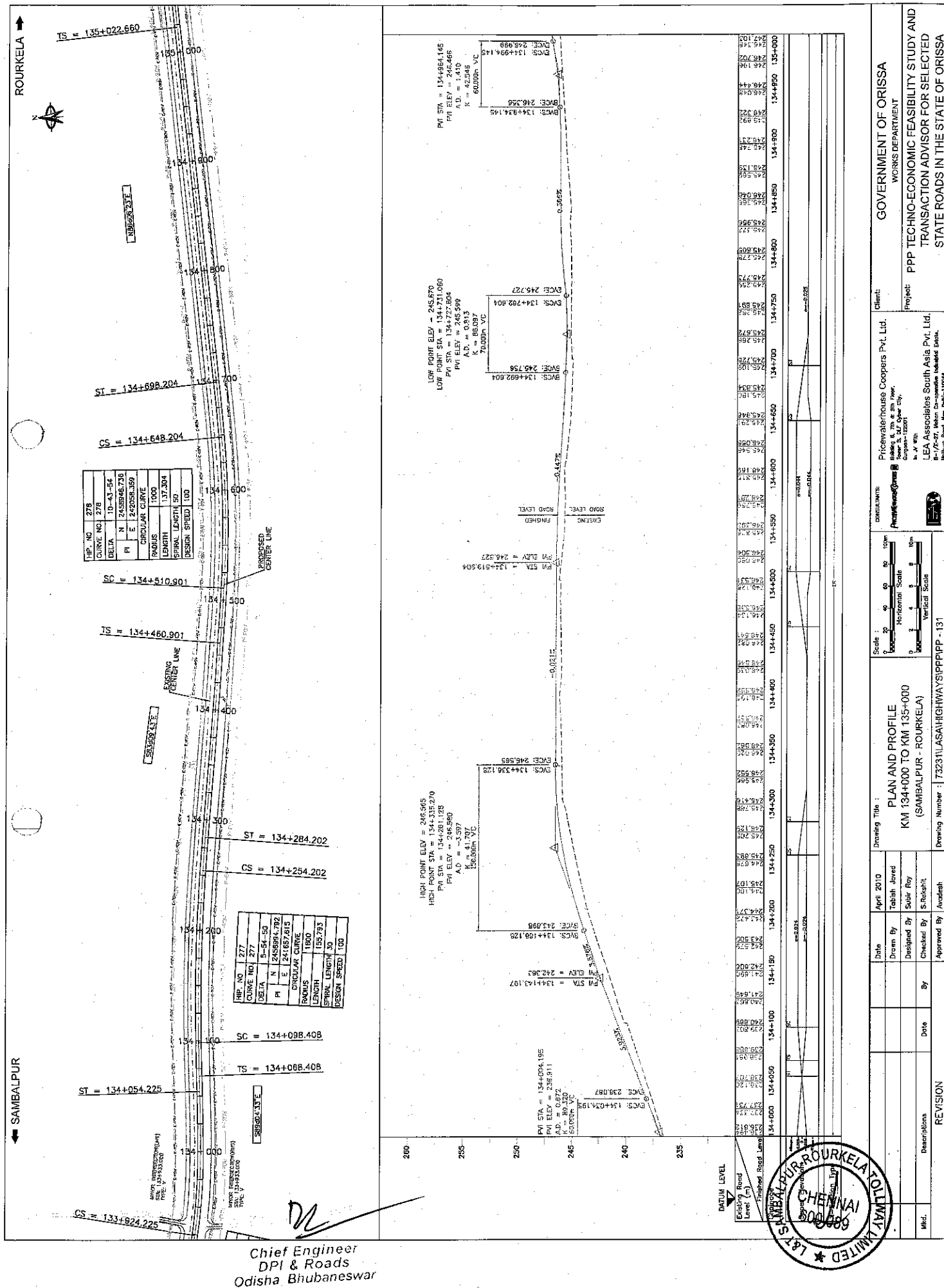
Chief Engineer
DPI & Roads
Odisha Bhubaneswar

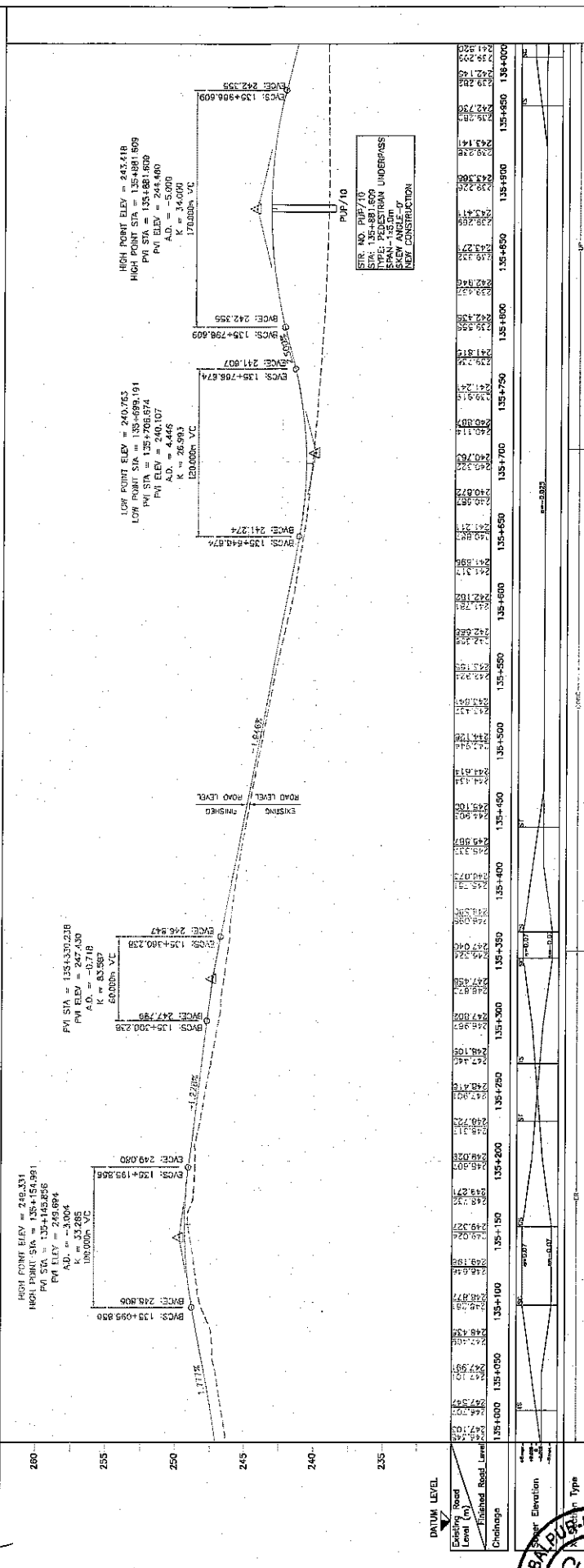
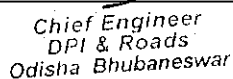






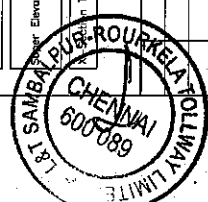


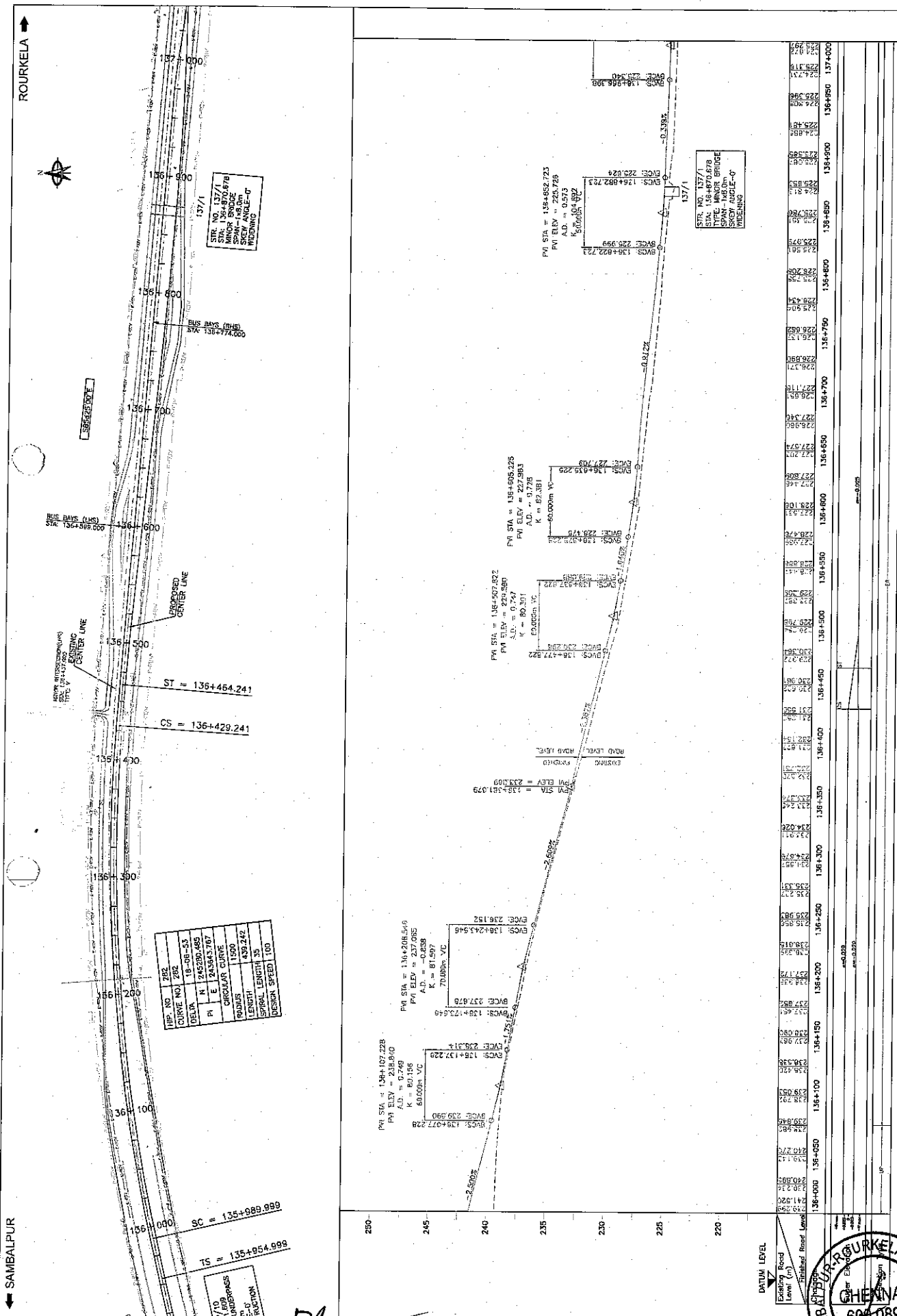
| | | | | |
|--|---|---|---|--|
| <div style="text-align: center;">  GOVERNMENT OF ORISSA WORKS DEPARTMENT </div> | Client: Priceless/house Coopers Pvt. Ltd. Builders, 6, 7th & 8th Floor, 10th Floor, Tower 1, 201, New City, Gurgaon-122001 | | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | |
| | Scale :   Horizontal Scale Vertical Scale | | CONSULTANTS  Priceless/house Coopers Pvt. Ltd. In A With  LEA Associates South Asia Pvt. Ltd. B-17/237, Main, Chhatrapati Shivaji Maharaj International Station, | |
| Drawing Title : PLAN AND PROFILE KM 133+000 TO KM 134+000 (SAMBALPUR - ROURKELA) | | | | |
| Date | April 2010 | Drawing Number : 732311/ASA/HIGHWAYS/PPP-130 | | |
| Drawn By | Tobish Jowet | Approved By | | |
| Checked By | Subir Roy | Approved By | | |
| By | S.Rokith | Approved By | | |
| Date | | Approved By | | |
| Descriptions | | Approved By | | |
| Mtd. | | Approved By | | |
| REVISION | | | | |



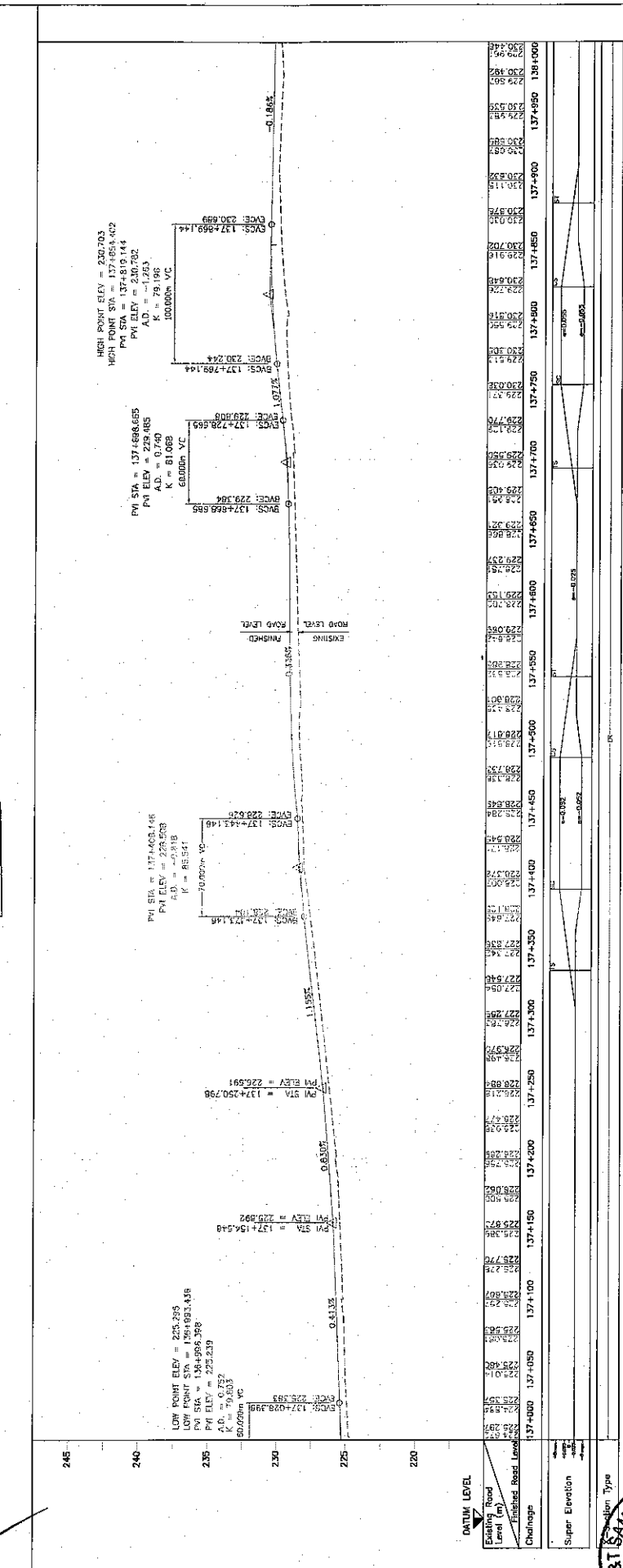
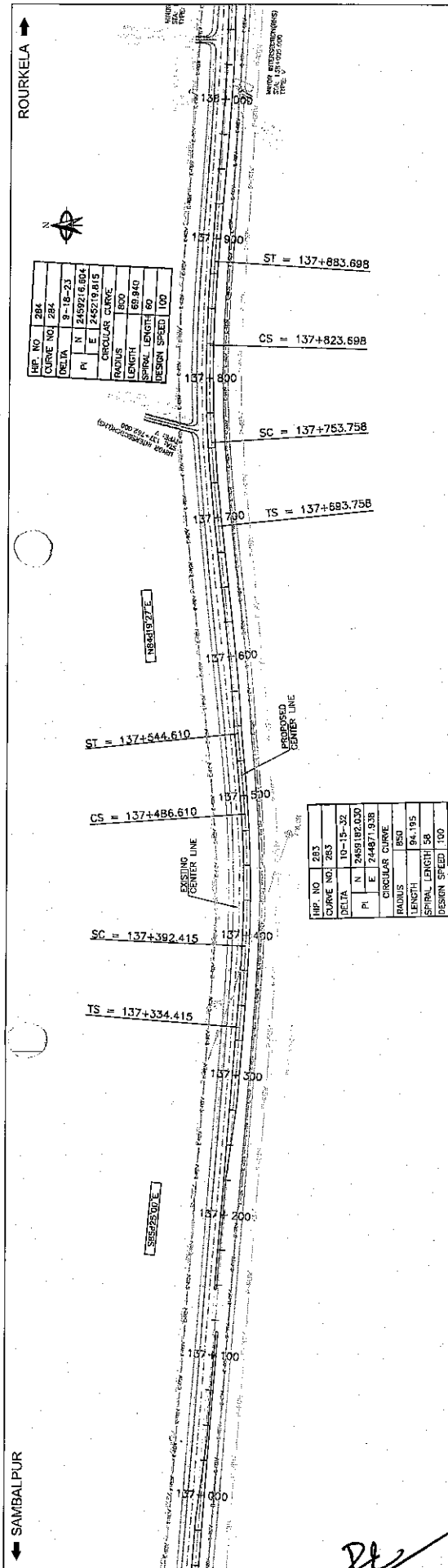


| | | | | | | | | | | |
|---------|------|-------------|----|------|----------------------------|--|---|---|--|---|
| REVISED | M/s. | Description | By | Date | Approved By Approved By | Drawing Number : 732311LASAHIGHWAYSPPRIP - 132 | Scale : Horizontal Scale Vertical Scale | Drawing Title : PLAN AND PROFILE KM 135+000 TO KM 136+000 (SAMBALPUR - ROURKELA) | CORRELATIVE:  PricewaterhouseCoopers Pvt. Ltd. Building 8, 7th & 8th Floor, Tower B, I.T. Cyber City, Gurgaon-122001 In With | Client: GOVERNMENT OF ORISSA WORKS DEPARTMENT Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA  LEA Associates South Asia Pvt. Ltd. B-10/27, Meera Cooperative Industrial Estate, Gurgaon-122001 |
| | | | | | | | | | | |



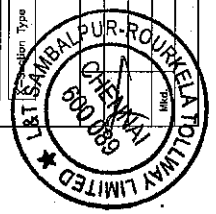


Chief Engineer
DPI & Roads
Odisha Bhubaneswar



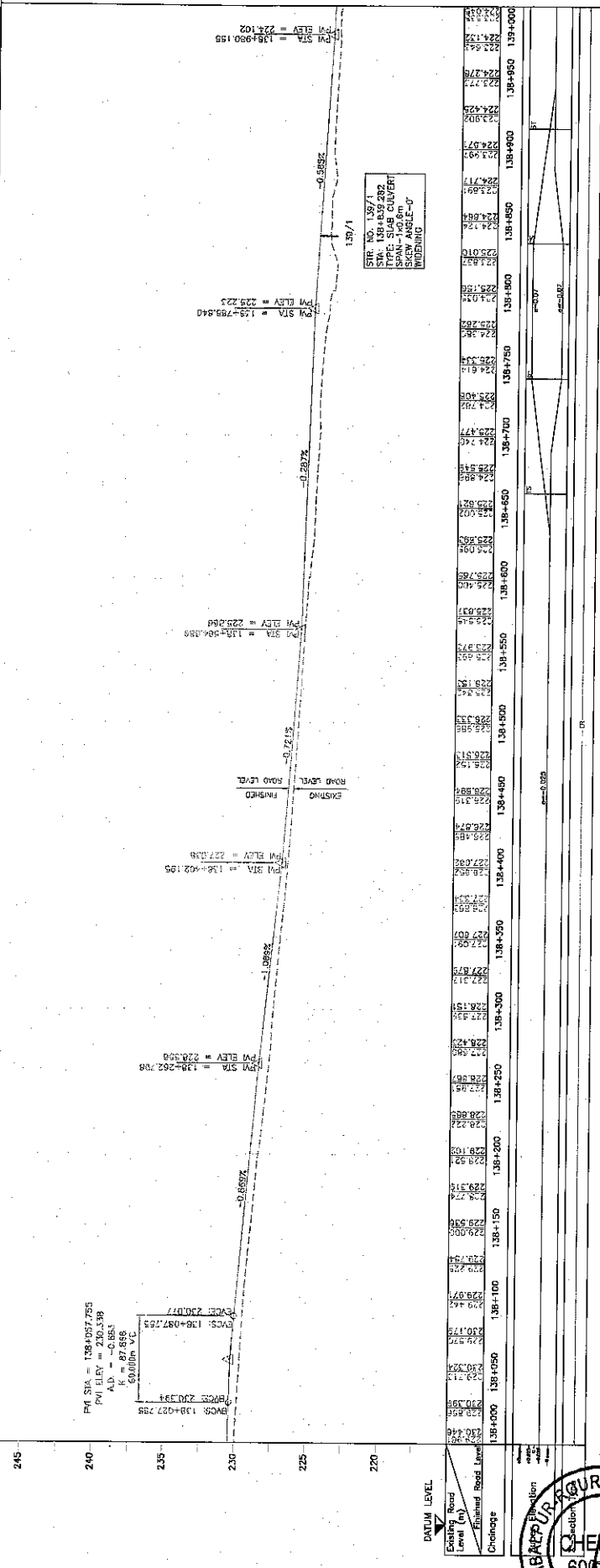
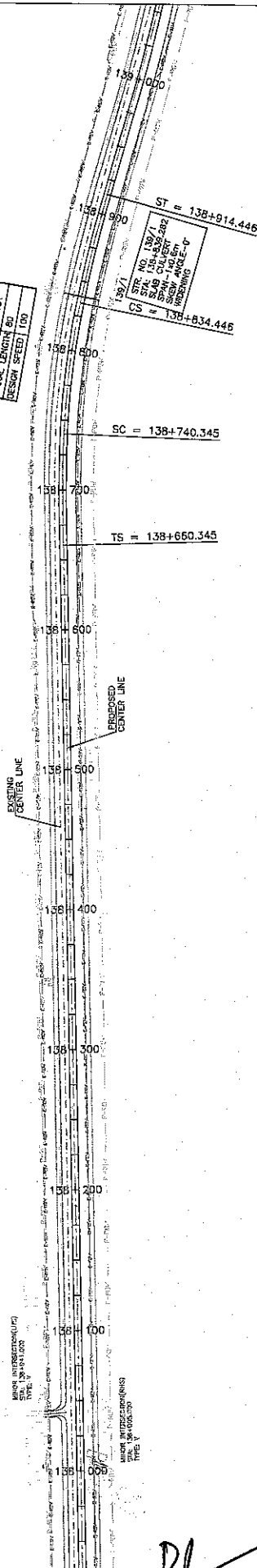
| | | | |
|---|---------------------|------------------------|---|
| <p>PLAN AND PROFILE KM 137+000 TO KM 138+000 (SAMBALPUR - ROURKELA)</p> | | <p>Drawing Title :</p> | <p>Drawing Number : 73231/LASA/HIGHWAYS/PP/PP - 134</p> |
| <p>Date</p> | <p>Drawn By</p> | <p>Checked By</p> | <p>Approved By</p> |
| <p>19/04/2019</p> | <p>Talash Javed</p> | <p>Sulay Ray</p> | <p>S. Roshit</p> |
| <p>By</p> | <p>Date</p> | <p>By</p> | <p>Date</p> |
| <p>REVISION</p> | <p>Descriptions</p> | <p>By</p> | <p>Date</p> |
| <p>CONSULTANT: Pricewaterhouse Coopers Pvt. Ltd. Engineering & Surveying Division 10th Floor, 10th Cross, 10th Main, 10th Stage, 10th Block, 10th Phase, 10th Sector, 10th Zone, 10th District, 10th State, 10th Country.</p> | | | |
| <p>Client: GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | | |
| <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | | | |

Chief Engineer
DPI & Roads
Odisha Bhubaneswar




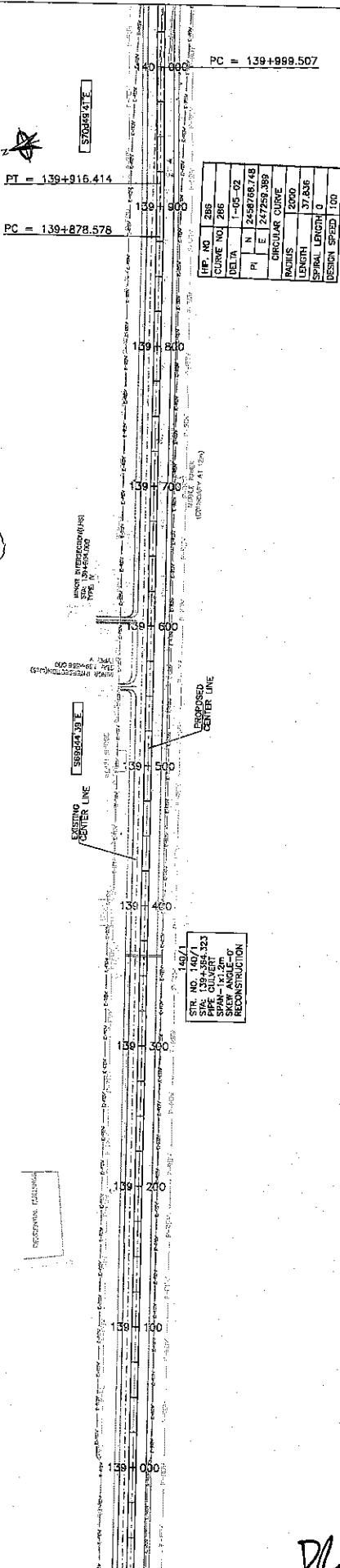


| | |
|----------------|---------------|
| HIP. NO | 285 |
| CURVE NO | 285 |
| DELTA | 16-37-31 |
| P1 | N 2459153.314 |
| E | 246217.308 |
| CIRCULAR CURVE | |
| RADIUS | 500 |
| LENGTH | 94.101 |
| SPIRAL LENGTH | 80 |
| DESIGN SPEED | 100 |

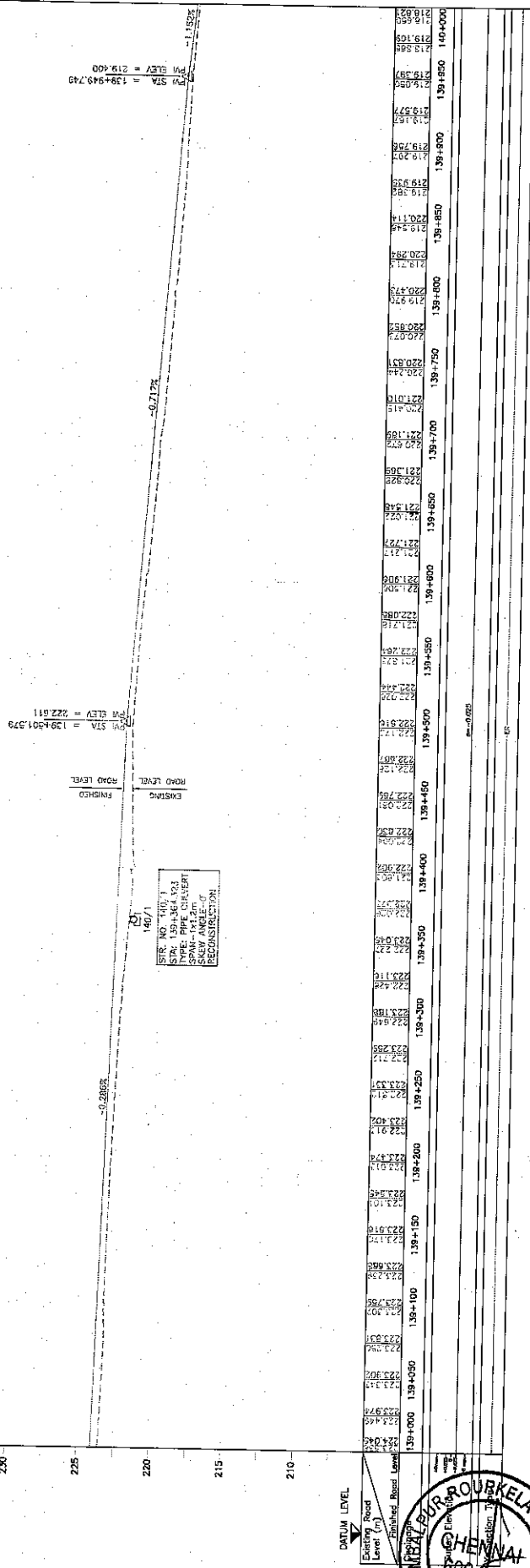


Chief Engineer
DPI & Roads
Odisha Bhubaneswar

| | | | | | | | | | | | | | | | | |
|---|----------------------------|--|---------------------------|--|-------|--|---|--|--|--|--|--|--|--|--|--|
|  | Date: April 2010 | | Drawn By: Tishith Javed | | Date: | | Drawing Title: PLAN AND PROFILE KM 138+000 TO KM 139+000 (SAMBALPUR - ROURKELA) | | Scale: 1"=100' | | CONCLUDES: | | Client: Pricewaterhouse Coopers Pvt. Ltd. Building 2, 7th & 8th Floor, Connaught Place, Connaught Place, New Delhi - 110028 | | Government of Orissa WORKS DEPARTMENT | |
| | Checked By: S. K. Sankhita | | Designed By: Sohrir Javed | | Date: | | Approved By: Avadesh | | Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | Project: LEA Associates South Asia Pvt. Ltd. 8-A/102, Mohan Co-operative Residential Estate, Vasant Vihar, New Delhi - 110045. | | Project: | | Project: | |

ROURKELA 

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| | | | | | | |
|------|--------------|------|----|-------------|--------------|--|
| Mid. | Descriptions | Date | By | Checked By | S. Reights | Drawing Title : PL KM 13S (SAM) |
| | | | | | | |
| | | | | | | April 2010 |
| | | | | Drawn By | Tahish Javed | |
| | | | | Designed By | Sudir Roy | |

Drawing Title :
PLAN AND PROFILE
KM 139+000 TO KM 140+000
(SAMBALPUR - ROURKELA)

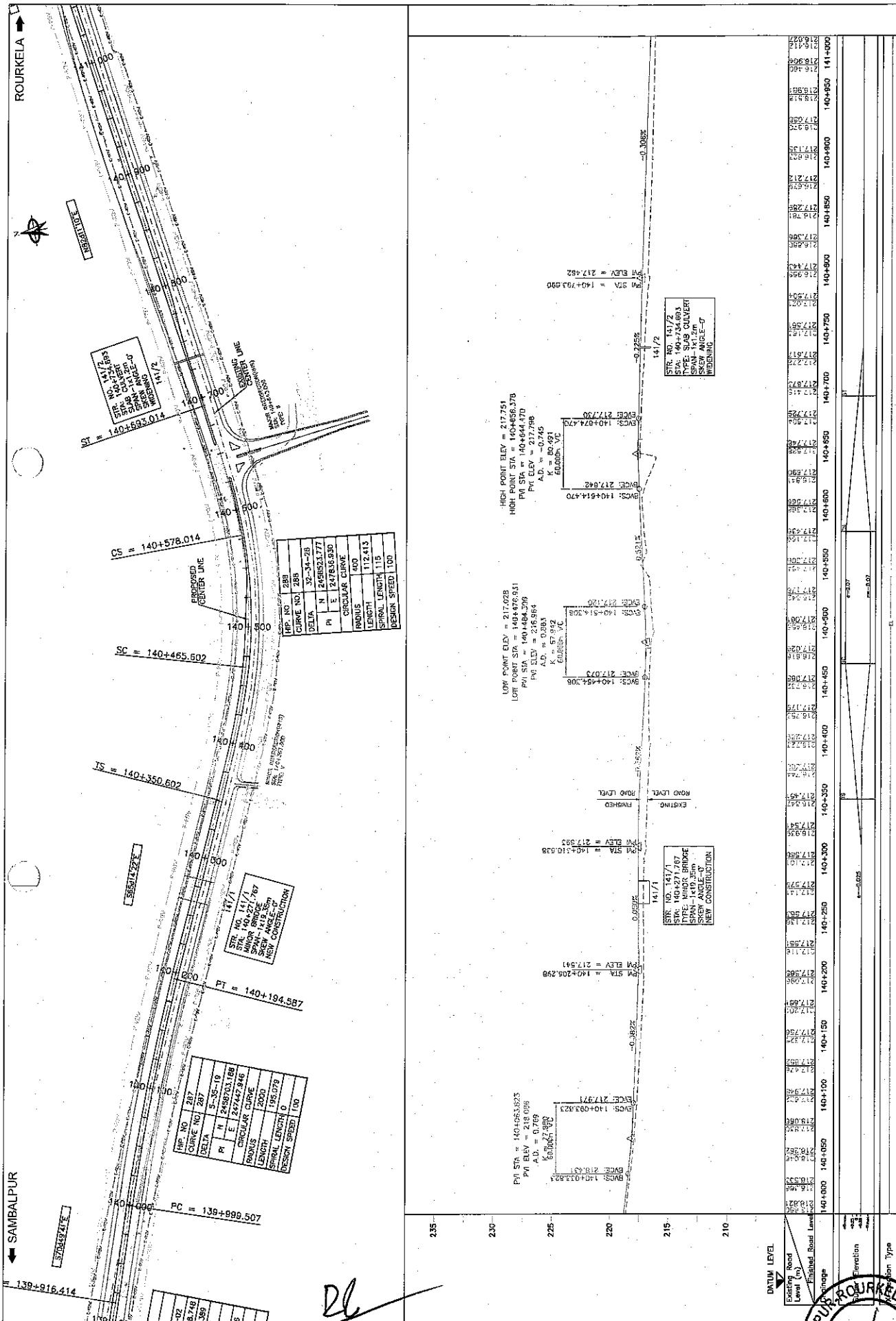
Scale :
Horizontal Scale
Vertical Scale

Pricewaterhouse Coopers Pvt. Ltd.
Building 8, 7th & 8th Floor,
Tower B, AIF Cyber City,
Gurgaon-122001
in N* with

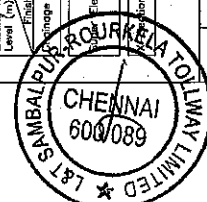
LEA Associates South Asia Pvt. Ltd.
8-1/2-37, Khiron Co-operative Industrial Estate,
Medhurn Road, New Delhi-110044.

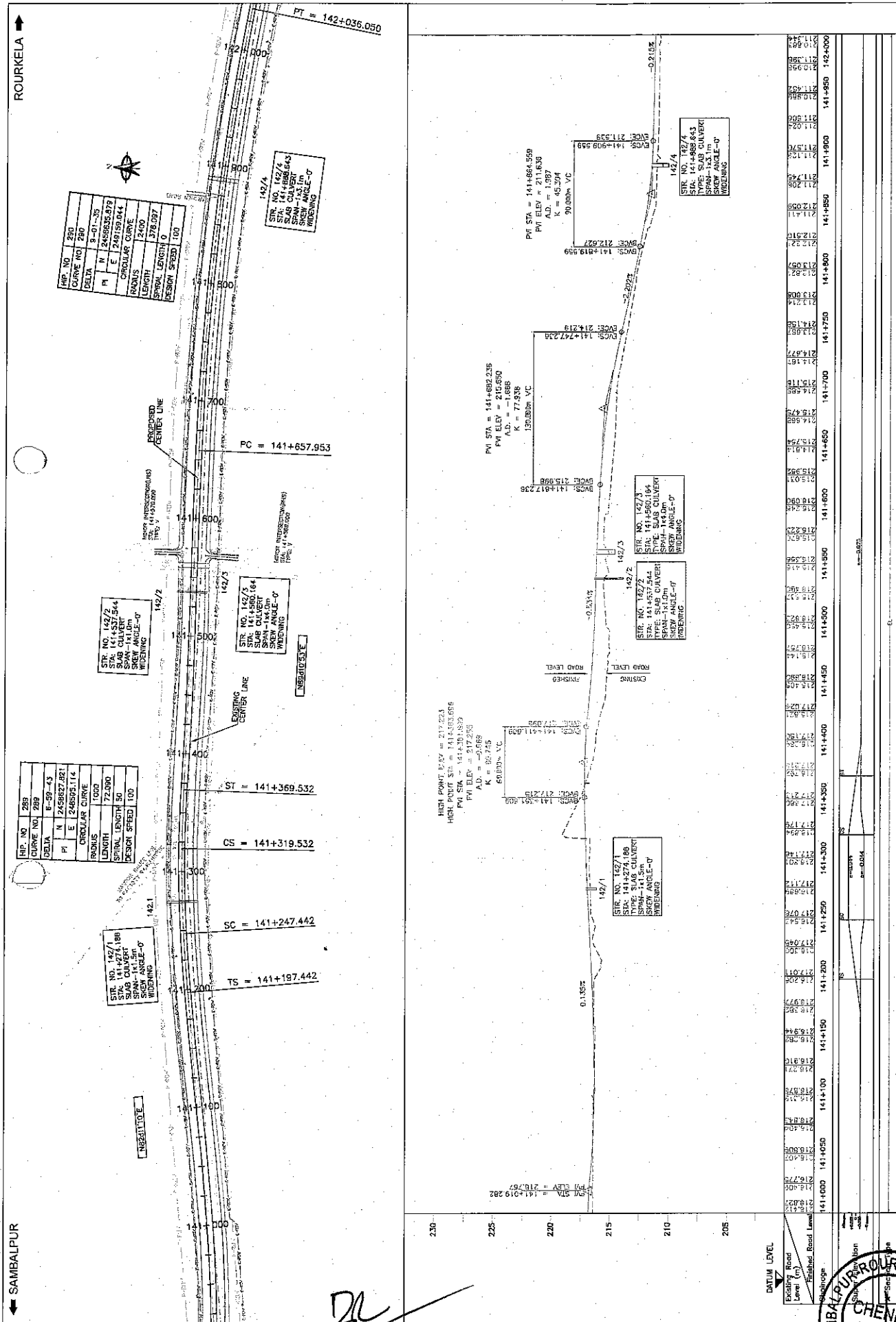
Client: GOVERNMENT OF ORISSA
Project: WORKS DEPARTMENT
PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA





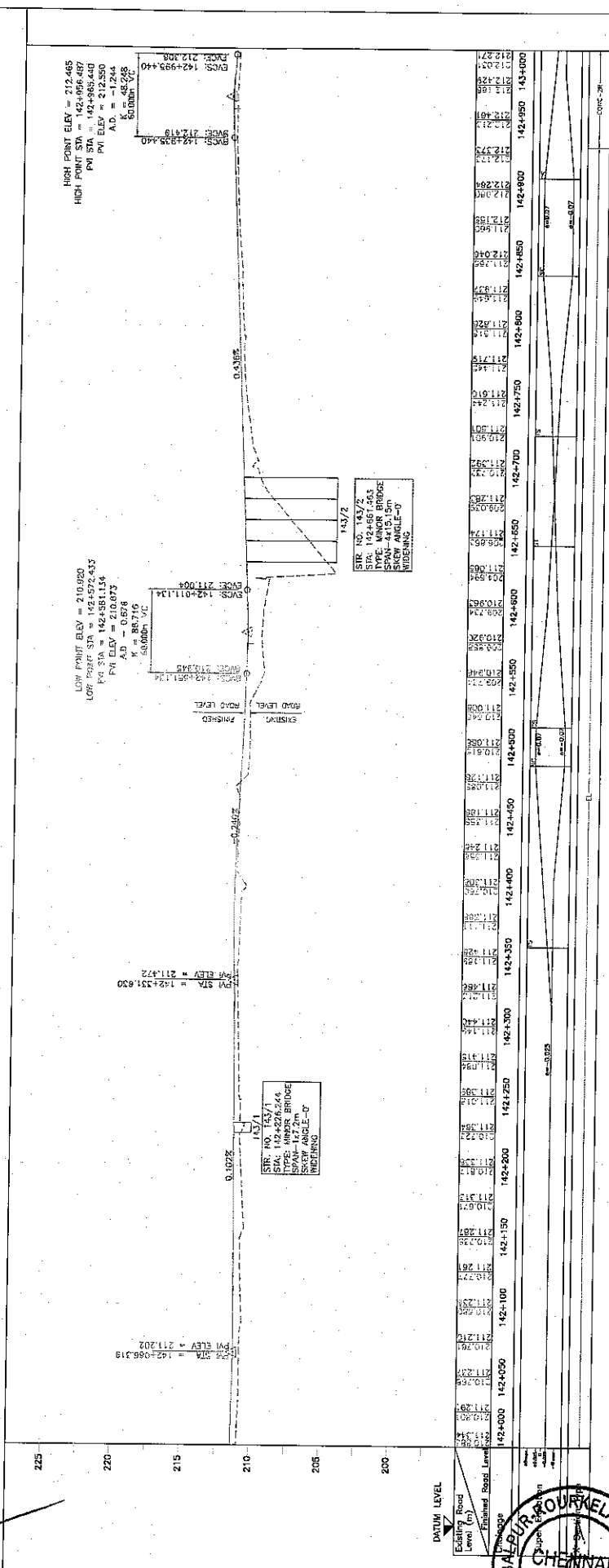
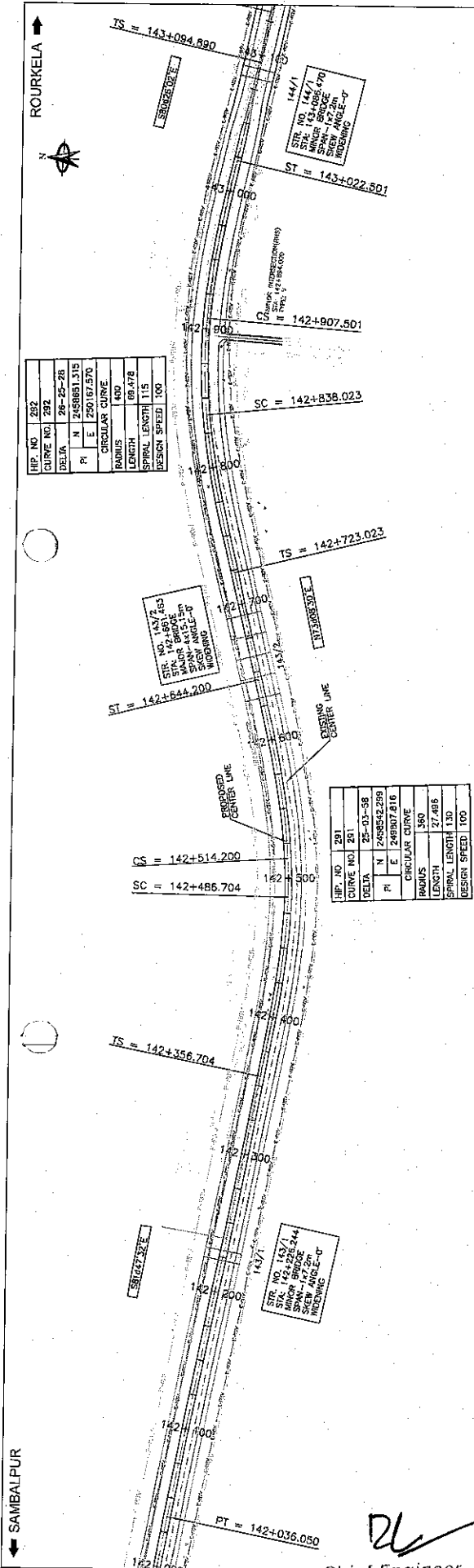
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

[illegible]



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

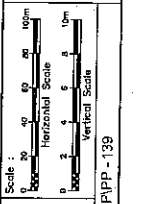
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|---|------------|---|---------------|
| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | | |
| <p>Client: Pricewaterhouse Coopers Pvt. Ltd.</p> | | <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | |
| <p>Consultant: Pricewaterhouse Coopers Pvt. Ltd.</p> | | <p>Client: Pricewaterhouse Coopers Pvt. Ltd.</p> | |
| <p>Scale: 1:1000</p> | | <p>Scale: 1:1000</p> | |
| <p>Horizontal Scale</p> | | <p>Vertical Scale</p> | |
| <p>PLAN AND PROFILE KM 141+000 TO KM 142+000 (SAMBALPUR - ROURKELA)</p> | | | |
| <p>Drawing Title: PLAN AND PROFILE</p> | | <p>Drawing Number: 73231LASAHIGHWAYSIPPPP - 138</p> | |
| Date | April 2010 | Drawn By | Tobish Javed |
| By | | Checked By | S. Raut |
| Date | | Approved By | A. K. S. Raut |
| Med. | | REVISION | |



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA
WORKS DEPARTMENT
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

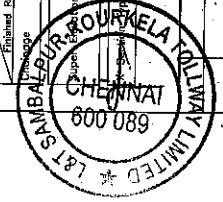
Client: Pricewaterhouse Coopers Pvt. Ltd.
Bldg. 1, 2 & 3, 4th Floor,
Sector 16, Bhubaneswar
Pin-751005
In Jt With
LEA Associates South Asia Pvt. Ltd.
Bldg. 1, 2, 3rd Floor, Sector 16, Bhubaneswar, Pin-751005

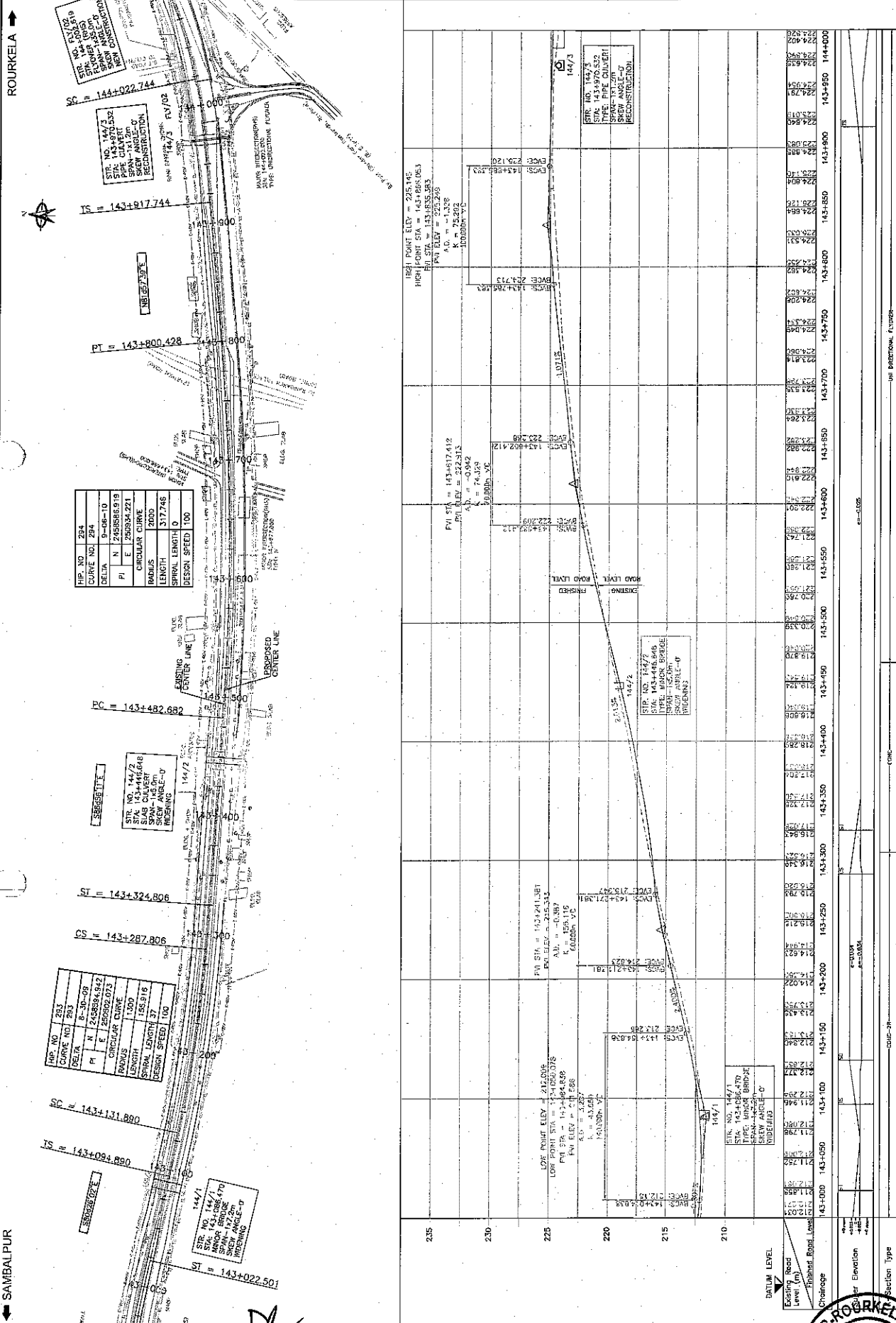


Drawing Title: PLAN AND PROFILE
KM 142+000 TO KM 143+000
(SAMBALPUR - ROURKELA)

Drawing Number: 7323/ILASAI/HIGHWAYS/PP/139

| Date | April 2010 |
|--------------|--------------|
| Drawn By | Tobish Javed |
| Designed By | Sahil Roy |
| Checked By | S.Rohit |
| Approved By | Aravind |
| By | |
| Date | |
| Descriptions | |
| Mod. | |
| REVISION | |

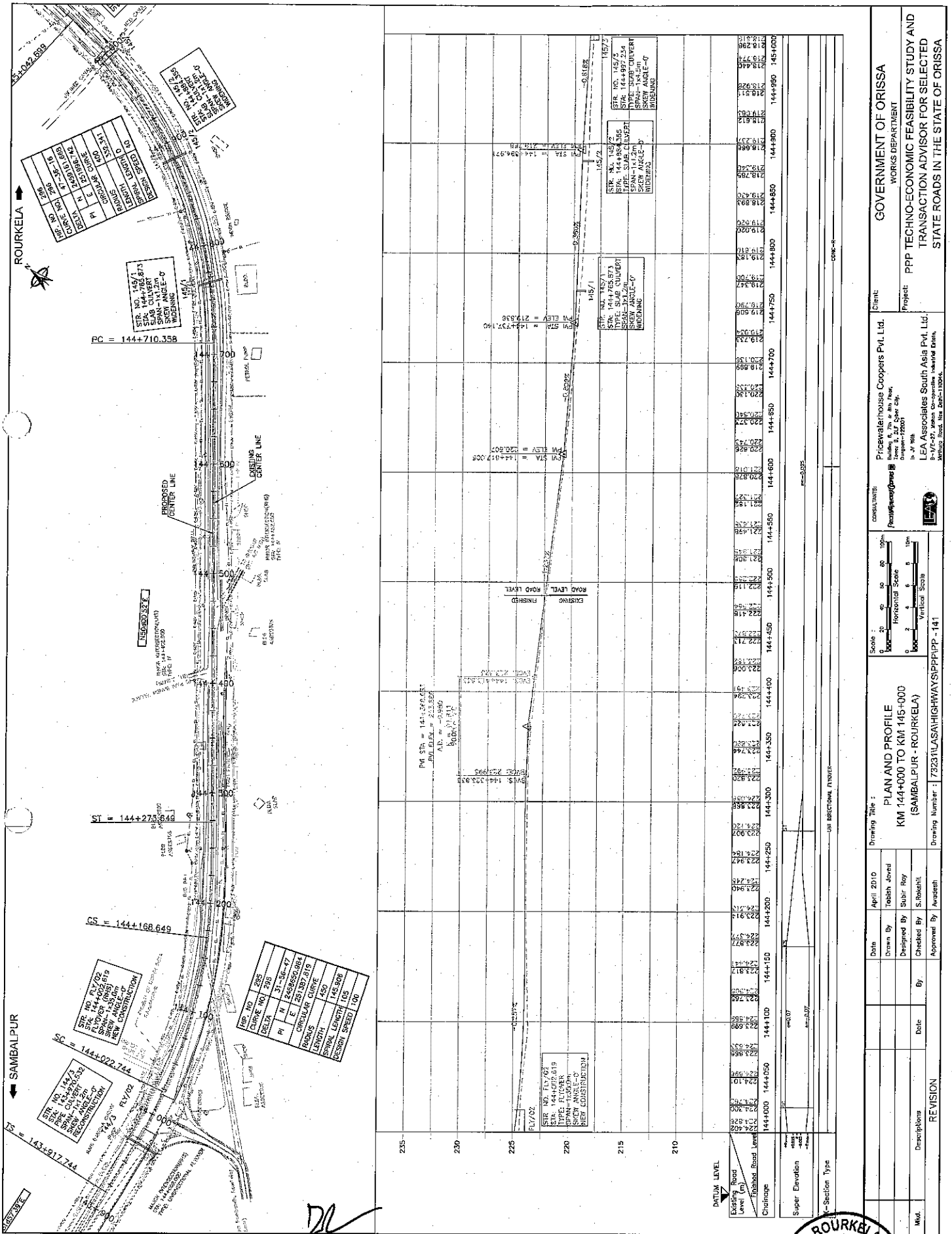




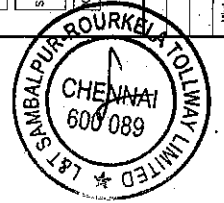
Chief Engineer
DPI & Roads
Odisha Bhubaneswar

A circular postmark from Chennai, India. The text "CHENNAI" is in the center, with "600 089" below it. The outer ring of the stamp contains the text "SAMBALPUR-ROURKELA RAILWAY LIMITED".

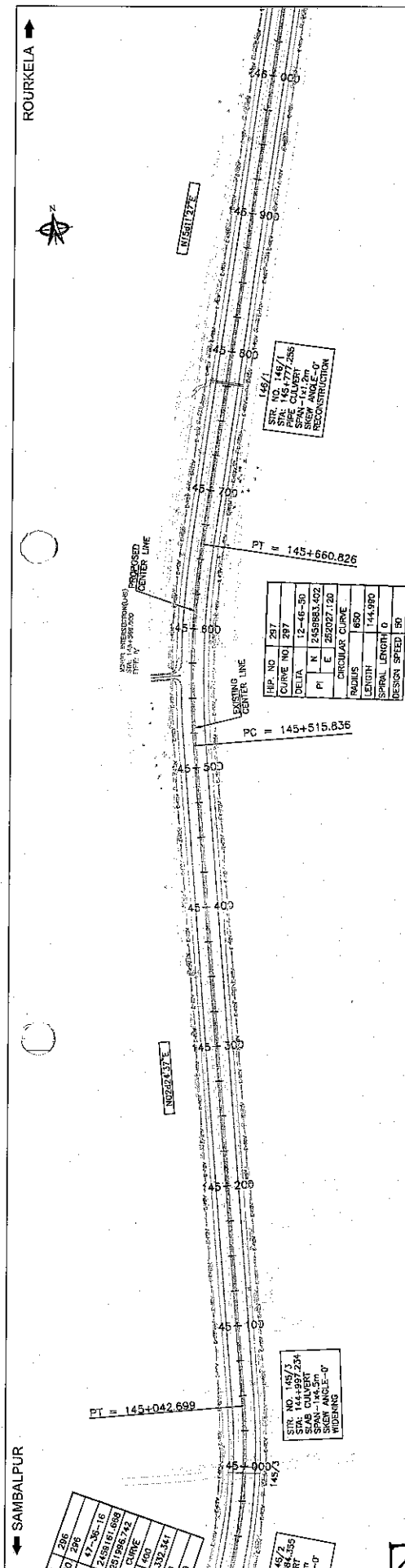
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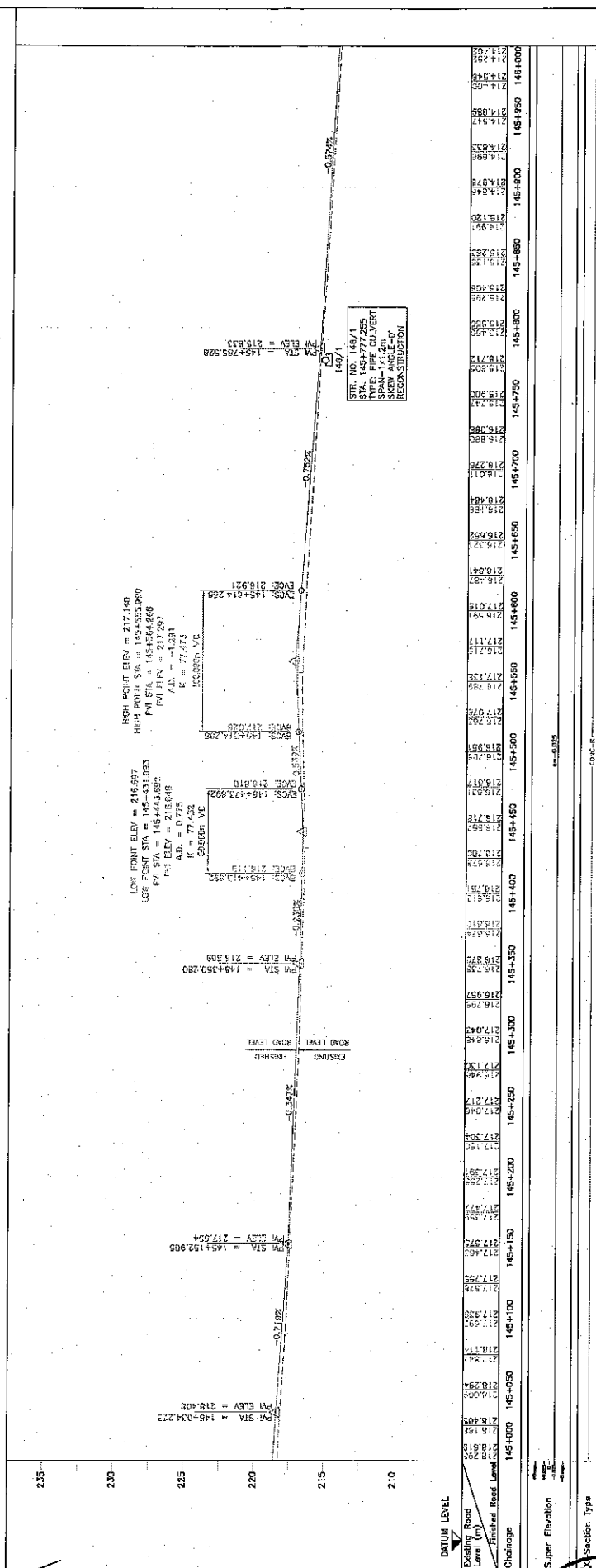
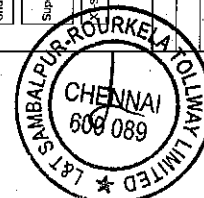
Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar

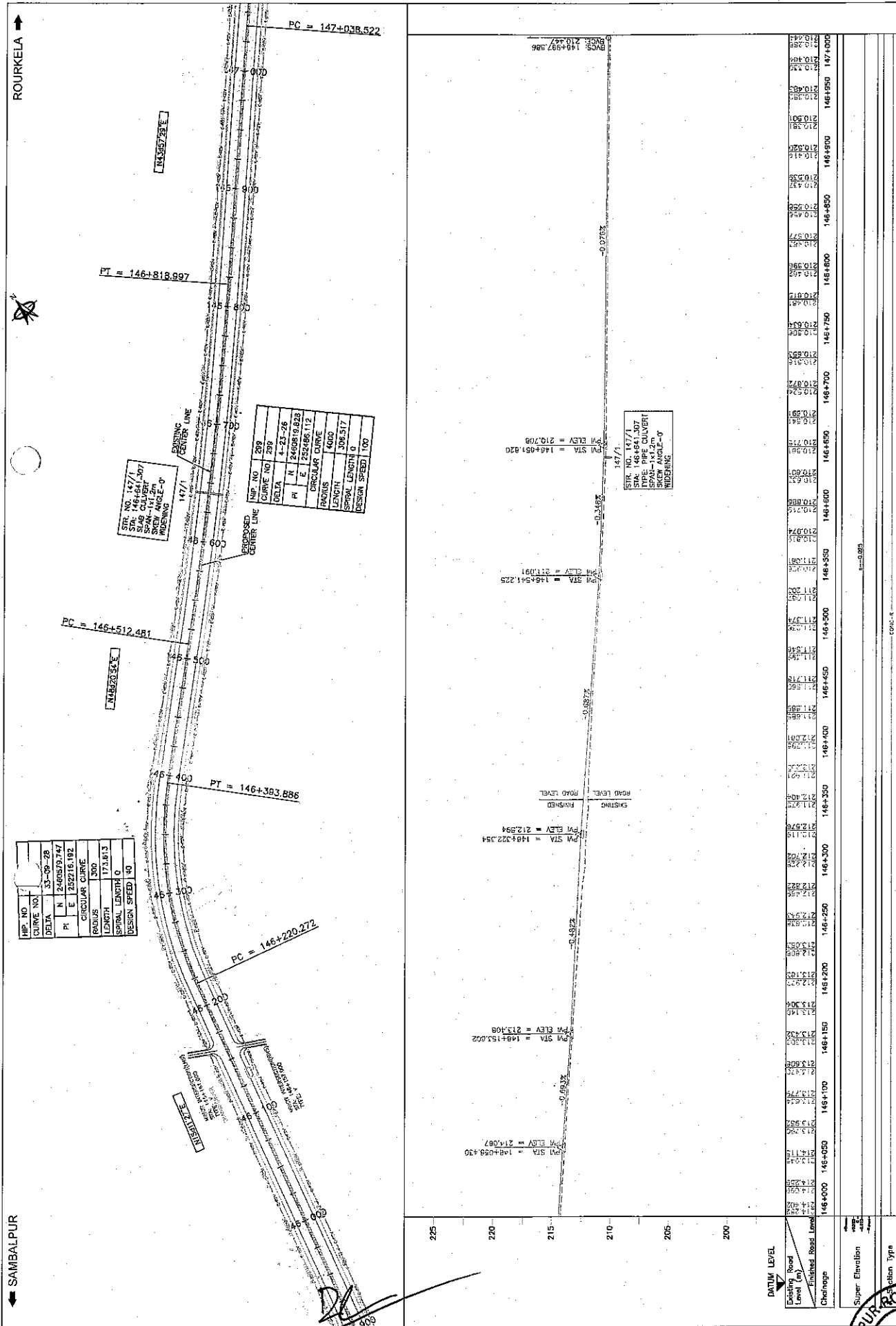


| | | | |
|---|-----------|---|--|
| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | | |
| Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | | |
| Client: Pricewaterhouse Coopers Pvt. Ltd. Address: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000 | | Drawing Number: 73231LASAHIGHWAYS/PP/PP-141 | |
| Date: April 2010 Drawn By: Telesh Javed Designed By: Subir Roy Checked By: S. Roshni Approved By: Anandesh | Revision: | | |

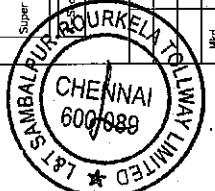


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

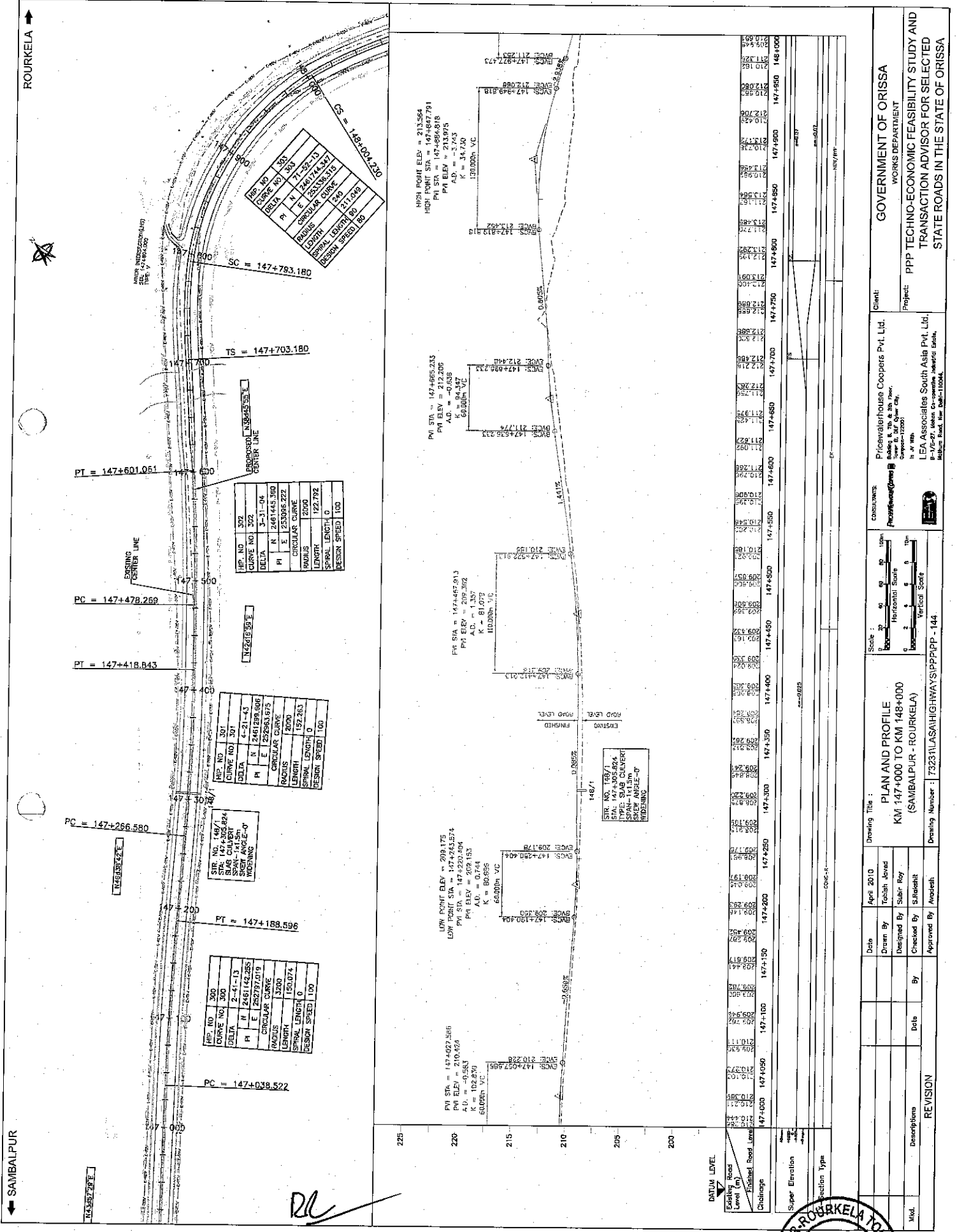
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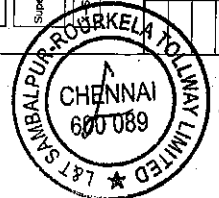
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | | |
|--|------------|--|--------------|
| Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | Client: Pricewaterhouse Coopers Pvt. Ltd. | |
| Project: LEA Associates South Asia Pvt. Ltd. | | Client: Pricewaterhouse Coopers Pvt. Ltd. | |
| Project: 73231LASA-HIGHWAYSIPPP-143 | | Client: Pricewaterhouse Coopers Pvt. Ltd. | |
| Drawing Title: PLAN AND PROFILE KM 146+000 TO KM 147+000 (SAMBALPUR - ROURKELA) | | Drawing Number: 73231LASA-HIGHWAYSIPPP-143 | |
| Date | April 2010 | Drawn By | Tanish Javed |
| Designed By | Subir Roy | Checked By | S. Rajesh |
| Approved By | Avadh | By | |
| Revision | | | |



Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



GOVERNMENT OF ORISSA
 WORKS DEPARTMENT

Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
 B-10, 10th Floor, 10th Cross, Connaught Place, New Delhi - 110028

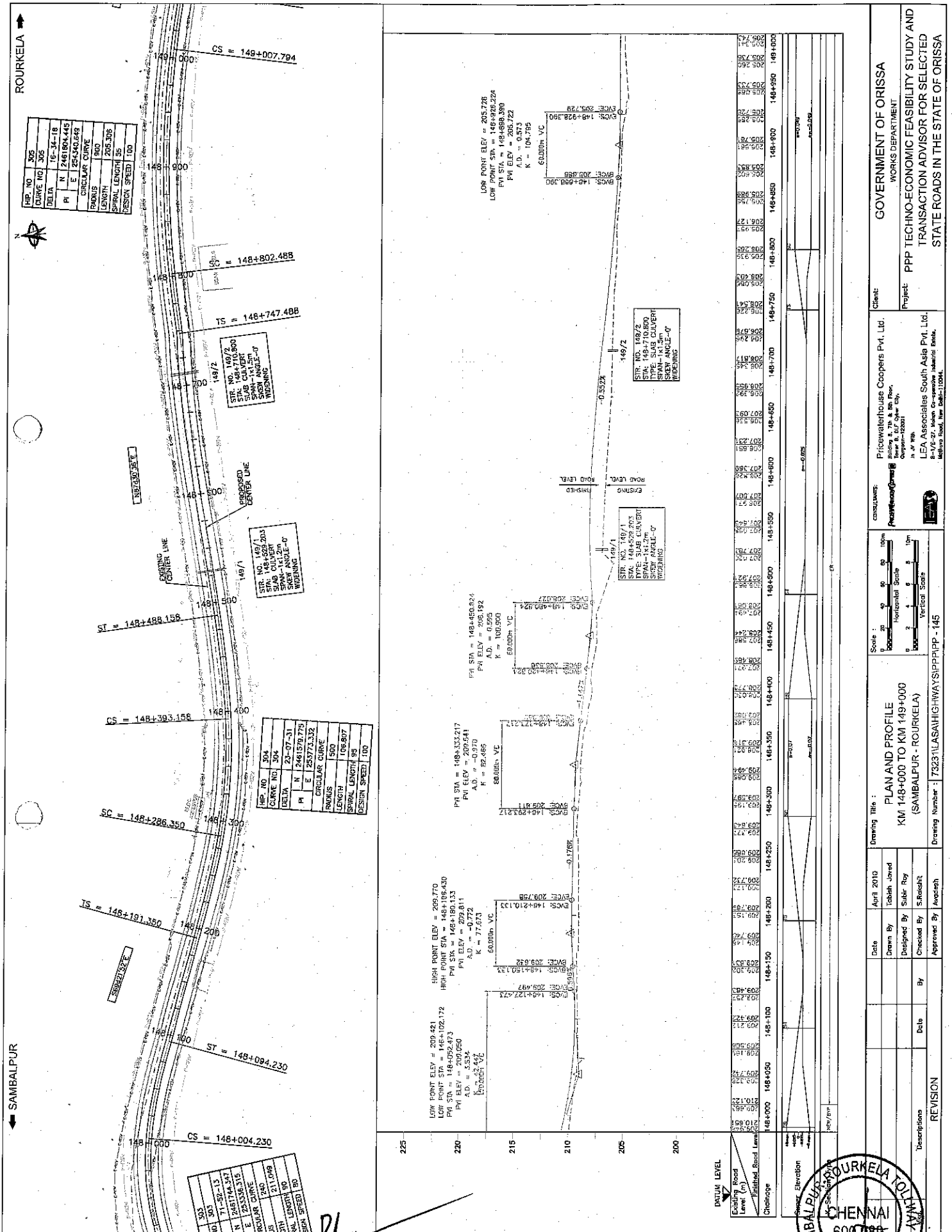
Consultant: Pricewaterhouse Coopers Pvt. Ltd.
 B-10, 10th Floor, 10th Cross, Connaught Place, New Delhi - 110028

Drawing Title: PLAN AND PROFILE
 KM 147+000 TO KM 148+000
 (SAMBALPUR - ROURKELA)

Drawing Number: 73231/LAS/HHWAYS/PPP/APP - 144

| Date | Drawn By | Designed By | Checked By | Approved By |
|------------|--------------|-------------|-----------------|-------------|
| April 2010 | Tanish Javed | Suhil Roy | Sirajul Hossain | Anand |

REVISION



GOVERNMENT OF ORISSA

WORKS DEPARTMENT

Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.

Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

Scale: 1 cm = 20 m

Scale: 1 cm = 2 m

Drawing Title: PLAN AND PROFILE

KM 148+000 TO KM 149+000

(SAMBALPUR - ROURKELA)

Date: April 2010

Drawn By: Tabin Javed

Designed By: Sub. Roy

Date: By

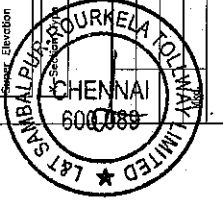
Checked By: S. Roushni

Approved By: Anandh

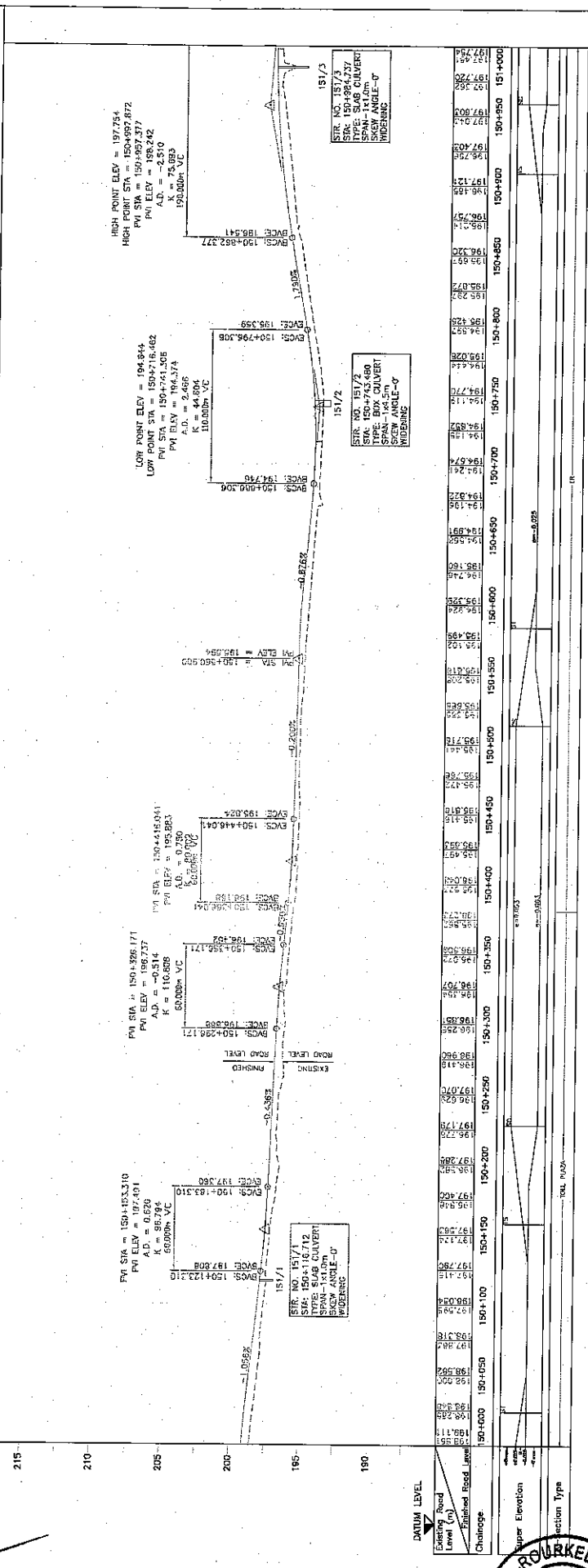
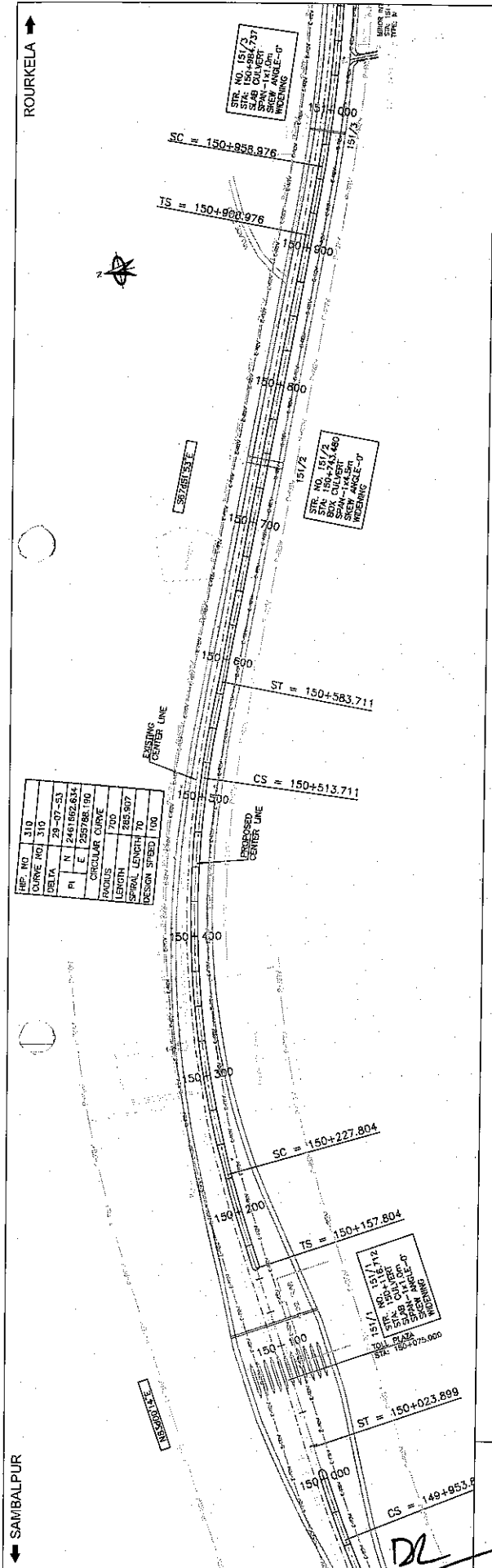
REVISION

Descriptions

By

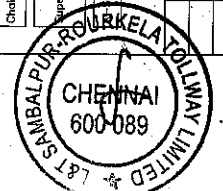


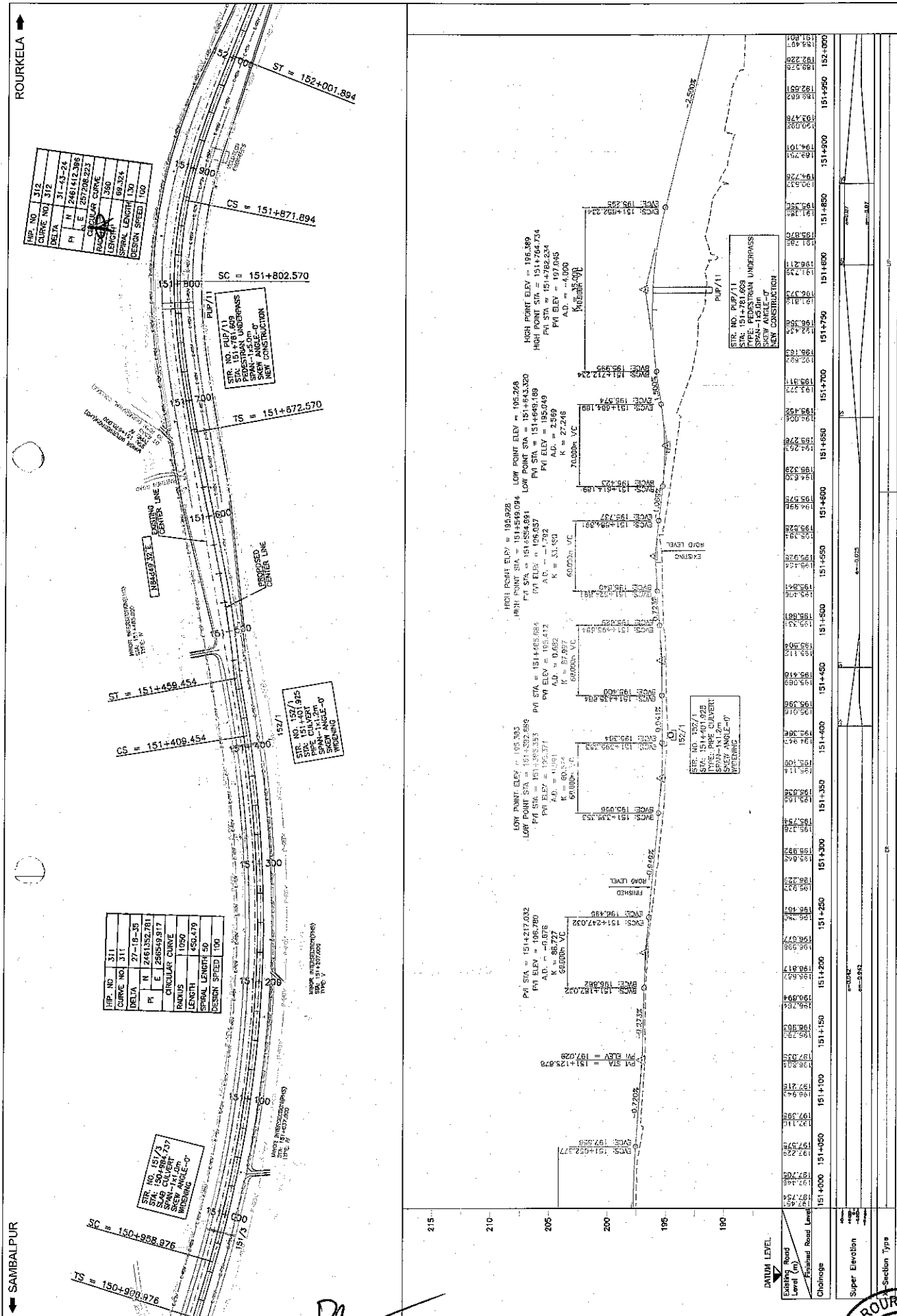


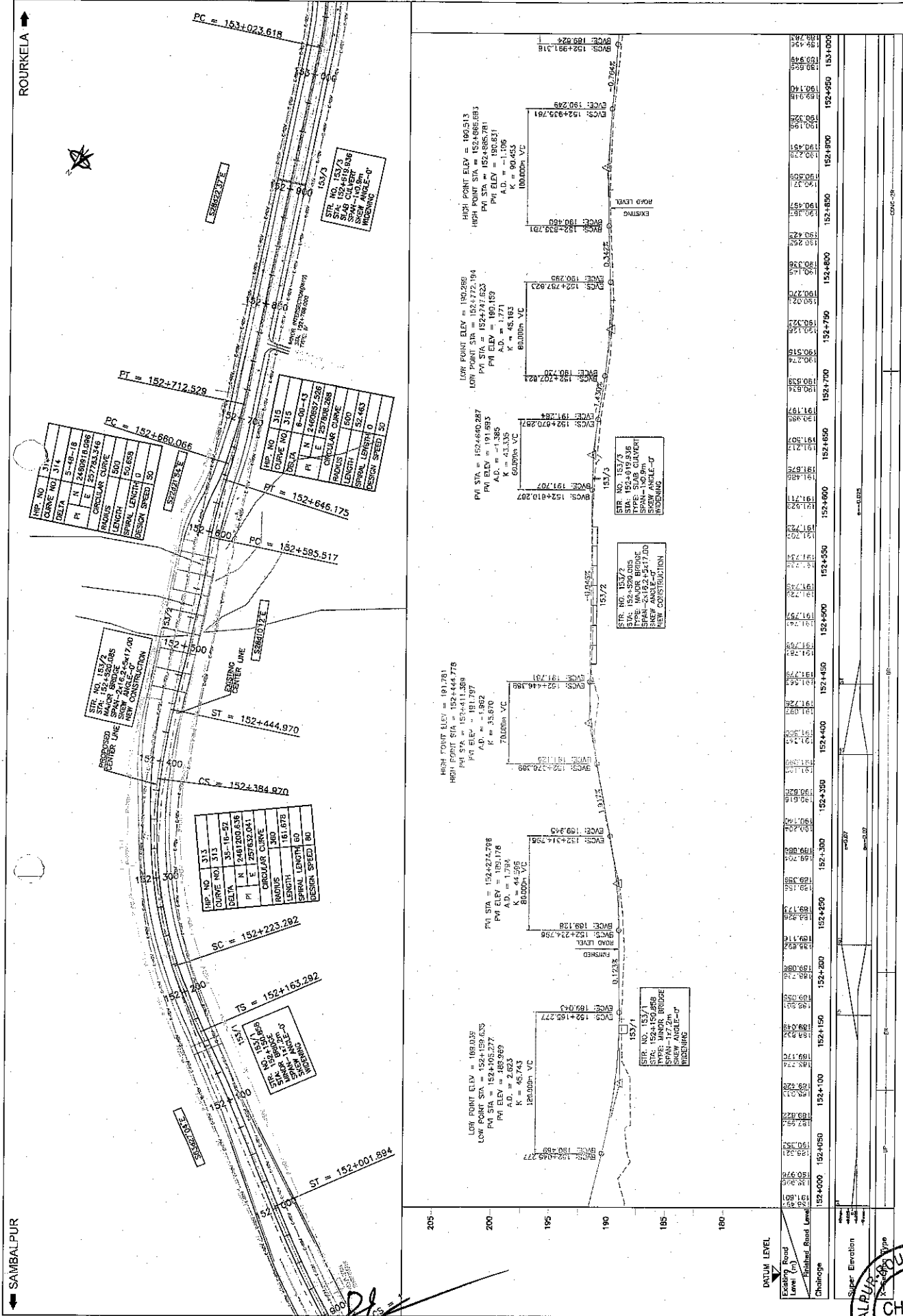


| Client: | | | | CONTRACTOR: | | | | DRAWING TITLE: | | | | Drawing Number: | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--------------------------------|--|--|--|
| Government of Orissa WORKS DEPARTMENT | | | | Priced/Chowdhury Coopers Pvt. Ltd. Building 1, 2nd & 3rd Floor, Lane 1, 2nd & 3rd Floor, Coimbatore-600011 | | | | PLAN AND PROFILE KM 150+000 TO KM 151+000 (SAMBALPUR - ROURKELA) | | | | 7322 NILASAHIGHWAYSPPHPP - 147 | | | |
| Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | | | LEA Associates South Asia Pvt. Ltd. B-1/2-27, Metro Co-operative Industrial Estate, Bhamburda Road, New Delhi-110044 | | | | Date: April 2010 | | | | Drawn By: Tolish Javed | | | |
| | | | | | | | | Designed By: Sabir Roy | | | | Checked By: S. Roushik | | | |
| | | | | | | | | Date: | | | | Approved By: Anandesh | | | |
| | | | | | | | | REVISION | | | | | | | |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

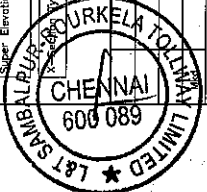


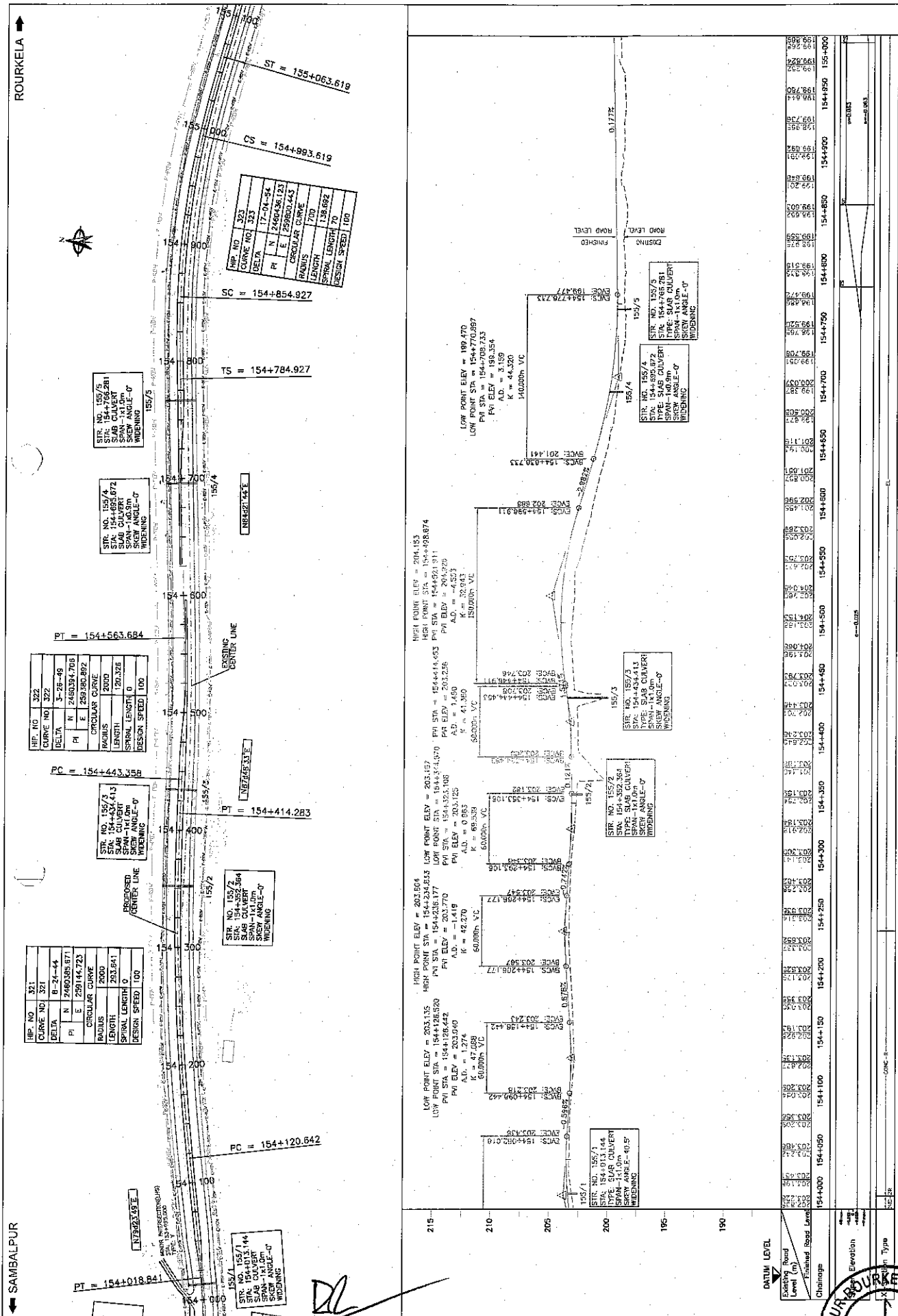




Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

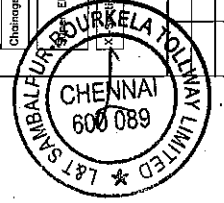
| | |
|--|---|
| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | |
| <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Building 8, 7th & 8th Floor, Sector 8, MIDC, Cuttack, Orissa-753001</p> | <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>Scale: 1:1000 Horizontal Scale Vertical Scale</p> | <p>Drawing Title: PLAN AND PROFILE KM 152+000 TO KM 153+000 (SAMBALPUR - ROURKELA)</p> |
| <p>Date: April 2010 Drawn By: Tabin Jyoti Designed By: Subir Roy Checked By: S. Rajith Approved By: Anandh</p> | <p>Drawing Number: J323/1 (SAI) HIGHWAYS/PPP - 149</p> |
| <p>REVISION</p> | <p>By: _____ Date: _____</p> |





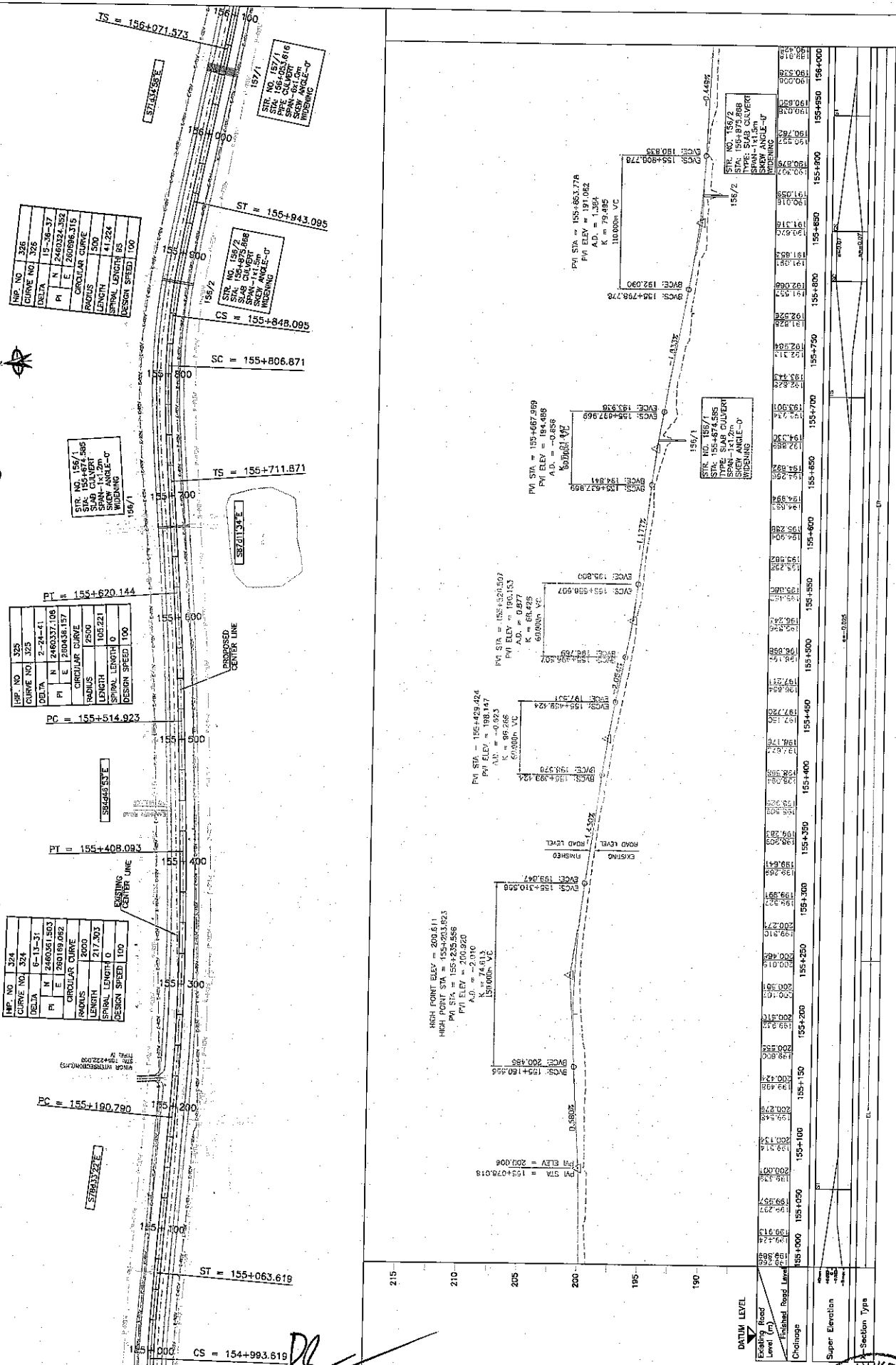
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

| | |
|--|---|
| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | |
| <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Working Title: Feasibility Study for Construction of a New Bypass Road from Gangajal to Gangajal</p> | <p>Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> |
| <p>Consultants: Pricewaterhouse Coopers Pvt. Ltd. Working Title: Feasibility Study for Construction of a New Bypass Road from Gangajal to Gangajal</p> | |
| <p>Scale: 1:1000 Horizontal Scale Vertical Scale</p> | |
| <p>PLAN AND PROFILE KM 154+000 TO KM 155+000 (SAMBALPUR - ROURKELA)</p> | |
| <p>Drawing Number: 732311A-HIGHWAY/SPPPPP-151</p> | |
| <p>Date: April 2010 Drawn By: Tishan Javed Designed By: Subir Roy Checked By: S. Roshni Approved By: Avadesh</p> | <p>REVISION</p> |



SAMBALPUR

ROURKELA



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: LEA Associates South Asia Pvt. Ltd.

Consultants: Pricewaterhouse Coopers Pvt. Ltd.
LEA Associates South Asia Pvt. Ltd.

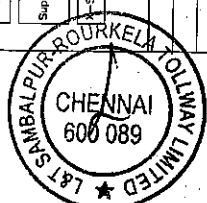
Scale: 1:1000
Horizontal Scale
Vertical Scale

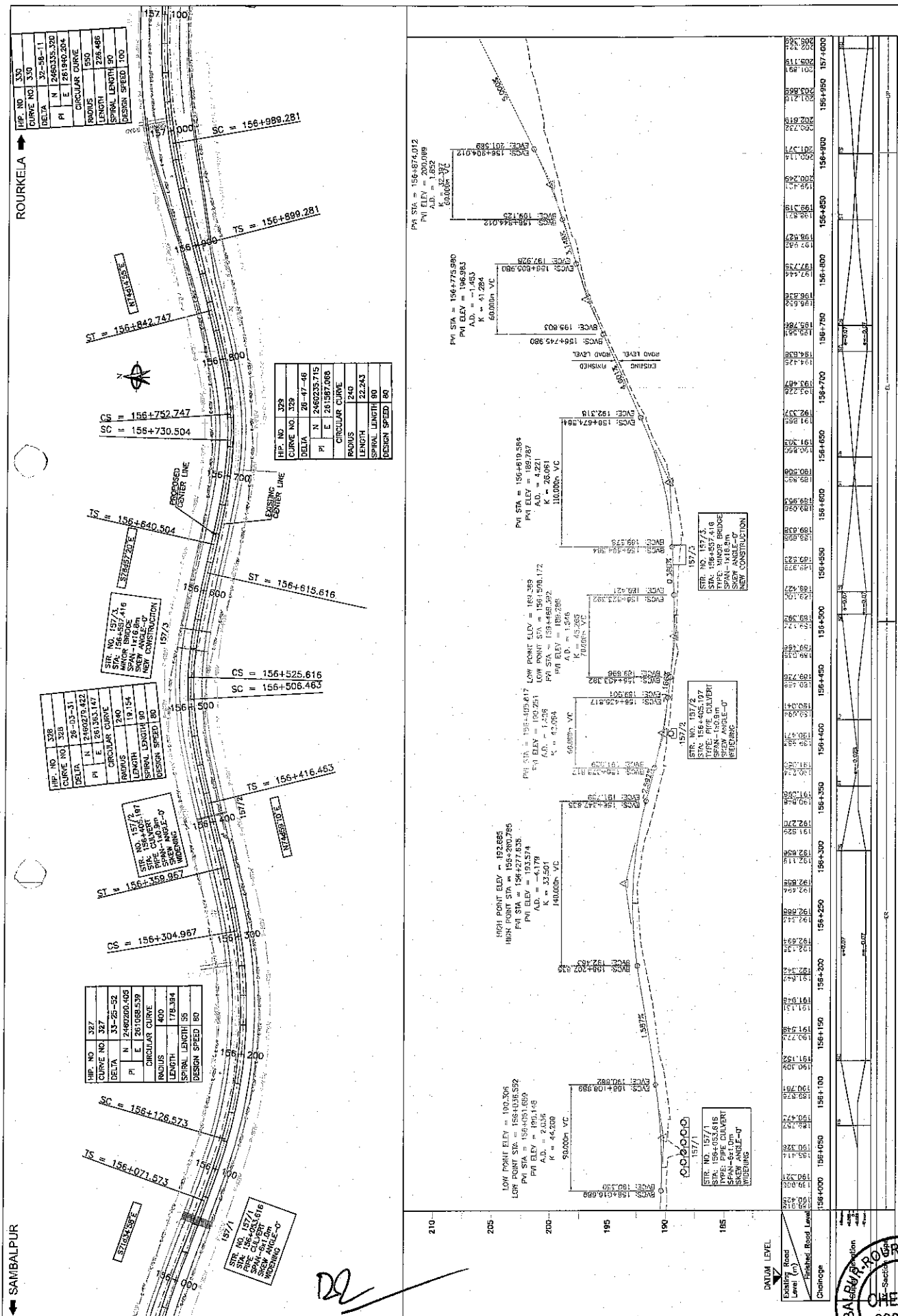
Drawing Title: PLAN AND PROFILE
KM 155+000 TO KM 156+000
(SAMBALPUR - ROURKELA)

Drawing Number: 7232 (ILASA) HIGHWAYS/PPP - 152

Date: April 2010
Drawn By: Tolish Javed
Designed By: Sauri Roy
Checked By: S. Rajesh
Approved By: Anandh

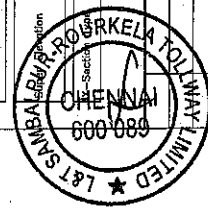
REVISION

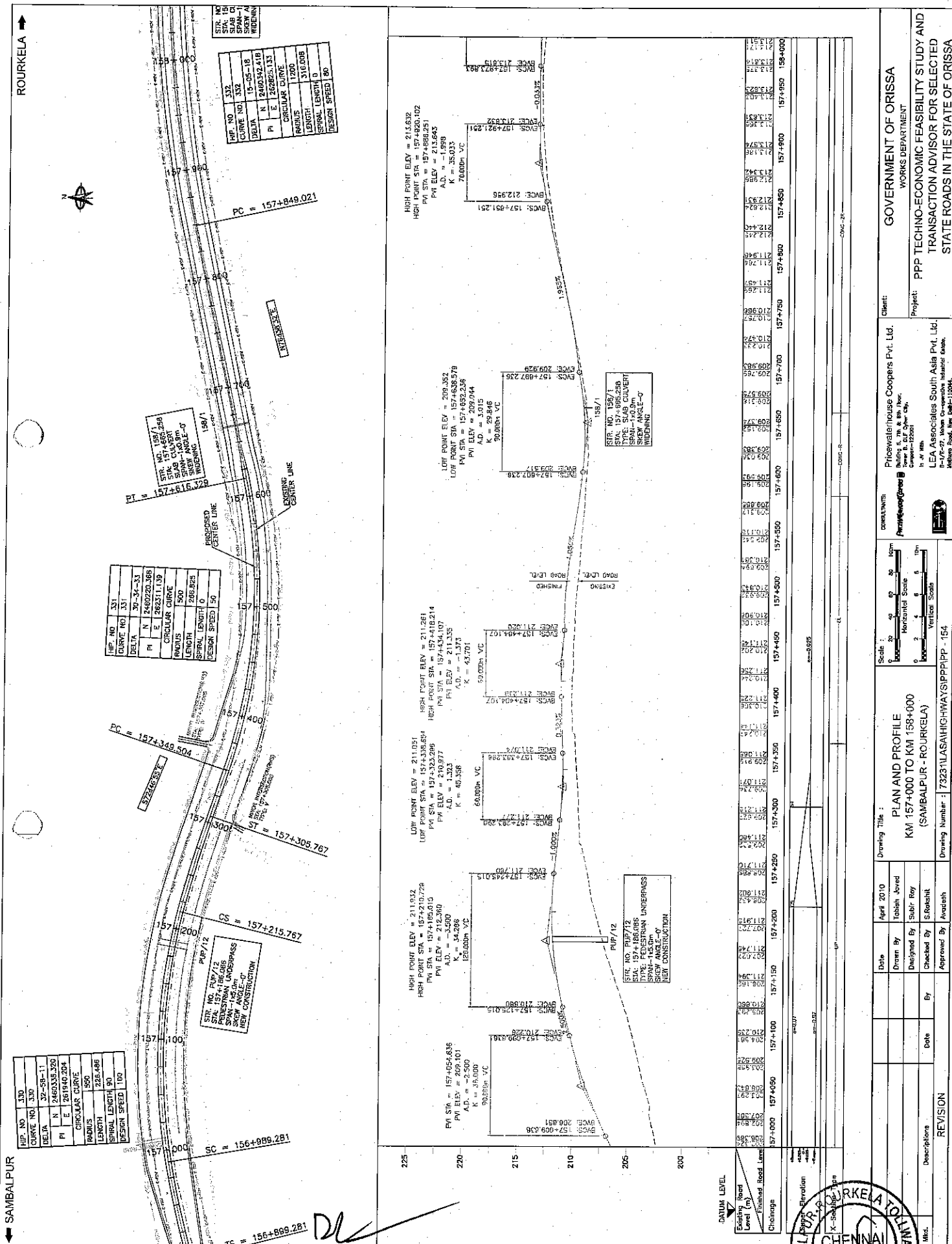




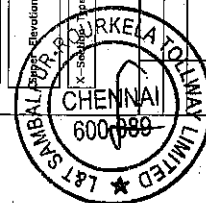
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

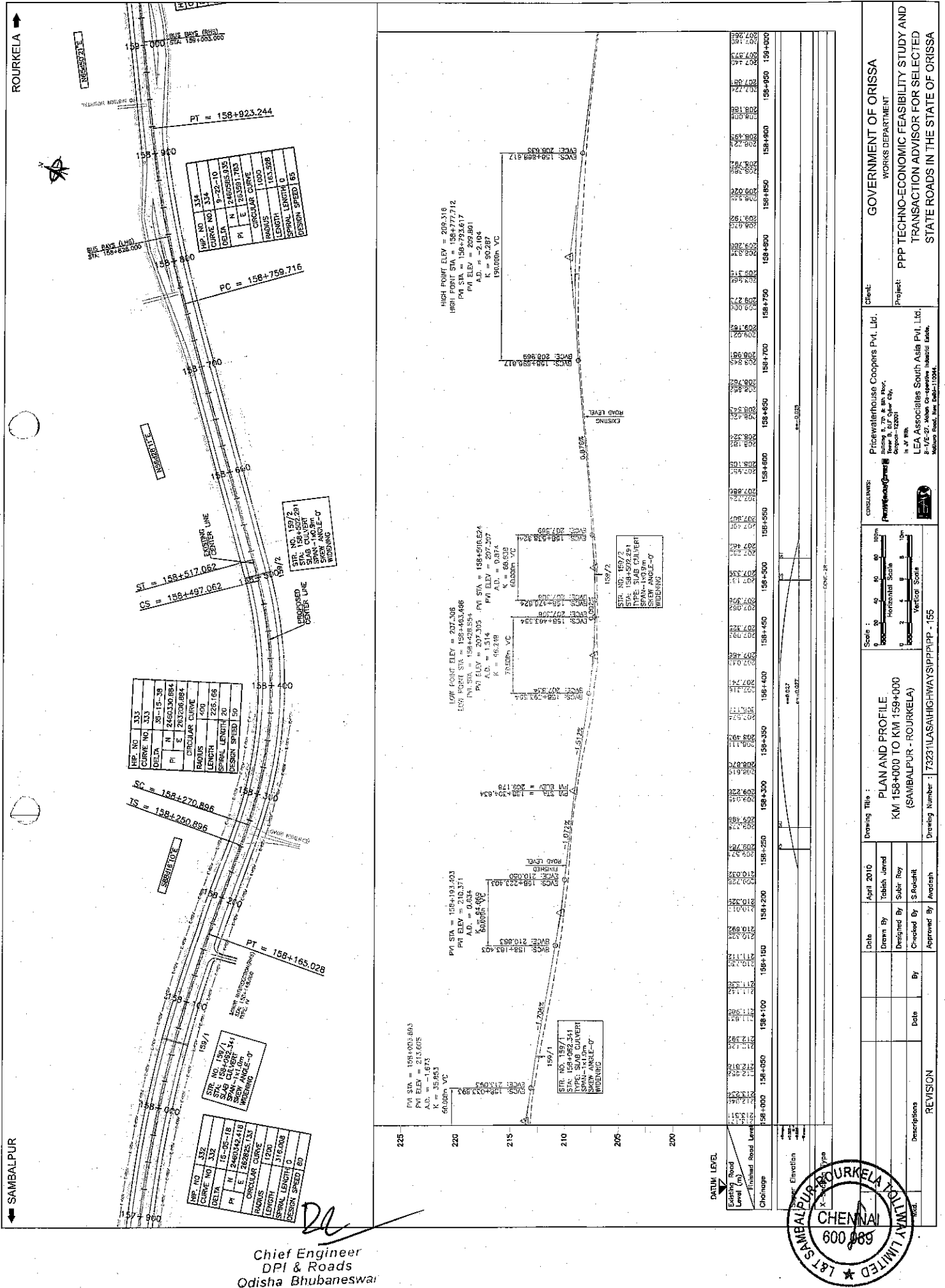
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| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | Client: Pricewaterhouse Coopers Pvt. Ltd. Address: 8, 7th & 8th floor, Tower B, IIT Bhubaneswar, Bhubaneswar-751005. |
| Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA | | LEA Associates South Asia Pvt. Ltd., Bhubaneswar, Odisha, India. |
| Drawing Title: PLAN AND PROFILE KM 156+000 TO KM 157+000 (SAMBALPUR - ROURKELA) | | |
| Date: April 2010 Drawn By: Tabish Javed Designed By: Suhr Roy Checked By: S. Rajith Approved By: Anandesh | Date: _____ By: _____ Approved By: _____ | Drawing Number: 73231LASA/HIGHWAYS/PPP - 153 |
| REVISION | | |



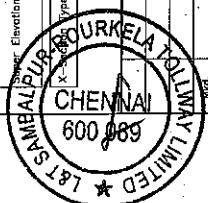


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





Chief Engineer
DPI & Roads
Odisha Bhubaneswar



GOVERNMENT OF ORISSA
WORKS DEPARTMENT

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

CONSULTANTS: Pricewaterhouse Coopers Pvt. Ltd.
Address: 7th & 8th Floor, Tower B, B.P. Office Bldg., Cuttack-751001

Client: LEA Associates South Asia Pvt. Ltd.
Address: 17/18-2/F, Scheme 2, Sector 10, Indira Nagar, New Delhi-110028

Scale: 1:1000
Horizontal Scale
Vertical Scale

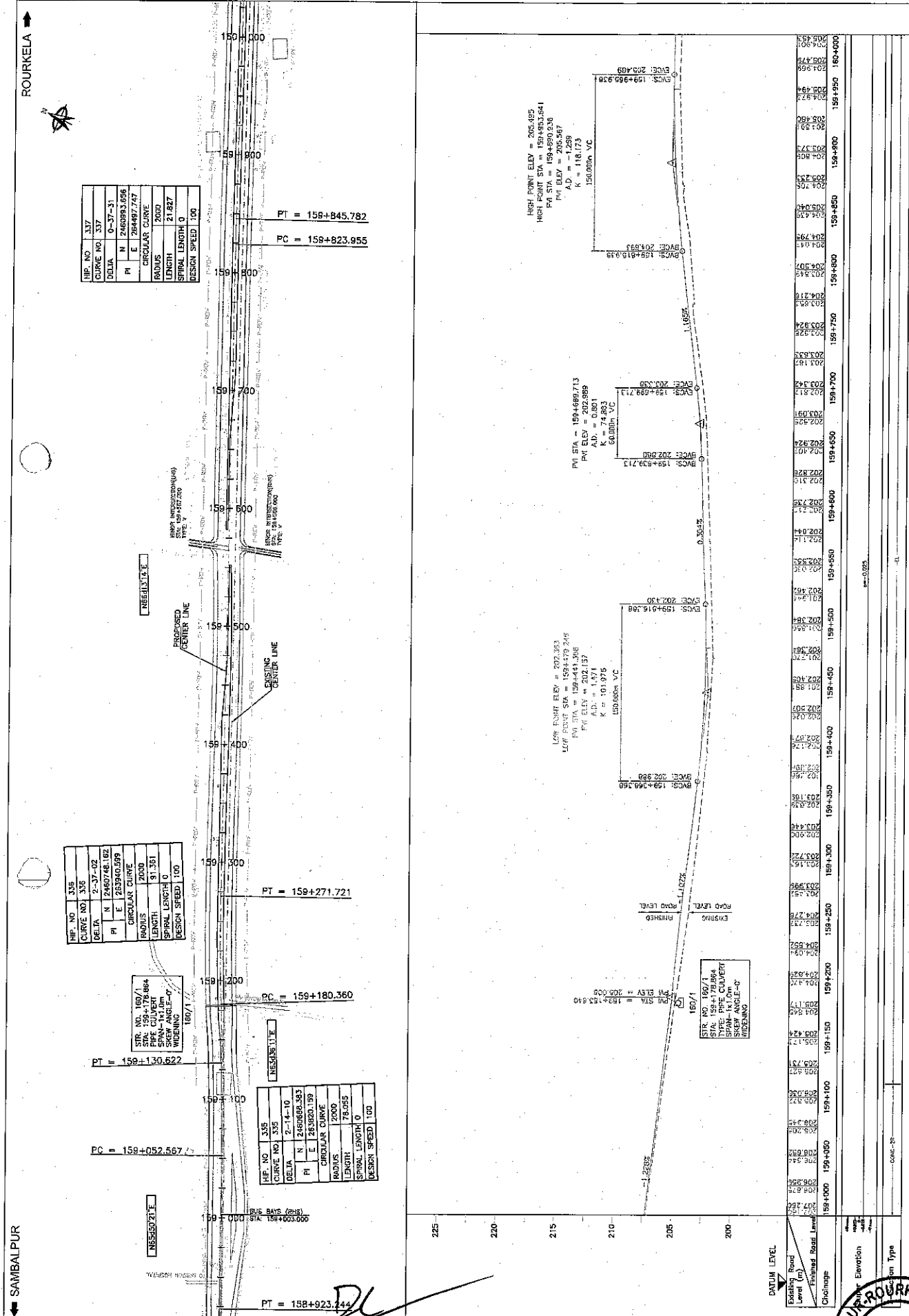
Drawing Title: PLAN AND PROFILE
KM 158+000 TO KM 159+000
(SAMBALPUR - ROURKELA)

Date: April 2010
Drawn By: Tishu Jena
Designed By: Subir Roy
Created By: Sankujit
Approved By: Anandh

Drawing Number: 73231LASAHIGHWAYSPPPPP - 155

REVISION

DESCRIPTIONS



GOVERNMENT OF ORISSA
WORKS DEPARTMENT

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA

CONSULTANT: Pricewaterhouse Coopers Pvt. Ltd.
Address: 10th Floor, 100, Market Street, Bhubaneswar - 751001
In Jt With: LEA Associates South Asia Pvt. Ltd.
B-7/2-27, Main Co-operative Industrial Estate, Ichda Road, New Delhi-110044

PLAN AND PROFILE
KM 159+000 TO KM 160+000
(SAMBALPUR - ROURKELA)

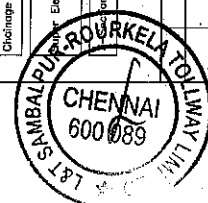
Drawing Number: 73231ASA/HIGHWAY/SPP/PP - 156

| Date | Drawn By | Checkd By | Approved By |
|------------|--------------|------------|-------------|
| April 2010 | Talish Javed | Suhail Roy | S.Rohit |

REVISION

| No. | Description | Date |
|-----|-------------|------|
|-----|-------------|------|

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



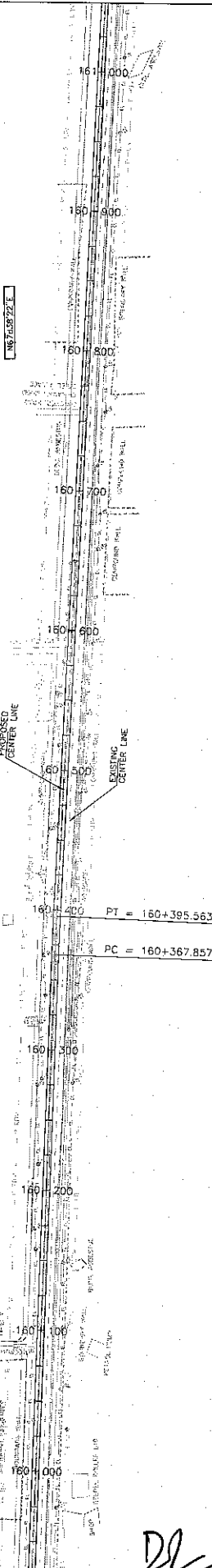
SAMBALPUR

ROURKELA

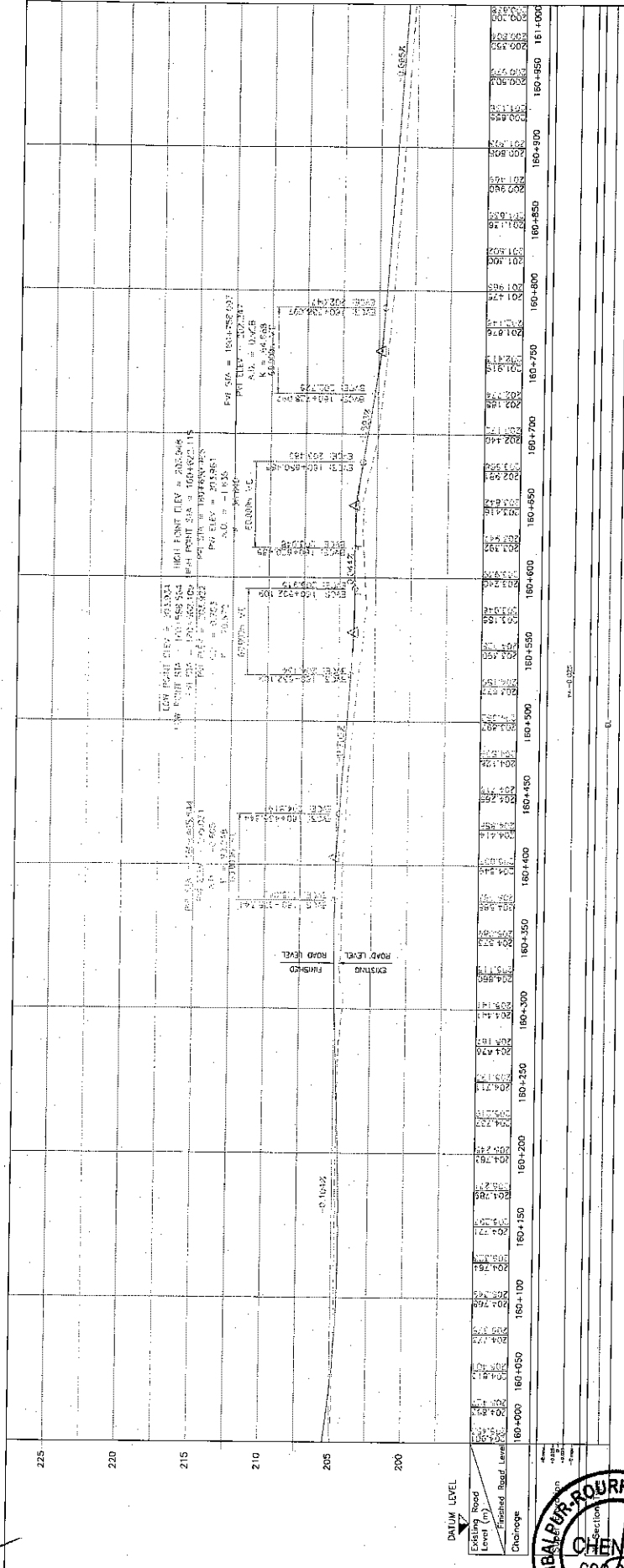
| | |
|---------------|---------------|
| HP. NO. | 336 |
| CURVE NO. | 338 |
| DELTA | 0-47-37 |
| PI | N 2451208.670 |
| E | 765000.540 |
| CURVE TYPE | CIRCULAR |
| RADIUS | 2000 |
| LENGTH | 27.707 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

NS 745722 E

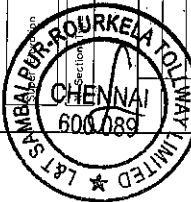
NS 745722 E

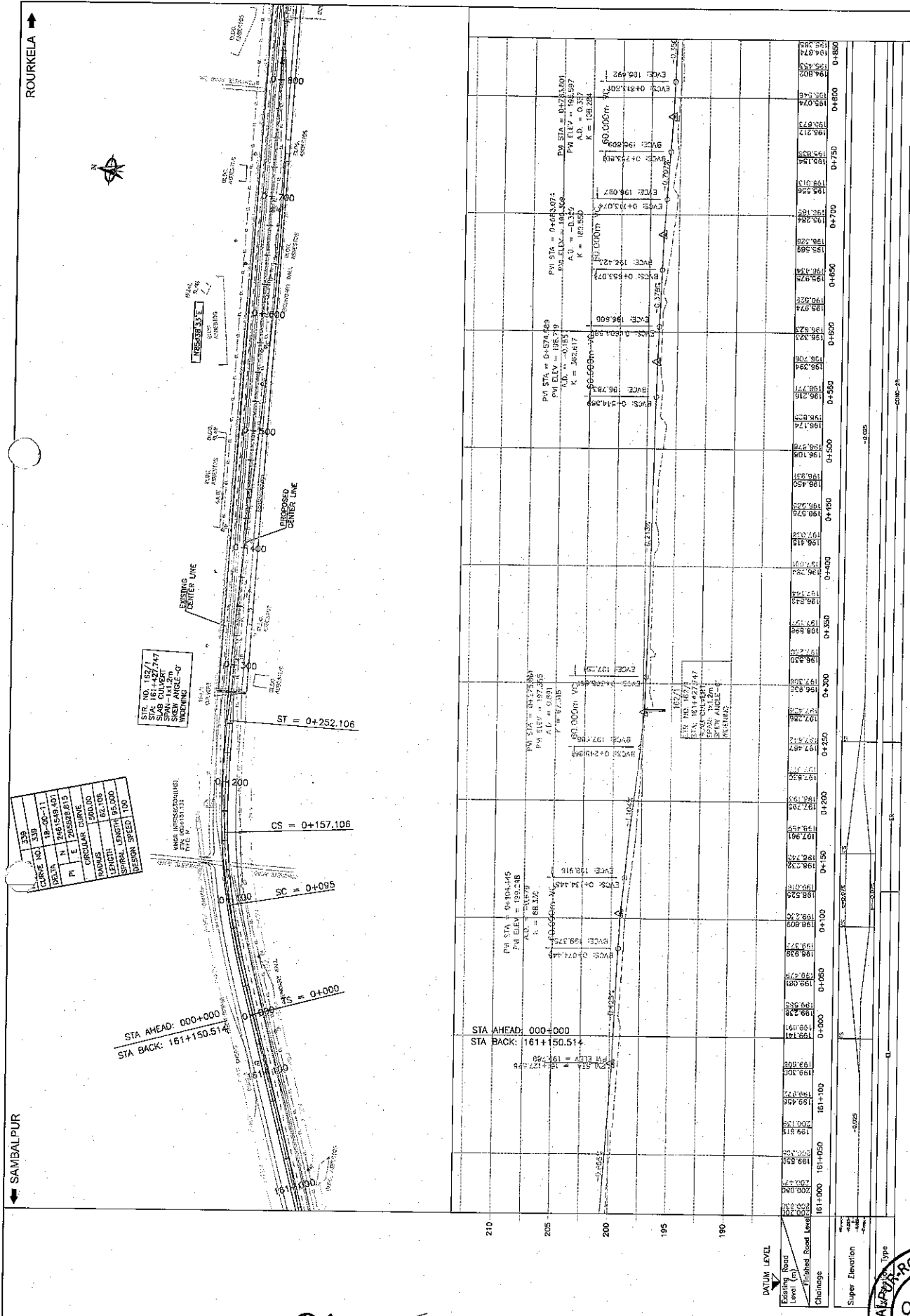


Chief Engineer
DPI & Roads
Odisha Bhubaneswar

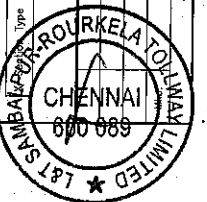


| | | | |
|---|----------------------------------|---|--|
| <p>GOVERNMENT OF ORISSA WORKS DEPARTMENT</p> | | <p>Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA</p> | |
| <p>Drawing Title: PLAN AND PROFILE KM 160+000 TO KM 161+000 (SAMBALPUR - ROURKELA)</p> | | <p>Scale: 1:1000 Horizontal Scale: 1cm = 10m Vertical Scale: 1cm = 1m</p> | |
| <p>Date: April 2010 Drawn By: Tabish Javed Designed By: Subir Ray Checked By: S. Roshni Approved By: Anandesh</p> | <p>By: _____ Date: _____</p> | <p>Drawing Number: 73231ULASAHIGHWAYSPPP-157</p> | |
| <p>REVISION</p> | | | |





Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



GOVERNMENT OF ORISSA
WORKS DEPARTMENT
PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.
Project: LEA Associates South Asia Pvt. Ltd.
B-1/7-27, 1st Floor, D-2, Sector 10, Gurgaon-122001

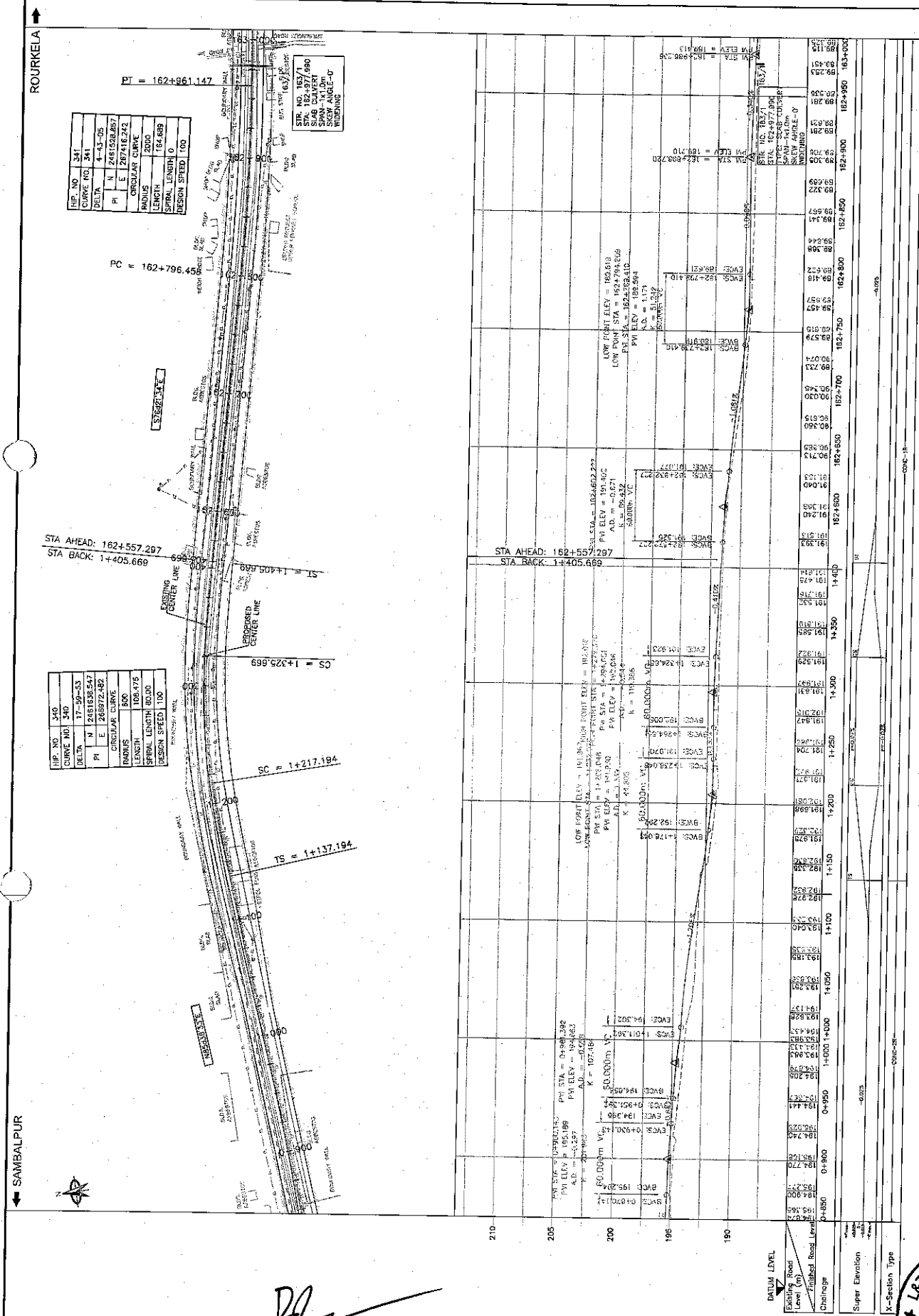


Scale: 1:1000
Horizontal Scale
Vertical Scale

Drawing Title: PLAN AND PROFILE
KM 161+000 TO KM 162+000
(SAMBALPUR - ROURKELA)

Drawing Number: 173231/ASA/HIGHWAYS/PPP-168

| REVISION | Description | Date | By |
|----------|-------------|------|----|
| | | | |
| | | | |



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND
TRANSACTION ADVISOR FOR SELECTED
STATE ROADS IN THE STATE OF ORISSA

Client: Pricewaterhouse Coopers Pvt. Ltd.

Project: LEA Associates South Asia Pvt. Ltd.

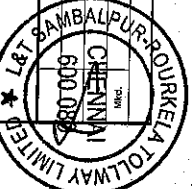
Scale: 1:1000

Scale: 1:1000

Drawing Title: PLAN AND PROFILE
KM 162+000 TO KM 163+000
(SAMBALPUR - ROURKELA)

Drawing Number: 7323/LASAHIGHWAY/PPP/PP - 158

| Date | Nov. 2011 | Drawn By | Designed By | Checked By | Approved By |
|------|-----------|----------|-------------|------------|-------------|
| | | person | Saur Roy | S. Roshni | Aradhna |
| By | Date | By | Date | By | Date |
| | | | | | |



SAMBALPUR

ROURKELA

| | |
|---------------|-------------|
| HIP. NO | 343 |
| CURVE NO | 343 |
| DELTA | 1-47-54 |
| PI | N |
| E | 2481468.522 |
| RADIUS | 2000 |
| LENGTH | 62.776 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

| | |
|---------------|-------------|
| HIP. NO | 344 |
| CURVE NO | 344 |
| DELTA | 2-01-41 |
| PI | N |
| E | 2481336.019 |
| RADIUS | 2000 |
| LENGTH | 70.790 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

PT = 163+170.481

PC = 163+107.120

PT = 162+961.147

STR. NO. 163/1
SLAB CULVERT
SPAN-1x1.0m
SKEW ANGLE-0°
WIDENING

| | |
|---------------|-------------|
| HIP. NO | 342 |
| CURVE NO | 342 |
| DELTA | 1-48-35 |
| PI | N |
| E | 2451488.574 |
| RADIUS | 2000 |
| LENGTH | 63.351 |
| SPIRAL LENGTH | 0 |
| DESIGN SPEED | 100 |

STR. NO. 163/1
SLAB CULVERT
SPAN-1x1.0m
SKEW ANGLE-0°
WIDENING

PT = 163+348.006

PC = 163+285.229

STR. NO. 164/2
SLAB CULVERT
SPAN-1x1.0m
SKEW ANGLE-0°
NEW CONSTRUCTION

STR. NO. 164/2
SLAB CULVERT
SPAN-1x1.0m
SKEW ANGLE-0°
NEW CONSTRUCTION

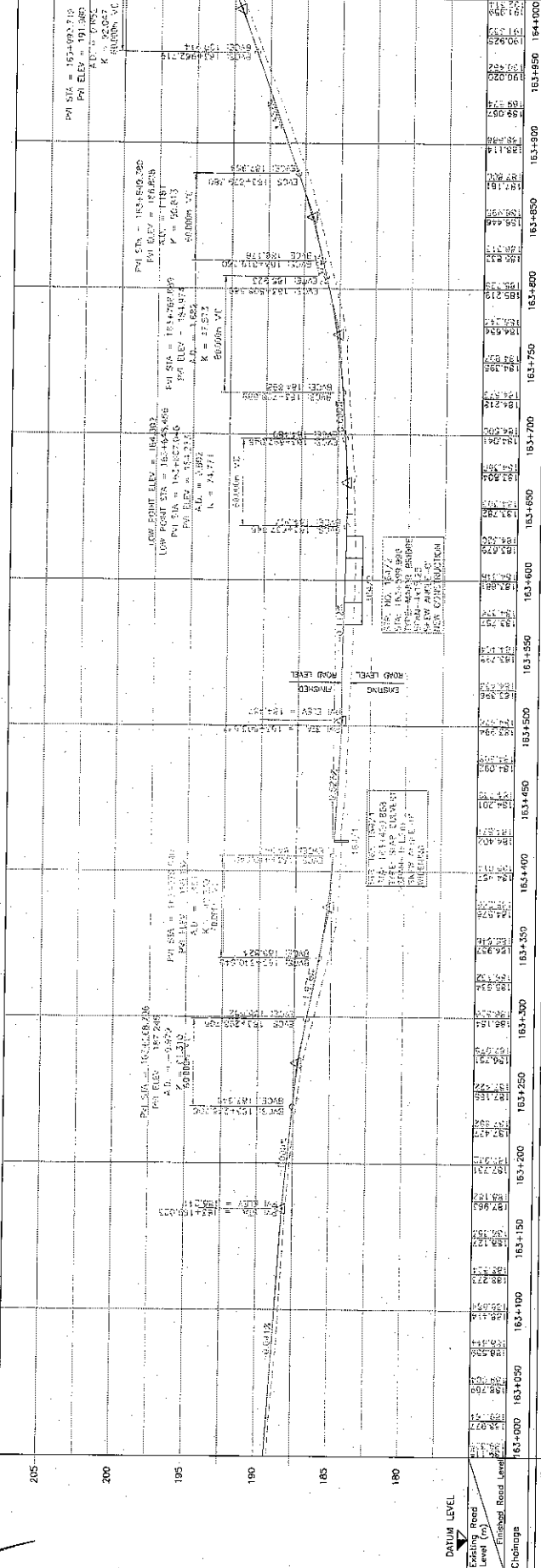
STR. NO. 164/2
SLAB CULVERT
SPAN-1x1.0m
SKEW ANGLE-0°
NEW CONSTRUCTION

STR. NO. 164/2
SLAB CULVERT
SPAN-1x1.0m
SKEW ANGLE-0°
NEW CONSTRUCTION

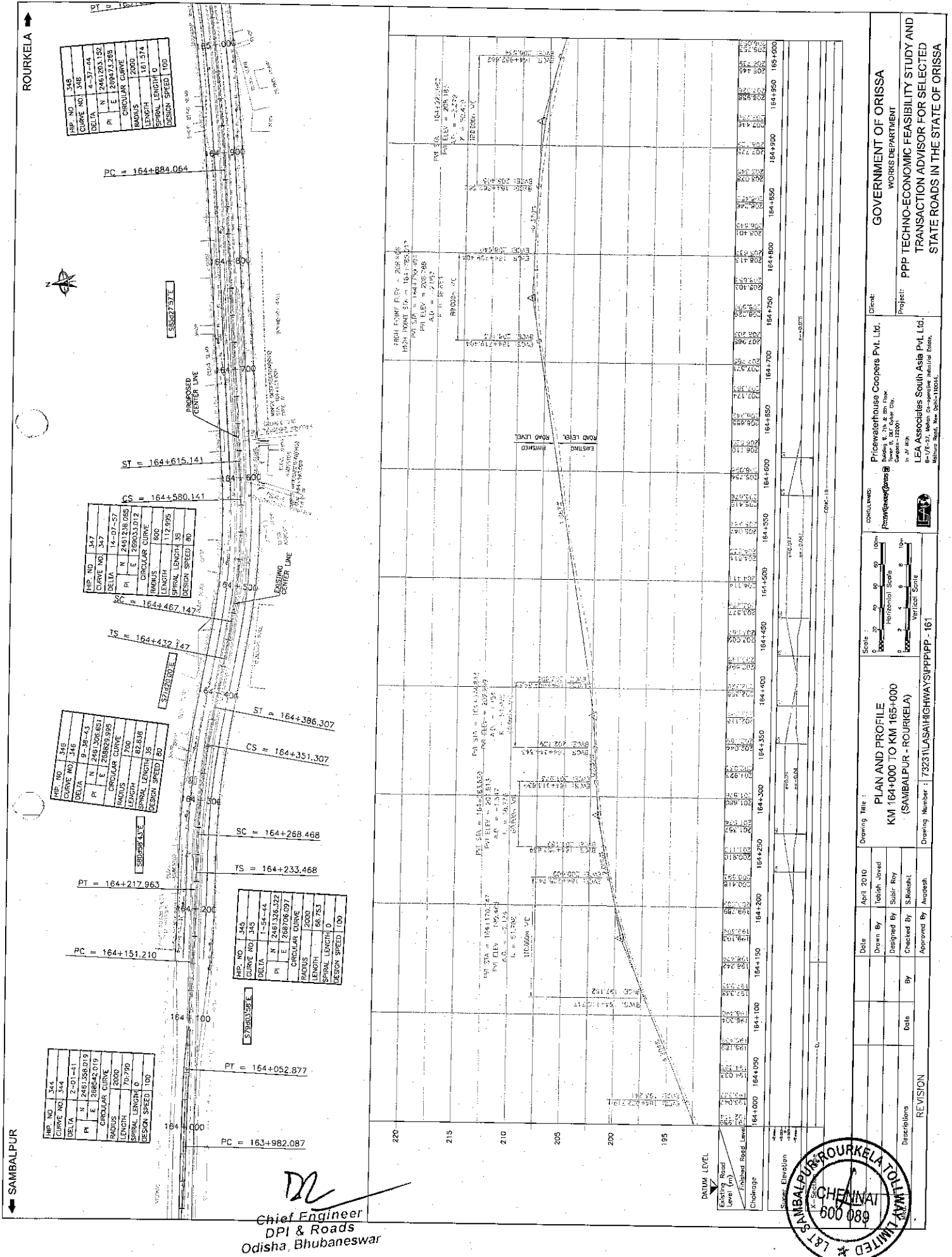
STR. NO. 164/2
SLAB CULVERT
SPAN-1x1.0m
SKEW ANGLE-0°
NEW CONSTRUCTION

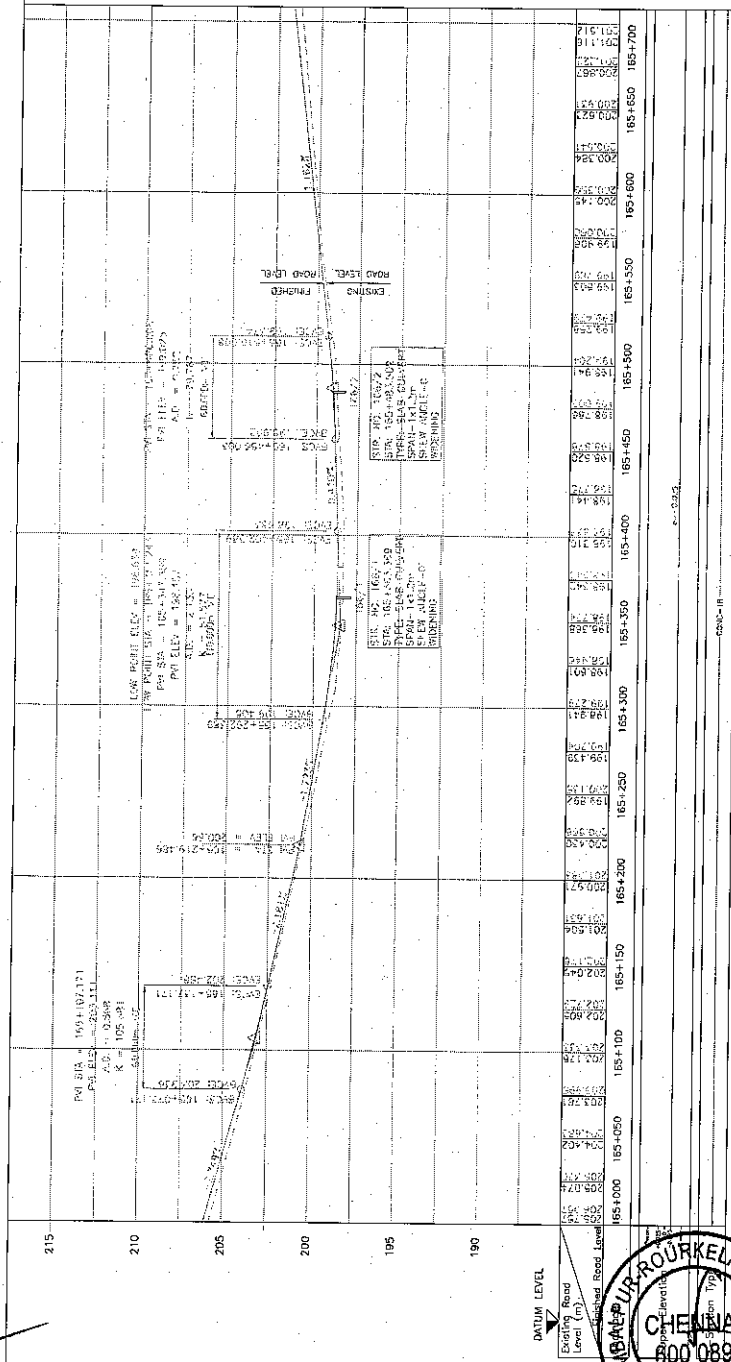
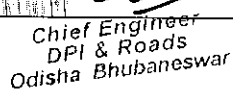
PT = 164+052.877
PC = 163+982.087

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| | | |
|---|------------------------------|---|
| GOVERNMENT OF ORISSA WORKS DEPARTMENT | | Client: Pricewaterhouse Coopers Pvt. Ltd. Project: PPP TECHNO-ECONOMIC FEASIBILITY STUDY AND TRANSACTION ADVISOR FOR SELECTED STATE ROADS IN THE STATE OF ORISSA |
| Scale: 1:1000 Horizontal Scale: 1cm = 10m Vertical Scale: 1cm = 1m | | Drawing Title: PLAN AND PROFILE KM 163+000 TO KM 164+000 (SAMBALPUR - ROURKELA) |
| Date: April 2010 Drawn By: [Signature] Designed By: Subir Roy Checked By: S. Rasthi Approved By: Anandish | Date: [Blank] By: [Blank] | Drawing Number: 73231LASAHIGHWAYSPPPP - 160 |
| REVISION | | |





| | | | | | | | | | | | |
|---------------------|---------------|-----------------|-------------------------|---------------------------------------|---|--|--|--|---|--|---|
| <div>REVISION</div> | <div>By</div> | <div>Date</div> | <div>Descriptions</div> | <div>Drawing Title :</div> | | | | <div>Scale :</div> <div><div><div>010m</div><div>0 20 40 60 80 100</div><div>Horizontal Scale</div></div><div><div>0 2 4 6 8 10</div><div>Vertical Scale</div></div></div> | <div>CONSULTANTS:</div> <div><div><div><div><div><div></div></div><div>PricewaterhouseCoopers</div></div><div>10th Floor, Tower 1A, B-1, Sector 10, Gurgaon-12001</div></div><div><div>In JV with</div><div><div><div><div><div></div></div><div>LSA Associates South Asia Pvt. Ltd.</div></div><div>10th Floor, 101, B-1, Sector-10, Mediant Road, New Delhi-110047</div></div><div>International Centre</div></div></div></div></div> | <div>Client:</div> <div>PPPTechno-Economic Feasibility Study and Transaction Advisor for Selected State Roads in the State of Orissa</div> | <div>Project:</div> <div>PPPTechno-Economic Feasibility Study and Transaction Advisor for Selected State Roads in the State of Orissa</div> |
| | | | | <div>Date</div> <div>April 2010</div> | <div>Drawn By</div> <div>Tanish Javed</div> | <div>Designed By</div> <div>Sudhir Roy</div> | <div>Checked By</div> <div>S. Rakesh</div> | | | | |



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

CONCESSION AGREEMENT

**Four-Laning with Paved Shoulders of Sambalpur-
Rourkela Section of SH-10 from Km 4.900 to 167.900
Km in the State of Odisha to be Executed as BOT (Toll)
Project On DBFOT Pattern**

BETWEEN

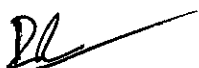
GOVERNMENT OF ODISHA, WORKS DEPARTMENT

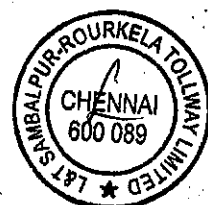
AND

L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

**VOLUME III
ANNEXURES**

NOVEMBER, 2013


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



CONTENTS

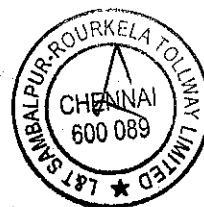
| ANNEXURE | DOCUMENT | LETTER REF/DATE | PAGE |
|----------|--|---|------|
| I | Invitation to bid – Prequalification Letter | PMU-WB-102/12-2018(14) dated 18/01/2013 | 457 |
| II | Instruction to Bidders (RFP Volume I) | Dated January 2013 | 460 |
| III | Reply to Pre bid queries & Addenda | | 506 |
| IV | Enclosures to Bid: | | 576 |
| | (a) Bank Guarantee including amendments | No. 005GM07130530002 dated 22/02/2013 along with amendments | 579 |
| | (b) Power of Attorney for Signing the Bid | Executed on 25/02/2013 | 592 |
| V | Financial Proposal | Letter dated | 601 |
| VI | Government of Odisha approval of the Bid | No.07-64-66-0001-2013- 10801 /W dated 03/10/2013 | 607 |
| VII | Letter of Award (LOA) | PMU-WB-64/2013-43899 dated 05/10/2013 | 609 |
| VIII | Letter of Acceptance of LOA | Letter dated 08/10/2013 | 613 |
| IX | SPV formation documents (list of documents as per the letter) | Letter dated 24/10/2013 | 619 |
| X | Power of Attorney for Signing the Concession Agreement | Letter dated 24/10/2013 | 671 |


 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



ANNEXURE I**Invitation to bid – Prequalification Letter**

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751001**

Letter No. PMU - WB - 102 / 12 -

2018 (14)

Dt. 18.11.13

From

Er. Nalini Kanta Pradhan
Chief Engineer, World Bank Projects, Odisha
Tel: +91 674 239 6783 / Fax: +91 674 239 0080
Email: pmuosrp@gmail.com

To

All Pre-Qualified Applicants
(As per list given below)

Sub: RFP for Four-Laning with Paved Shoulders of Sambalpur-Rourkela Section of SH-10 From Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) Project on DBFOT Pattern

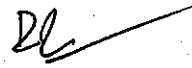
Ref: RFQ issued vide this office No. 33569 Dt. 01 Oct 2012

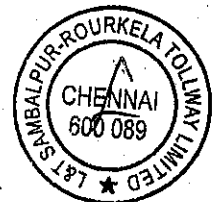
Sir,

With reference to the RFQ Applications received upto **14th Nov 2012**, the undersigned, on behalf of the Government of Odisha in Works Department, hereby announces the list of pre-qualified applicants for the above project as given below in accordance with the Clause 1.2.1 of RFQ document for the above mentioned project:

| <i>Sl.</i> | <i>Name of Applicant</i> |
|------------|---|
| 1 | TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited |
| 2 | Soma Tollways Private Limited |
| 3 | IL&FS Transportation Networks Limited (ITNL) |
| 4 | Galfar - SREI Consortium |
| 5 | Oriental Structural Engineers Pvt. Ltd. |
| 6 | PRIL-SEL Consortium |
| 7 | Essel Infraprojects Limited |
| 8 | Uniquet Infra Ventures Private Limited |
| 9 | GAYATRI PROJECTS LIMITED |
| 10 | M/s KNR - GVR Consortium |
| 11 | Gammon Road Infrastructure Limited |
| 12 | M/s Ashoka Buildcon Limited |
| 13 | L & T Infrastructure Development Projects Limited (L&T IDPL) |
| 14 | SEW INFRASTRUCTURE LIMITED |

2. The above Pre-Qualified Applicants are required to ensure continuing compliances to the provisions of Clause 2.2.1 of RFQ. Please note that the provisions of RFQ shall apply mutatis-mutandis to all the Pre-Qualified Applicants.


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



3. **BID Stage:** The above Pre-Qualified Applicants are now eligible for participation in the second stage of the Bidding Process (the "Bid Stage"). The sale of Request for Proposal (RFP) Document comprising Volume I (Invitation for Bids), Volume II (Draft Concession Agreement with Schedules) & Volume III (Feasibility Report) in this regard shall commence with effect from 19th Jan 2013 for the project and the last date of purchase of RFP document is upto 17:00 Hours of 16th March, 2013. The last date of submission of the completed BID documents is up to 16:00 Hours of 18th March, 2013. The RFP Document for the project shall be provided to the above Pre-Qualified Applicants on payment of (non-refundable) Rs.2,73,000 (Rupees Two Lakhs Seventy three Thousands) only (inclusive of 5% VAT) towards fee for RFP Document by way of cross Demand Draft / Pay Order drawn in favour of "Executive Engineer, Project Management Unit, Odisha State Roads Project" issued by any scheduled Bank payable at Bhubaneswar, India. RFP documents can also be download from <http://osrp.gov.in>. In case of downloaded documents, the applicant must submit the afresaid cost in the prescribed format alongwith the completed BID failing which the bid shall be rejected.
4. A Pre-BID meeting of the interested parties shall be held in the Conference Hall of the office of undersigned on 12th February, 2013 at 16.30 hours.
5. The undersigned reserves the right to accept/ reject any or all bids without assigning any reason thereof. The undersigned may update, amend or supplement the information by amendment in the RFP document at its discretion, under intimation to the Pre-Qualified Applicants, but before the due date.

Yours sincerely,

[Signature]
18/1/13
Chief Engineer

World Bank Projects, Odisha

Memo No.

2019

Dt.

18-1-13

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information. This is with reference to the recommendation of the Evaluation Committee held under the chairmanship of EIC (Civil), Odisha on 4th Jan 2013.

[Signature]
18/1/13
Chief Engineer

World Bank Projects, Odisha

Memo No.

2020

Dt.

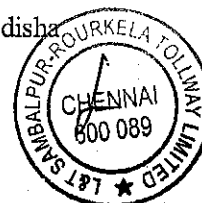
18-1-13

Copy to Mr. Mansih R. Sharma, Executive Director, [Authorized Signatory], M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar, Email: manish.r.sharma@in.pwc.com; for information.

[Signature]
18/1/13
Chief Engineer

World Bank Projects, Odisha

[Signature]
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Memo No.

2021

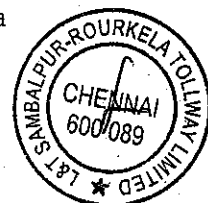
Dt. 18-1-13

Copy forwarded to the following Pre-Qualified Applicants for favour of information.

1. **TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited**
TRIL Roads Private Limited,
Elphinstone Building, 2nd Floor,
10, Veer Nariman Road, Mumbai – 400 001
Email: pdkarkaria@tata.com ; ngoyal@tata.com ;
rakshit.jain@autostrade-india.com;
Stefano.bonomolo@autostrade.it
2. **Soma Tollways Private Limited**
14, Avenue – 4, Banjara Hills,
Hyderabad – 500 034, Andhra Pradesh
Email: info@soma.co.in
3. **IL&FS Transportation Networks Limited (ITNL)**
The IL&FS Financial Centre,
Plot C – 22, G – Block, Bandra Kurla
Complex,
Bandra (E), Mumbai – 400 051
Email: ravi.sreehari@ilfsindia.com
4. **Galfar – SREI Consortium**
Galfar Engineering & Contracting (India) Pvt.
Ltd.,
16th Floor, Tower – A, Building No. 5,
DLF Cyber City, Gurgaon – 122 001
Email: pankajtomar@galfar.com;
partha.chaudhury@srei.com
5. **Oriental Structural Engineers Pvt. Ltd.**
21, Commercial Complex, Malcha Marg,
Diplomatic Enclave, New Delhi – 110 021
Email: v.c.verma@orientalindia.com
6. **PRIL-SEL Consortium**
(Piramal Roads Infra Pvt. Ltd – Sadbhav
Engineering Ltd. Consortium)
1, Peninsula Spenta, Mathuradas Mills,
Senapati Bapat Marg, Lower Parel,
Mumbai – 400 013
Email: gauri.desai@piramalroadsinfra.com ;
nitin@sadbhaveng.com
7. **Essel Infraprojects Limited**
Kohinoor City, 513 A Wing, 5th Floor,
Kirod Road, Off L. B. S. Marg,
Kurla (west), Mumbai – 400 070
Email: venkateshan@infra.esselgroup.com
8. **Uniquet Infra Ventures Private Limited**
2nd Floor, The Capital Court,
Olof Palme Marg, Munirka,
New Delhi – 110 067
Email: k.krishnakanth@uniquetinfra.com
9. **GAYATRI PROJECTS LIMITED**
6 – 3 – 1090, TSR Towers, Rajbhavan Road,
Somajiguda, Hyderabad – 500 082
Andhra Pradesh
Email: gplhyd@gayatri.co.in;
kmaniraju@gmail.com
10. **M/s KNR – GVR Consortium**
M/s KNR Constructions Limited
KNR House, 3rd & 4th Floor,
Plot No. 114, Phase – I, Kavuri Hills,
Hyderabad – 500 033
Email: knrcl@rediffmail.com ; info@knrcl.com
11. **Gammon Road Infrastructure Limited**
Orbit Plaza, 5th Floor, Plot No. 952 / 954,
New Prabhadevi Road, Prabhadevi,
Mumbai – 400025
Email: info@gammoninfra.com
12. **M/s Ashoka Buildcon Limited**
“Ashoka House”, Ashoka Marg,
Ashoka Nagar, Nashik – 422011, Maharastra
Email: ajay.kankariya@ashokabuildcon.com
Fax: 0252 – 2236704
13. **L & T Infrastructure Development Projects Limited (L&T IDPL)**
P.O. Box No. 979, Mount Poonamallee Road,
Manapakkam, Chennai – 600089
Email: jsn@lntidpl.com
Fax: 044 – 22528788
14. **SEW INFRASTRUCTURE LIMITED**
6 - 3 871, “Snehalata”, Green Lands Road,
Begumpet, Hyderabad – 600016
Andhra Pradesh
Email: lalit.arora@sewinfrastructure.com;
svr.gopavaram@sewinfrastructure.com

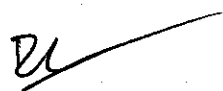
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

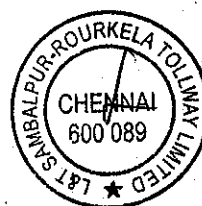
Chief Engineer
World Bank Projects, Odisha



ANNEXURE II

(Instruction to Bidders (RFP Volume I))


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





GOVERNMENT OF ODISHA
(WORKS DEPARTMENT)

NAME OF WORK:

FOUR-LANING WITH PAVED SHOULDERS OF
SAMBALPUR-ROURKELA SECTION OF SH-10
FROM KM 4.900 (SAMBALPUR) TO 167.900 KM
(ROURKELA) IN THE STATE OF ODISHA TO BE
EXECUTED AS BOT (TOLL) PROJECT ON DBFOT
PATTERN

INTERNATIONAL COMPETITIVE BIDDING

January, 2013

(REQUEST FOR PROPOSAL DOCUMENT)
VOLUME – I
INVITATION FOR BIDS

CHIEF ENGINEER

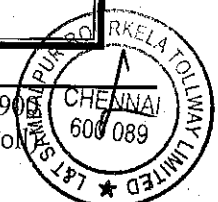
World Bank Projects, Odisha

O/o E.I.C. (Civil), Odisha, Nirman Soudha, Keshari Nagar.

Unit – V, Bhubaneswar – 751001 (India)

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Request For Proposal

Government of Odisha
Works Department, Bhubaneswar
LETTER OF INVITATION

Dated

To,

.....

.....

.....

Sub: RFP for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project

Dear Sir,

Pursuant to your application in response to our Request for Qualification for the abovesaid project (the "RFQ"), you were short listed as a Bidder, and asked vide our letter No. PMU – WB – 102/12 - 2018 dated 18th January, 2013 to remit the fee for RFP document (the "RFP") within a week. We acknowledge your remittance of Rs. 2, 73,000 /- (Rs. Two lakhs seventy three thousand only) (inclusive of 5% VAT) in the form of Demand Draft from any scheduled bank in favour of '*Executive Engineer, Project Management Unit, Odisha State Roads Project*' payable at Bhubaneswar as the cost of procuring the RFP documents, which are enclosed.

You are requested to participate in the Bid Stage and submit your financial proposal (the "Bid") for the aforesaid project in accordance with the RFP.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

Chief Engineer
World Bank Projects, Odisha

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

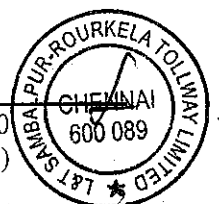


TABLE OF CONTENTS

| S. No. | Contents | Page No. |
|----------|--|----------|
| | Letter of Invitation | 1 |
| | Disclaimer | 4 |
| | Glossary | 6 |
| 1 | Introduction | 8 |
| | 1.1 Background | 8 |
| | 1.2 Brief description of Bidding Process | 9 |
| | 1.3 Schedule of Bidding Process | 11 |
| 2 | Instructions to Bidders | 12 |
| A | General | 12 |
| | 2.1 General terms of Bidding | 12 |
| | 2.2 Change in composition of the Consortium | 15 |
| | 2.3 Change in Ownership | 16 |
| | 2.4 Cost of Bidding | 16 |
| | 2.5 Site visit and verification of information | 16 |
| | 2.6 Verification and Disqualification | 17 |
| B | Documents | 18 |
| | 2.7 Contents of the RFP | 18 |
| | 2.8 Clarifications | 19 |
| | 2.9 Amendment of RFP | 19 |
| C | Preparation and Submission of Bids | 20 |
| | 2.10 Format and Signing of Bid | 20 |
| | 2.11 Sealing and Marking of Bids | 20 |
| | 2.12 Bid Due Date | 21 |
| | 2.13 Late Bids | 21 |
| | 2.14 Contents of the Bid | 21 |
| | 2.15 Modifications/ Substitution/ Withdrawal of Bids | 22 |
| | 2.16 Rejection of Bids | 22 |
| | 2.17 Validity of Bids | 22 |
| | 2.18 Confidentiality | 22 |
| | 2.19 Correspondence with the Bidder | 23 |
| D | Bid Security | 23 |
| | 2.20 Bid Security | 23 |
| 3 | Evaluation of Bids | 25 |
| | 3.1 Opening and Evaluation of Bids | 25 |
| | 3.2 Tests of responsiveness | 25 |
| | 3.3 Selection of Bidder | 25 |
| | 3.4 Contacts during Bid Evaluation | 26 |

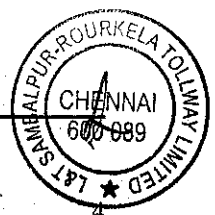


| | | |
|---|-----------------------------|----|
| 4 | Fraud and Corrupt Practices | 27 |
| 5 | Pre-Bid Conference | 29 |
| 6 | Miscellaneous | 30 |

Appendices

| | | |
|-----|---|----|
| I | Letter comprising the Bid | 32 |
| II | Bank Guarantee for Bid Security | 37 |
| III | Power of Attorney for signing of Bid | 40 |
| IV | Power of Attorney for Lead Member of Consortium | 42 |
| V | Guidelines of the Department of Disinvestment | 44 |

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern
Chief Engineer
DPI & Roads
Odisha, 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.

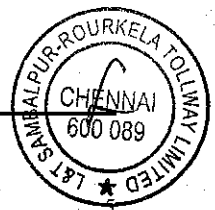
Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. 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.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBOT pattern
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

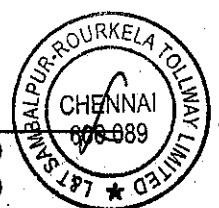


The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBEOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



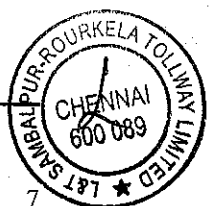
GLOSSARY

| | |
|------------------------------|------------------------------|
| Authority | As defined in Clause 1.1.1 |
| Associate | As defined in Clause 2.1.14 |
| 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 Stage | As defined in Clause 1.2.1 |
| Concession | As defined in Clause 1.1.5 |
| Concession Agreement | As defined in Clause 1.1.2 |
| Concessionaire | As defined in Clause 1.1.2 |
| Conflict of Interest | As defined in Clause 2.1.14 |
| Damages | As defined in Clause 2.1. 14 |
| DBFOT | As defined in Clause 1.1.1 |
| Demand Draft | As defined in Clause 2.20.2 |
| Estimated Project Cost | As defined in Clause 1.1.4 |
| Feasibility Report | As defined in Clause 1.2.3 |
| Government | Government of Odisha |
| Grant | As defined in Clause 1.2.7 |
| Highest Bidder | As defined in Clause 1.2.7 |
| LOA | As defined in Clause 3.3.5 |
| Member | Member of a Consortium |
| PPP | Public Private Partnership |
| Premium | As defined in Clause 1.2.7 |
| 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 |
| RFQ | As defined in Clause 2.1.2 |
| Selected Bidder | As defined in Clause 3.3.1 |

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. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Invitation for Proposal

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on BOT pattern
Chief Engineer
DPI & Road pattern
Odisha, Bhubaneswar



1. INTRODUCTION

1.1 Background

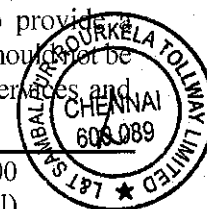
- 1.1.1 The Government of Odisha, through Works Department, Bhubaneswar (the “**Authority**”) is engaged in the development of State highways and as part of this endeavour, the Authority has decided to undertake development and operation/ maintenance of the “Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern” Project (the “**Project**”) through Public Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

| Name of the Highway | Proposed Length (in Km) | Estimated Project Cost (In Rs. Cr.) |
|---|----------------------------|--|
| Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern | 161.7 Km | 1292.56 |

- 1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include rehabilitation, upgradation and widening of the existing carriageway to four-lane standards with construction of new pavement, rehabilitation of existing pavement, construction and/ or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc. and the operation and maintenance thereof.
- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 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 Concessionaire.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession 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, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

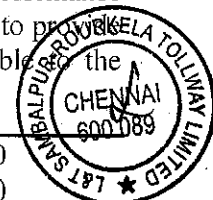
- 1.2.1 The Authority has adopted a two-stage process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The first stage (the "**Qualification Stage**") of the process involved pre-qualification of interested parties/ Consortia in accordance with the provisions of the RFQ. At the end of the Qualification Stage, the Authority short-listed Applicants who are eligible for participation in this second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposals.

GOI has issued guidelines (see Appendix-V 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 an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I

- 1.2.2 In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the "**Bidders**", which expression shall, unless repugnant to the context, include the Members of the Consortium) are being called upon to submit their financial offers (the "**Bids**") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").
- 1.2.3 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Feasibility Report prepared by the Authority/ consultants of the Authority (the "**Feasibility 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.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 12.93 crore (Rupees Twelve crore and ninety three lakh only) (the "**Bid Security**"), refundable not later than 60 (sixty) 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 Concession Agreement. The Bidders will have an option to provide the Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 67.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFO pattern

DPI & Roads
Odisha, Bhubaneswar



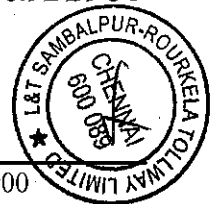
Authority, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority 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 During the Bid Stage, Bidders are invited 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 Concession including implementation of the Project.
- 1.2.6 Bids are invited for the Project on the basis of the lowest financial grant (the “**Grant**”) required by a Bidder for implementing the Project. A Bidder may, instead of seeking a Grant, offer to pay a premium in the form of revenue share and/ or upfront payment, as the case may be, (the “**Premium**”) to the Authority for award of the Concession. The concession period is pre-determined, as indicated in the Concession Agreement. The Grant/ Premium amount shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the highest Premium, and in the event that no Bidder offers a Premium, then to the Bidder seeking the lowest Grant.

In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Premium, and where no Bidder is offering a Premium, the Bidder seeking the lowest Grant.

- 1.2.7 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.8 The Concessionaire shall be entitled to levy and charge a pre-determined user fee from users of the Project.
- 1.2.9 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.5 below. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project”.



Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4,900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

| Event Description | Date |
|--|---|
| 1. Last date for receiving queries | 25 days from the date of RFP |
| 2. Pre-Bid meeting-1 | 16:30 Hours on 12th February, 2013 |
| 3. Authority response to queries latest by | 35 days from the date of RFP |
| 4. Deleted | Deleted |
| 5. Bid Due Date | 16:00 Hours on 18th March, 2013 |
| 6. Opening of Bids | 16:30 Hours On Bid Due Date at least 45 days from the date of RFP |
| 7. Letter of Award (LOA) | Within 30 days of Bid Due Date |
| 8. Validity of Bids | 120 days of Bid Due Date |
| 9. Signing of Concession Agreement | Within 30 days of award of LOA |

APPROVED

Sd/- N K Pradhan
Chief Engineer,
World Bank Projects, Odisha

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 767.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

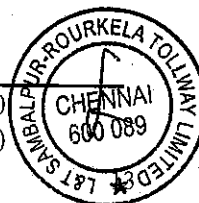


2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

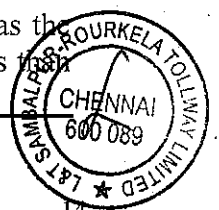
- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the "RFQ") shall have the meaning assigned thereto in the RFQ.
- 2.1.3 The Feasibility 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 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.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession 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 Concession Agreement.
- 2.1.5 The Bid should be furnished in the format at Appendix-I, clearly indicating the bid amount in both figures and words, in Indian Rupees, and 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 Bid shall consist of a Grant or a Premium, as the case may be, to be quoted by the Bidder. Grant shall be payable by the Authority to the Concessionaire and the Premium shall be payable by the Concessionaire to the Authority, as the case may be, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
- 2.1.7 The Bidder shall deposit a Bid Security of Rs. 12.93 crore (Rupees Twelve crore and ninety three lakh only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II.



- 2.1.8 The validity period of the Bank Guarantee or Demand Draft, as the case may be, 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 60 (sixty) 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 Concession Agreement.
- 2.1.9 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.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 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 2.1.13 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.
- 2.1.14 A 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. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate 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 an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five) per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 10%.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFO pattern

DPI & Roads
Odisha, Bhubaneswar



5% (five) per cent 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 2.1.14, 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, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate 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 Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

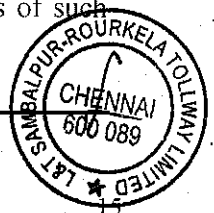
Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). 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 by operation of law.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 16.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

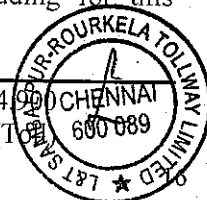


- 2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related to or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession 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 Concessionaire for the same. For the avoidance of 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 RFQ for the Project. 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.
- 2.1.16 This RFP is not transferable.
- 2.1.17 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.18 (a) The Bidder, in case it does not have the O&M experience specified in Clause 2.2.3 of the RFQ, by submitting its Bid, shall be deemed to acknowledge and agree that for a period of at least 5 (five) years from the date of commercial operation of the Project, it shall enter into an operation & maintenance (O&M) agreement with an entity having the specified experience, failing which the Concession Agreement shall be liable to termination.

2.2 Change in composition of the Consortium

- 2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:
- (a) the Lead Member continues to be the Lead Member of the Consortium;
 - (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
 - (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant Member/ Associate of any other Consortium bidding for this Project.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4900 (Sambalpur) to 67.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

2.2.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-IV, prior to the Bid Due Date.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

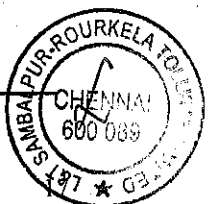
2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, 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 Concession Agreement or otherwise.

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.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBEOT pattern.

Chief Engineer
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Odisha, Bhubaneswar



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 and 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.

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;
- (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;
- (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 Concession Agreement by the Concessionaire
- (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.

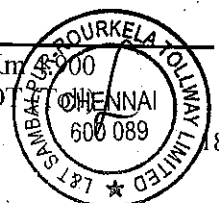
2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information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

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



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 Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions 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 Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession 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 Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. 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 Concession Agreement, or otherwise.

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.

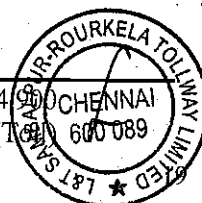
Invitation for Bids

Section 1. Introduction

Section 2. Instructions to Bidders

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



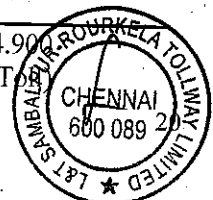
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Bid
 - II. Bank Guarantee for Bid Security
 - III. Power of Attorney for signing of Bid
 - IV. Power of Attorney for Lead Member of Consortium
 - V. Guidelines of the Department of Disinvestment
- 2.7.2 The draft Concession Agreement and the Feasibility 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 or by fax and e-mail in accordance with Clause 1.2.10. 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 within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The 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.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and 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.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project by DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



- 2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 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.¹

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 in the required formats and complete in all respects.
- 2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

- 2.11.1 The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as "BID".
- 2.11.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as "Enclosures of the Bid". The documents shall include:
- (a) Bid Security in the format at Appendix-II;
 - (b) Power of Attorney for signing of Bid in the format at Appendix-III;
 - (c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV; and
 - (d) A copy of the Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove.
- 2.11.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked "Copy of Documents".

¹ While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.



- 2.11.4 The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

“Bid for the Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project” 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 each of the envelopes.

- 2.11.5 Each of the envelopes shall be addressed to:

ATTN. OF: Mr Nalini Kanta Pradhan
DESIGNATION Chief Engineer, World Bank Projects, Odisha
ADDRESS Office of the Engineer-in-Chief (Civil), Odisha,
Nirman Soudha, Keshari Nagar, Unit-V,
Bhubaneswar -751001, Odisha, INDIA
FAX NO: +91-674-2390080
E-MAIL ADDRESS: pmuosrp@gmail.com

- 2.11.6 If the envelopes are 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.

- 2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

- 2.12.1 Bids should be submitted before 1600 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.5.

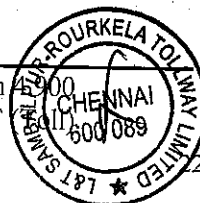
- 2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



2.14 Contents of the Bid

- 2.14.1 The Bid shall be furnished in the format at Appendix-I and shall consist of a Grant or Premium, as the case may be, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Grant or Premium, as the case may be, required by him or offered by him, as the case may be, to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.
- 2.14.2 Generally, the Project will be awarded to the Highest Bidder.
- 2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.14.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

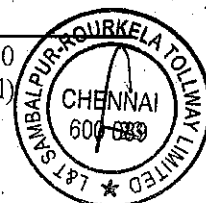
- 2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

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.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DB/OT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



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.

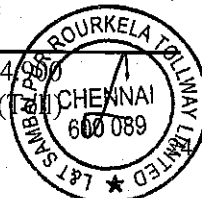
D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority 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. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Odisha (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.20.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due

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Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Date. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

- 2.20.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession 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 Concession Agreement.
- 2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 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.
- 2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid;
 - (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 Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or
 - (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

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Sd/- N K Pradhan
Chief Engineer,
World Bank Projects, Odisha

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3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at 1630 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

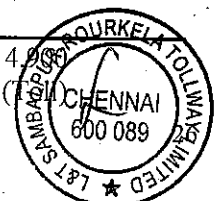
3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the format at Appendix-I;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.1.7;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any 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.

3.3 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 3.2.1 and who quotes the highest Premium offered to the Authority, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Grant to be paid by the Authority shall be declared as the selected Bidder (the "**Selected Bidder**"). 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.
- 3.3.2 In the event that two or more Bidders quote the same amount of Premium or Grant, as the case may be (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by

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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 Highest Bidder withdraws or is not selected for any reason in the first instance (the **"first round of bidding"**), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the **"second round of bidding"**). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the **"third round of bidding"**) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.3.5 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, and the next eligible Bidder may be considered.
- 3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession 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 Concession Agreement.

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.

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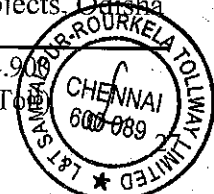
Sd/- N K Pradhan

Chief Engineer,

World Bank Projects, Odisha

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.908 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
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Odisha, Bhubaneswar



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 Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, 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 Concession 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 Concession Agreement, or otherwise if a Bidder or Concessionaire, 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 Concession Agreement, such Bidder or Concessionaire 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 Concessionaire, 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 Clause 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 Concession 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 2.1.15 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 Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession 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;

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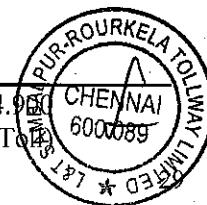
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (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.

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Sd/- N K Pradhan
Chief Engineer,
World Bank Projects, Odisha

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.950 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFO pattern

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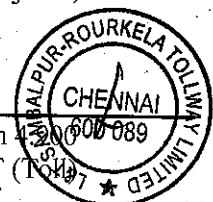


5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

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Sd/- N K Pradhan
Chief Engineer,
World Bank Projects, Odisha



Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 43.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBOT pattern

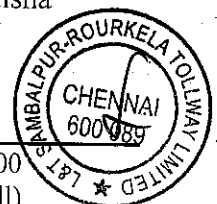
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6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhubaneswar 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.
- 6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
 - (b) the RFQ.
- i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

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Chief Engineer,
World Bank Projects, Odisha

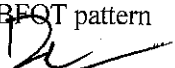


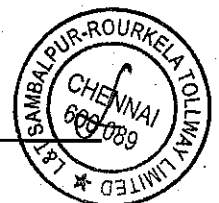
Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

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APPENDICES

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



APPENDIX-I
LETTER COMPRISING THE BID

(Refer Clauses 2.1.5 and 2.14)

Dated:

To,

Chief Engineer, World Bank Projects, Odisha
Office of the Engineer-in-Chief (Civil), Odisha,
Nirman Soudha,
Keshari Nagar, Unit – V,
Bhubaneswar – 751 001,
Odisha, INDIA

Sub:- Bid for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project.

Dear Sir,

With reference to your RFP document dated *****^{\$}, 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.

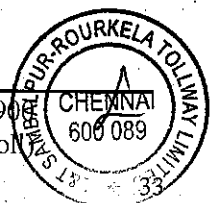
2. I /We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which 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 Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
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 reasons 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 Consortium Members[£] or our/their Associates 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

^{\$} All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
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Odisha, Bhubaneswar



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 2.1.14 and 2.1.15 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
- (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 RFQ for the Project 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 of the RFP document.

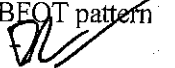
9. I/We believe that we/our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.

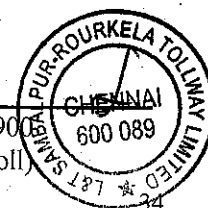
10. I/We declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/any other Consortium submitting a Bid for the Project.

11. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates 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 Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.90 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBEOT pattern

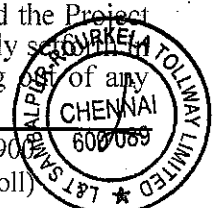

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13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.
14. I/We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/42001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V 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 acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2(two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
17. I/We acknowledge and agree that in the event of a change in control of an Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or shall incorporate as such prior to execution of the Concession Agreement.
19. 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.
20. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Concession 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.
21. 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 out in the Concession Agreement, we shall have no claim, right or title arising

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.90 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



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 Concession.

22. I/We offer a Bid Security of Rs. 12.93 crore (Rupees Twelve crore and ninety three lakh only) to the Authority in accordance with the RFP Document.
23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
25. 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/Concession is not awarded to me/us or our Bid is not opened or rejected.
26. The Premium /Grant has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
27. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}
29. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
30. I/We hereby submit our Bid and [offer a Premium in the form Rs. _____ (in words) out of the gross revenues of the Project as share of the Authority/ require a Grant of Rs. _____ (Rupees _____ only), (Strike out whichever is not applicable)] for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement"
31. In witness thereof. I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully

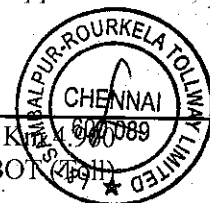
Date: (Signature, name and designation of the Authority signatory)

Place: Name and seal of Bidders/Lead Member

Note:- Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidders-specific particulars.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km. 167.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



APPENDIX-II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.20.1)

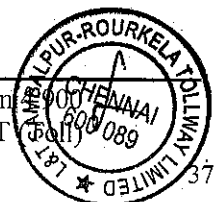
B.G. No.

Dated:

1. In consideration of you, Government of Odisha, through Works Department, Bhubaneswar, having its office at Bhubaneswar, (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 (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Consortium) (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 Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900(Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project on DBFOT 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 concession 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 2.1.7 read with Clause 2.1.8 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. 12.93 crore (Rupees Twelve crore and ninety three lakh 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. 12.93 crore (Rupees Twelve crore and ninety three lakh only)

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900(Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT project on DBFOT pattern

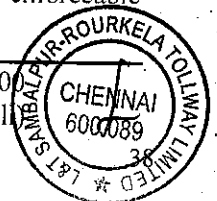
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



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 name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
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

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.90 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



against the Bank, notwithstanding any other security which the 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. 12.93 crore (Rupees Twelve crore and ninety three lakh 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

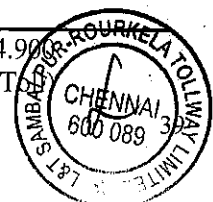
By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



APPENDIX-III

Power of Attorney for signing of Bid

(Refer Clause 2.1.9)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium 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 Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern the Project proposed or being developed by the Government of Odisha, through Works Department, Bhubaneswar (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' 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 Concession 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 till the entering into of the Concession Agreement 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, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

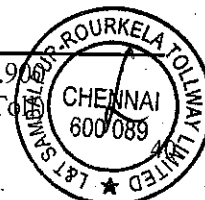
- 1.
- 2.

Accepted Notarised

(Signature, name, designation and address of the Attorney)

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Notes:

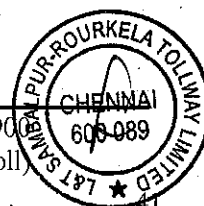
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBEOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



APPENDIX-IV

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

Whereas the Government of Odisha, through Works Department, Bhubaneswar (the "Authority") has invited bids from pre-qualified and short-listed parties for the Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900(Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project (the "Project").

Whereas, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

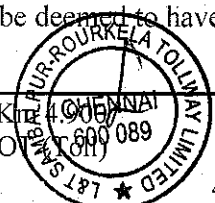
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium 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 Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900(Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
....., 20.....

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

(Executants)

(To be executed by all the Members of the
Consortium)

Witnesses:

1.

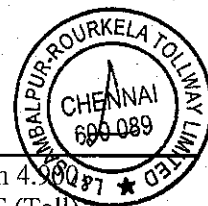
2.

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 executant(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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.



Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

APPENDIX-V

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No.6/4/2001-DD-II
Government of India
Department of DisinvestmentBlock 14, CGO Complex
New Delhi
Dated 13th July, 2001

OFFICE MEMORANDUM

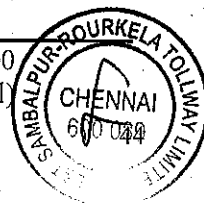
Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment.

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 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

Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (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.

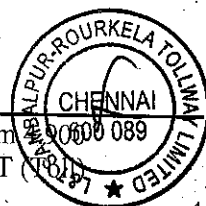
Sd/-

(A.K. Tewari)

Under Secretary to the Government of India

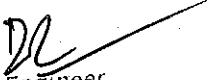
Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT project on DBFOT pattern

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



ANNEXURE III

Reply to Pre bid queries & Addenda


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751001

Letter No. PMU - WB - 102 / 12 -

11068 (14)

Dt. 15-03-2013

From

Er. Nalini Kanta Pradhan
 Chief Engineer, World Bank Projects, Odisha
 Tel: +91 674 239 6783 / Fax: +91 674 239 0080
 Email: pmuosrp@gmail.com

To

All Pre-Qualified Applicants (As per list given below)

| Sl. | Name of Applicant |
|-----|---|
| 1 | TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited |
| 2 | Soma Tollways Private Limited |
| 3 | IL&FS Transportation Networks Limited (ITNL) |
| 4 | Galfar - SREI Consortium |
| 5 | Oriental Structural Engineers Pvt. Ltd. |
| 6 | PRIL-SEL Consortium |
| 7 | Essel Infraprojects Limited |
| 8 | Uniquet Infra Ventures Private Limited |
| 9 | GAYATRI PROJECTS LIMITED |
| 10 | M/s KNR - GVR Consortium |
| 11 | Gammon Road Infrastructure Limited |
| 12 | M/s Ashoka Buildcon Limited |
| 13 | L & T Infrastructure Development Projects Limited (L&T IDPL) |
| 14 | SEW INFRASTRUCTURE LIMITED |

Sub: RFP for Four-Laning with Paved Shoulders of Sambalpur-Rourkela Section of SH-10 From Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) Project on DBFOT Pattern

Addendum to RFP and response to the Queries raised in Pre-bid meeting

Ref: i.) RFP issued vide this office No. 2018 Dt. 18 Jan 2013
 ii.) Pre-bid meeting held on 12th Feb 2013

Sir,

With reference to the RFP issued in the aforesaid letter and the pre-bid meeting please find attached the **Addendum No. 1 to the RFP** and response to the queries raised in the pre-bid meeting held on 12th Feb 2013 for your reference.

Yours sincerely,

[Signature]
 15/3/13
Chief Engineer

World Bank Projects, Odisha

Memo No.

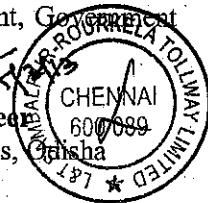
11069

Dt. 15-03-2013

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information.

[Signature]
 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar

[Signature]
 15/3/13
Chief Engineer
 World Bank Projects, Odisha



Copy to Mr. Mansih R. Sharma, Executive Director, [Authorized Signatory], M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar, Email: manish.r.sharma@in.pwc.com; for information.

Memo No.

11071 (14)

Dt.

15-03-2013

Chief Engineer

World Bank Projects, Odisha

Copy forwarded to the following Pre-Qualified Applicants for favour of information.

1. **TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited**
TRIL Roads Private Limited,
Elphinstone Building, 2nd Floor,
10, Veer Nariman Road, Mumbai – 400 001
Email: pdkarkaria@tata.com ; ngoyal@tata.com ;
rakshit.jain@autostrade-india.com;
Stefano.bonomolo@autostrade.it
2. **Soma Tollways Private Limited**
14, Avenue – 4, Banjara Hills,
Hyderabad – 500 034, Andhra Pradesh
Email: info@soma.co.in
3. **IL&FS Transportation Networks Limited (ITNL)**
The IL&FS Financial Centre,
Plot C – 22, G – Block, Bandra Kurla
Complex,
Bandra (E), Mumbai – 400 051
Email: ravi.sreehari@ilfsindia.com
4. **Galfar – SREI Consortium**
Galfar Engineering & Contracting (India) Pvt.
Ltd.,
16th Floor, Tower – A, Building No. 5,
DLF Cyber City, Gurgaon – 122 001
Email: pankajtomar@galfar.com;
partha.chaudhury@srei.com
5. **Oriental Structural Engineers Pvt. Ltd.**
21, Commercial Complex, Malcha Marg,
Diplomatic Enclave, New Delhi – 110 021
Email: v.c.verma@orientalindia.com
6. **PRIL-SEL Consortium**
(Piramal Roads Infra Pvt. Ltd – Sadbhav
Engineering Ltd. Consortium)
1, Peninsula Spenta, Mathuradas Mills,
Senapati Bapat Marg, Lower Parel,
Mumbai – 400 013
Email: gauri.desai@piramalroadsinfra.com ;
nitin@sadbhaveng.com
7. **Essel Infraprojects Limited**
Kohinoor City, 513 A Wing, 5th Floor,
Kior Road, Off L. B. S. Marg,
Kurla (west), Mumbai – 400 070
Email: venkateshan@infra.esselgroup.com
8. **Uniquet Infra Ventures Private Limited**
2nd Floor, The Capital Court,
Olof Palme Marg, Munirka,
New Delhi – 110 067
Email: k.krishnakanth@uniquetinfra.com
9. **GAYATRI PROJECTS LIMITED**
6 – 3 – 1090, TSR Towers, Rajbhavan Road,
Somajiguda, Hyderabad – 500 082
Andhra Pradesh
Email: gplhyd@gayatri.co.in;
kmaniraju@gmail.com
10. **M/s KNR – GVR Consortium**
M/s KNR Constructions Limited
KNR House, 3rd & 4th Floor,
Plot No. 114, Phase – I, Kavuri Hills,
Hyderabad – 500 033
Email: knrcl@rediffmail.com ; info@knrcl.com
11. **Gammon Road Infrastructure Limited**
Orbit Plaza, 5th Floor, Plot No. 952 / 954,
New Prabhadevi Road, Prabhadevi,
Mumbai – 400025
Email: info@gammoninfra.com
12. **M/s Ashoka Buildcon Limited**
“Ashoka House”, Ashoka Marg,
Ashoka Nagar, Nashik – 422011, Maharashtra
Email: ajay.kankariya@ashokabuildcon.com
Fax: 0252 – 2236704
13. **L & T Infrastructure Development Projects Limited (L&T IDPL)**
P.O. Box No. 979, Mount Poonamallee Road,
Manapakkam, Chennai – 600089
Email: jsn@lntidpl.com
Fax: 044 – 22528788
14. **SEW INFRASTRUCTURE LIMITED**
6 – 3 871, “Snehalata”, Green Lands Road,
Begumpet, Hyderabad – 600016
Andhra Pradesh
Email: lalit.arora@sewinfrastructure.com;
svr.gopavaram@sewinfrastructure.com

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Chief Engineer
World Bank Projects, Odisha

ADDENDUM No. 1
REQUEST FOR PROPOSAL DOCUMENT

NAME OF WORK:

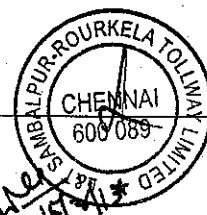
FOUR-LANING WITH PAVED SHOULDERS OF SAMBALPUR-ROURKELA SECTION OF SH-10 FROM KM 4.900 (SAMBALPUR) TO 167.900 KM (ROURKELA) IN THE STATE OF ODISHA TO BE EXECUTED AS BOT (TOLL) PROJECT ON DBFOT PATTERN

BID Identification No.:

PMU – WB – 102 / 12 - 2018 Dt. 18 Jan 2013

The following portions of the Request for Proposal Documents stands modified as mentioned below.

| Sl. No. | Reference to RFP Document | As existing | As amended | | | | | | | | | | | | | | | | | | | | |
|----------------|--|--|--|--|------------------|---------|-------|-----|--------|--------|-----|--------------|--|----------------|--|------------------|---------|-------|-----|--------|--------|-----|--------------|
| 1 | Vol. I: Invitation For Bids Cl. No. 1.3 (Page 12) | 1.3 Schedule of Bidding Process The Authority shall endeavour to adhere to the following schedule: 5. Bid Due Date : 16:00 Hours on 18th March, 2013 | 1.3 Schedule of Bidding Process The Authority shall endeavour to adhere to the following schedule: 5. Bid Due Date : 16:00 Hours on 15th May, 2013 | | | | | | | | | | | | | | | | | | | | |
| 2 | Vol. II: Draft Concession Agreement (Schedules) SCHEDULE – B Appendix BV: (Page 20) | Appendix-BV: Type and Width of median <table border="1"> <thead> <tr> <th colspan="2">Chainages (km)</th><th rowspan="2">Median Width (m)</th><th rowspan="2">Remarks</th></tr> <tr> <th>Start</th><th>End</th></tr> </thead> <tbody> <tr> <td>71+775</td><td>72+925</td><td>1.8</td><td>Toll Plaza 2</td></tr> </tbody> </table> | Chainages (km) | | Median Width (m) | Remarks | Start | End | 71+775 | 72+925 | 1.8 | Toll Plaza 2 | Appendix-BV: Type and Width of median <table border="1"> <thead> <tr> <th colspan="2">Chainages (km)</th><th rowspan="2">Median Width (m)</th><th rowspan="2">Remarks</th></tr> <tr> <th>Start</th><th>End</th></tr> </thead> <tbody> <tr> <td>71+775</td><td>71+925</td><td>1.8</td><td>Toll Plaza 2</td></tr> </tbody> </table> | Chainages (km) | | Median Width (m) | Remarks | Start | End | 71+775 | 71+925 | 1.8 | Toll Plaza 2 |
| Chainages (km) | | Median Width (m) | Remarks | | | | | | | | | | | | | | | | | | | | |
| Start | End | | | | | | | | | | | | | | | | | | | | | | |
| 71+775 | 72+925 | 1.8 | Toll Plaza 2 | | | | | | | | | | | | | | | | | | | | |
| Chainages (km) | | Median Width (m) | Remarks | | | | | | | | | | | | | | | | | | | | |
| Start | End | | | | | | | | | | | | | | | | | | | | | | |
| 71+775 | 71+925 | 1.8 | Toll Plaza 2 | | | | | | | | | | | | | | | | | | | | |
| 3 | Vol. II: Draft Concession Agreement (Schedules) SCHEDULE – B Appendix BIX: (Page 27) | Appendix BIX: Details of Proposed Flyovers | Appendix BIX is modified and enclosed to this Addendum. | | | | | | | | | | | | | | | | | | | | |
| 4 | Vol. II: Draft Concession Agreement (Schedules) SCHEDULE – B Appendix BX: (Page 27) | Appendix BX: Details of Proposed Vehicular underpasses | Appendix BX is modified and enclosed to this Addendum. | | | | | | | | | | | | | | | | | | | | |
| 5 | Vol. II: Draft Concession Agreement (Schedules) SCHEDULE – B Appendix BXI: (Page 28) | Appendix BXI: Details of Proposed Pedestrian, Reptile and Elephant Underpasses (PUP / RUP / EUP) | Appendix BXI is modified and enclosed to this Addendum. | | | | | | | | | | | | | | | | | | | | |
| 6 | Vol. II: Draft Concession Agreement (Schedules) SCHEDULE – B Appendix BXII: (Page 29) | Appendix BXII: Major bridges to be provided, reconstructed, widened and rehabilitated | Appendix BXII is modified and enclosed to this Addendum. | | | | | | | | | | | | | | | | | | | | |



510

| Sl. No. | Reference to RFP Document | As existing | As amended | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------|--|---|--|-----------------------------------|---|---|-----------|-------|---|-----------|-------|---|------------|-------|--|-------|--------|---|--------|-----------------------------------|---|---|-----------|-------|---|-----------|-------|---|------------|-------|--|-------|--------|
| 7 | Vol. II: Draft Concession Agreement (Schedules) SCHEDULE - B Appendix BXIII: (Page 30) | Appendix BXIII: Minor bridges to be provided, reconstructed, widened and rehabilitated | Appendix BXIII is modified and enclosed to this Addendum. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Vol. II: Draft Concession Agreement (Schedules) SCHEDULE - B Appendix BXV: (Page 42) | Appendix BXV: Details of Proposed ROB / RUB & FLY OVERS | Appendix BXV is modified and enclosed to this Addendum. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Vol. II: Draft Concession Agreement (Schedules) SCHEDULE - C Annex - I (Page 44 - 47) | Annex - I (Schedule-C) Project Facilities for Four-Laning | Annex I (Schedule C) is modified and enclosed to this Addendum. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Vol. II: Draft Concession Agreement (Schedules) SCHEDULE - R (Page 81 - 86) | SCHEDULE - R (See Clause 27.1.1) FEE NOTIFICATION GOVERNMENT OF ODISHA (Public Works Department) <table border="1"> <thead> <tr> <th>S. No.</th><th>Location of Toll Plaza (chainage)</th><th>Length (in km) for which Fee is payable</th></tr> </thead> <tbody> <tr> <td>1</td><td>At 17/025</td><td>45.69</td></tr> <tr> <td>2</td><td>At 80/181</td><td>71.35</td></tr> <tr> <td>3</td><td>At 150/075</td><td>44.69</td></tr> <tr> <td></td><td>Total</td><td>161.73</td></tr> </tbody> </table> | S. No. | Location of Toll Plaza (chainage) | Length (in km) for which Fee is payable | 1 | At 17/025 | 45.69 | 2 | At 80/181 | 71.35 | 3 | At 150/075 | 44.69 | | Total | 161.73 | SCHEDULE - R (See Clause 27.1.1) FEE NOTIFICATION GOVERNMENT OF ODISHA (Public Works Department) <table border="1"> <thead> <tr> <th>S. No.</th><th>Location of Toll Plaza (chainage)</th><th>Length (in km) for which Fee is payable</th></tr> </thead> <tbody> <tr> <td>1</td><td>At 17/025</td><td>45.69</td></tr> <tr> <td>2</td><td>At 71/853</td><td>71.35</td></tr> <tr> <td>3</td><td>At 150/075</td><td>44.69</td></tr> <tr> <td></td><td>Total</td><td>161.73</td></tr> </tbody> </table> | S. No. | Location of Toll Plaza (chainage) | Length (in km) for which Fee is payable | 1 | At 17/025 | 45.69 | 2 | At 71/853 | 71.35 | 3 | At 150/075 | 44.69 | | Total | 161.73 |
| S. No. | Location of Toll Plaza (chainage) | Length (in km) for which Fee is payable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | At 17/025 | 45.69 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | At 80/181 | 71.35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | At 150/075 | 44.69 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total | 161.73 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| S. No. | Location of Toll Plaza (chainage) | Length (in km) for which Fee is payable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | At 17/025 | 45.69 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | At 71/853 | 71.35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | At 150/075 | 44.69 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total | 161.73 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Vol. III: Feasibility Report | Final Preliminary Project Report | The following additional reports prepared by the Technical Consultant are also part of the feasibility report which can be accessed from the project website. 1. Design Report 2. GADs of Structures 3. Social Report 4. Environment Report | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Vol. II: Draft Concession Agreement (Schedules) Annex-I, SCHEDULE - B | | New clause 4.17: Pond Ash for Embankment Construction Use of pond ash for embankment construction in pursuance of the instructions of MOEF or otherwise, would be in accordance with Manual of Specifications and Standards | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Chief Engineer
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Refer SL 3 of Addendum No.1**Appendix BIX: Details of Proposed Flyovers**


| S. No. | Structure No. (Bridge/Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Clear Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|--------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | FLY 01 | 78+107 | - | 1x35x5.5 | New Const | 1 x 12.00 |
| 2 | FLY 02 | 144+002 | - | 1x35x5.5 | New Const | 1 x 12.00 |

Refer SL 4 of Addendum No.1**Appendix BX: Details of Proposed Vehicular underpasses**

| S. No. | Structure No. (Bridge/Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Clear Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|--------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | VUP01 | 27+446 | - | 1x15x5.5 | New Const | 2 x 12.00 |
| 2 | VUP02 | 39+090 | - | 1x15x5.5 | New Const | 2 x 12.00 |
| 3 | VUP 03 | 82+081 | - | 1x15x5.5 | New Const | 2 x 12.00 |
| 4 | VUP 04 | 90+031 | - | 1x15x5.5 | New Const | 2 x 12.00 |

Refer SL 5 of Addendum No.1**Appendix BXI: Details of Proposed Pedestrian, Reptile and Elephant Underpasses (PUP / RUP / EUP)****Pedestrian underpasses**

| S. No. | Structure No. (Bridge/Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|--------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | PUP 02 | 63+156 | - | 1x5x3 | New Const | 2 x 12.00 |
| 2 | PUP 03 | 71+281 | - | 1x5x3 | New Const | 2 x 12.00 |
| 3 | PUP 04 | 73+481 | - | 1x5x3 | New Const | 2 x 12.00 |
| 4 | PUP 05 | 97+931 | - | 1x5x3 | New Const | 2 x 12.00 |
| 5 | PUP 06 | 103+081 | - | 1x5x3 | New Const | 2 x 12.00 |
| 6 | PUP 07 | 106+184 | - | 1x5x3 | New Const | 2 x 12.00 |
| 7 | PUP 08 | 109+806 | - | 1x5x3 | New Const | 2 x 12.00 |
| 8 | PUP 09 | 112+581 | - | 1x5x3 | New Const | 2 x 12.00 |
| 9 | PUP 10 | 135+881 | - | 1x5x3 | New Const | 2 x 12.00 |
| 10 | PUP 11 | 151+781 | - | 1x5x3 | New Const | 2 x 12.00 |
| 11 | PUP 12 | 157+186 | - | 1x5x3 | New Const | 2 x 12.00 |


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Reptile & Elephant underpasses

| S. No. | Structure No. (Bridge/Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|--------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | RUP01 | 26+000 | - | 1x3x3 | New Const | 27.00 |
| 2 | RUP02 | 46+970 | - | 1x3x3 | New Const | 27.00 |
| 3 | RUP03 | 57+150 | - | 1x3x3 | New Const | 27.00 |
| 4 | RUP04 | 60+750 | - | 1 x 1.2(HPC) | New Const | 27.00 |
| 5 | EUP | 93+646 | - | 1x10x6 | New Const | 27.00 |
| 6 | RUP05 | 107+172 | - | 1x3x3 | New Const | 27.00 |

Refer Sl. 6 of Addendum No.1**Appendix BXII: Major bridges to be provided, reconstructed, widened and rehabilitated****A. Construction of New Major Bridges**

| Sl. No. | Type of Structure | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|-------------------|-----------------|---------------------------------|---------------------|--|---------------------------------|---|-------------------------------|---------------------|---------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Proposed Deck width |
| 1 | MJBR | 41/253 | 12.75 + 6x36.08 + 12.75 | | End spans RCC T-Girder and intermediate spans string arch superstructure. Substructure RCC circular column on pile foundation. | 12.75 + 6x36.08 + 12.75 | RCC solid slab for 12.75m span and PSC T-Girder for 36.08m span | RCC wall type pier / abutment | Pile Foundation | 14.00 wit FP |
| 2 | MJBR | 65/253 | 26.85 + 3x47.2 + 26.85 | 0 | End spans RCC T-Girder and Intermediate Spans are PSC Box Girder. Substructure RCC wall type on well foundation. | 26.85 + 3x47.2 + 26.85 | PSC T-Girder for 26.85m span and PSC Box Girder for 47.2m span | RCC wall type pier / abutment | Pile Foundation | 14.00 wit FP |
| 3 | MJBR | 115/347 | 4x17.625 | 0 | Superstructure RCC Box Girder. Substructure RCC wall type on well foundation. | 4x17.625 | RCC T-Girder | RCC wall type pier / abutment | Open Foundation | 14.00 wit FP |
| 4 | MJBR | 142/661 | 4x15.15 | 0 | RCC T-Girder Substructure RCC wall type on Open foundation. | 2x30.3 | PSC T-Girder | RCC wall type pier / abutment | Open Foundation | 14.00 wit FP |
| 5 | MJBR | 152/520 | 2x16.2+5 x17 | 0 | RCC T-Girder. Substructure RCC wall type on well foundation. | 1x33.2+1x 51+1x33.2 | PSC T-Girder for 33.2m span and PSC Box Girder for 51m span | RCC wall type pier / abutment | Pile Foundation | 14.00 wit FP |
| 6 | MJBR | 163/600 | 4x15.25 | 0 | RCC T-Girder. Substructure RCC wall type on Open foundation. | 2x30.5 | PSC T-Girder | RCC wall type pier / abutment | Open Foundation | 14.00 wit FP |

B. Rehabilitation/Repair/widening of existing Major bridges

| SL. No. | Structure No. | Type of Repair & Rehabilitation Work | | | | | | | | |
|---------|---------------|--------------------------------------|--------------------|-------------------|-------------------------|---------------------|-----------------------------|-------------------|----------------------|--------------|
| | | Bearing Replacement | Profile Correction | New Crash Barrier | Changing Drainage Spout | New Expansion Joint | Superstructure Repair works | New Approach Slab | Floor/Bed Protection | Shot-creting |
| 1 | 42/2 | NO | YES | YES | YES | NO | NO | NO | NO | NO |
| 2 | 67/2 | NO | YES | YES | YES | YES | YES | YES | NO | YES |
| 3 | 118/1 | NO | YES | YES | YES | YES | NO | YES | NO | NO |
| 4 | 145/1 | NO | YES | YES | NO | YES | YES | NO | NO | YES |
| 5 | 155/1 | NO | YES | YES | YES | YES | YES | NO | NO | YES |
| 6 | 166/2 | NO | YES | NO | NO | YES | YES | NO | NO | NO |

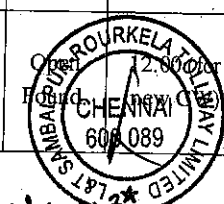
Refer SL 7 of Addendum No.1

Appendix BXIII: Minor bridges to be provided, reconstructed, widened and rehabilitated

A. Construction of New Minor Bridges

| Sl. No. | Type of Struc. | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|----------------|-----------------|---------------------------------|---------------------|--|---------------------------------|--|------------------------|---------------------|------------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Deck width |
| 1 | MNBR | 5+473 | 1x7.50 | 0 | Box Type | 1x7.50 | RCC Box | RCC Box | RCC Box | 24.00 (after widening) |
| 2 | MNBR | 7+047 | 1x7.70 | 0 | Cantilever Solid Slab | 1x7.70 | RCC Box | RCC Box | RCC Box | 23.00 (after widening) |
| 3 | MNBR | 10+670 | 2x8.55 | 0 | Solid Slab | 1X17.1 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 4 | MNBR | 11+526 | 4x7.1 | 0 | Solid Slab | 4x7.1 | RCC Box on new CW | RCC Box | RCC Box | 12.00 (for new CW) |
| 5 | MNBR | 16+029 | 3x6.56 | 0 | LHS Solid Slab and RHS Arch | 1X20 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 6 | MNBR | 20+944 | 1x7.2 | 0 | Solid Slab | 1x7.20 | RCC Box | RCC Box | RCC Box | 24.00 (after widening) |
| 7 | MNBR | 23+002 | 3x13.3 | 0 | RCC Deck Slab over 5 nos RCC T-Girder(4 nos Cross Girders) | 3x13.30 | RCC Slab Bridge as for Bypass on both CW | RCC Pier / Abutment | Open Found. | 12.00 (for both CW) |
| 8 | MNBR | 28+901 | 7x8.55 | 0 | RCC Deck Slab over Steel Plate Girder | 1x17.1+1x25.65+1x17.1 | RCC/PSC Girder Bridge on both CW | RCC Pier / Abutment | Open Found. | 12.00 (for both CW) |

| Sl. No. | Type of Struc. | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|----------------|-----------------|---------------------------------|---------------------|---|---------------------------------|---|------------------------|---------------------|------------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Deck width |
| 9 | MNBR | 31+822 | 2x7.7 | 0 | RCC Deck Slab over 3 nos RCC T-Girder (Both side widened with solid slab) | 1X15.4 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 10 | MNBR | 34+293 | 2x5.2 | 0 | Solid Slab | 1X10.4 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 11 | MNBR | 37+329 | 1x6.2 | 0 | Solid Slab | 1x6.1 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 12 | MNBR | 42+211 | 1x6.9 | 0 | Solid Slab | 1x6.9 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 13 | MNBR | 50+721 | 3x13.3 | 0 | RCC Deck Slab over 4 nos RCC T-Girder (4 nos Cross Girders) | 3X13.30 | RCC Girder Bridge on new CW | RCC Pier / Abutment | Open Foundation | 12.00 (for new CW) |
| 14 | MNBR | 56+720 | 2x7.1 | 0 | Cantilever Solid Slab | 1x14.20 | RCC Slab Bridge for Bypass on both CW | RCC Abutment | Open Found. | 12.00 (for both CW) |
| 15 | MNBR | 58+264 | 3x6.9 | 0 | Cantilever Solid Slab | 1x21 | RCC T-Girder Bridge for Bypass on both CW | RCC Abutment | Open Found. | 12.00 (for both CW) |
| 16 | MNBR | 59+661 | 3x7 | 0 | Solid Slab | 1x21 | RCC T-Girder Bridge for Bypass on both CW | RCC Abutment | Open Found. | 12.00 (for both CW) |
| 17 | MNBR | 63+922 | 2x6.9 | 0 | Cantilever Solid Slab | 1X13.8 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 18 | MNBR | 72+410 | 1x8.3 | 0 | Cantilever Solid Slab | 1x8.3 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 19 | MNBR | 77+388 | 3x6.45 | 0 | Cantilever Solid Slab | 1X19.35 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 20 | MNBR | 77+827 | 2x5.85 | 0 | Cantilever Solid Slab | 1X11.70 | RCC Slab Bridge Reconstruction | RCC Abutment | Open Found. | 33.85 (for new CW) |
| 21 | MNBR | 84+011 | 5x7.15 | 0 | Solid Slab | 1X21.45+1X14.4 | RCC T-Girder Bridge on new CW | RCC Pier / Abutment | Open Found. | 12.00 (for new CW) |



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Bhubaneswar

| Sl. No. | Type of Struc. | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|----------------|-----------------|---------------------------------|---------------------|--|---------------------------------|------------------------------------|------------------------|---------------------|------------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Deck width |
| 22 | MNBR | 88+716 | 1x7.5 | 0 | Solid Slab | 1X7.5 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 23 | MNBR | 89+017 | 2x3.75 | 0 | Solid Slab | 1X7.5 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 24 | MNBR | 96+018 | 1x9.25 | 0 | Solid Slab | 1X11.70 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 25 | MNBR | 99+184 | 4x6.95 | 0 | Solid Slab | 2X13.9 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 26 | MNBR | 100+451 | 5x6.95 | 0 | Solid Slab | 1X13.9+1 X20.85 | RCC T-Girder Bridge Reconstruction | RCC Pier / Abutment | Open Found. | 12.00 (for both CW) |
| 27 | MNBR | 104+030 | 2x5.25 | 0 | Cantilever Solid Slab | 1X10.5 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 28 | MNBR | 106+612 | 3x7.5 | 0 | Cantilever Solid Slab | 1X22.5 | New RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 29 | MNBR | 116+795 | 1x8 | 0 | RCC Box | 1x8 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 30 | MNBR | 118+106 | 3x6.45 | 0 | Cantilever Solid Slab | 1X19.35 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 31 | MNBR | 120+323 | 2x11.2+11.0 | 0 | RCC Deck Slab over 4 nos RCC T-Girder(4 nos Cross Girders) | 3X11 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 32 | MNBR | 132+826 | 3x11 | 0 | RCC Deck Slab over 4 nos RCC T-Girder(4 nos Cross Girders) | 3X11 | RCC Slab Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 33 | MNBR | 133+740 | 1x8 | 0 | RCC Box | 1x8 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 34 | MNBR | 136+870 | 1x8 | 0 | Cantilever Solid Slab | 1x8 | RCC Box | RCC Box | RCC Box | 28.47 (after widening) |
| 35 | MNBR | 140+272 | 3x6.45 | 0 | Cantilever Solid Slab | 1X19.35 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |
| 36 | MNBR | 142+226 | 1x7.2 | 0 | Solid Slab | 1x7.2 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 37 | MNBR | 143+086 | 1x7 | 0 | Solid Slab | 1x7.0 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |

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| Sl. No. | Type of Struc. | Design Chainage | EXISTING STRUCTURE | | | PROPOSED STRUCTURE | | | | |
|---------|----------------|-----------------|---------------------------------|---------------------|-------------------|---------------------------------|-------------------------------|------------------------|---------------------|------------------------|
| | | | Span Arrangement (c/c Exp. Jt.) | Skew Angle (Degree) | Type of Structure | Span Arrangement (c/c Exp. Jt.) | Type of Superstructure | Proposed Sub Structure | Proposed Foundation | Deck width |
| 38 | MNBR | 152+150 | 1x7.2 | 0 | Solid Slab | 1x7.2 | RCC Box | RCC Box | RCC Box | 26.00 (after widening) |
| 39 | MNBR | 156+557 | 2x8.4 | 0 | Solid Slab | 1X16.8 | RCC T-Girder Bridge on new CW | RCC Abutment | Open Found. | 12.00 (for new CW) |

B. Rehabilitation/ Repair and Widening of Existing Minor Bridges

| Sl. no | Structure number of Minor Bridge | Type of Repair & Rehabilitation Work | | | | | | | |
|--------|----------------------------------|--------------------------------------|--------------------|-------------------|-------------------------|----------------|-----------------------------|-------------------|-----------------------|
| | | Bearing Replacement | Profile Correction | New Crash Barrier | Changing Drainage spout | New Exp. Joint | Superstructure Repair works | New Approach Slab | Floor/ Bed Protection |
| 1 | 6/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 2 | 8/1 | NO | YES | YES | YES | NO | NO | NO | YES |
| 3 | 11/1 | NO | YES | YES | YES | NO | NO | YES | NO |
| 4 | 12/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 5 | 17/1 | NO | YES | YES | YES | NO | NO | YES | NO |
| 6 | 22/1 | NO | YES | YES | YES | NO | NO | NO | YES |
| 7 | 23/2 | NO | NO | NO | NO | NO | NO | NO | NO |
| 8 | 30/2 | NO | NO | NO | NO | NO | NO | NO | NO |
| 9 | 33/1 | NO | YES | YES | YES | NO | NO | YES | YES |
| 10 | 35/2 | NO | YES | YES | YES | YES | YES | YES | NO |
| 11 | 38/3 | NO | YES | YES | YES | NO | NO | NO | YES |
| 12 | 43/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 13 | 52/1 | NO | YES | YES | YES | YES | NO | YES | NO |
| 14 | 58/1 | NO | NO | NO | NO | NO | NO | NO | NO |
| 15 | 60/1 | NO | NO | NO | NO | NO | NO | NO | NO |
| 16 | 62/5 | NO | NO | NO | NO | NO | NO | NO | NO |
| 17 | 66/3 | NO | YES | YES | YES | NO | NO | NO | NO |
| 18 | 75/1 | NO | YES | YES | YES | NO | NO | NO | YES |
| 19 | 80/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 20 | 80/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 21 | 86/4 | NO | YES | YES | YES | YES | NO | NO | NO |
| 22 | 91/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 23 | 91/3 | NO | YES | YES | YES | NO | NO | NO | YES |
| 24 | 98/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 25 | 101/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 26 | 103/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 27 | 106/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 28 | 109/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 29 | 119/2 | NO | YES | YES | YES | NO | NO | YES | NO |
| 30 | 120/2 | NO | YES | YES | YES | NO | NO | | NO |
| 31 | 122/3 | NO | YES | YES | YES | NO | NO | | NO |
| 32 | 135/1 | NO | YES | YES | YES | YES | NO | | NO |
| 33 | 136/1 | NO | YES | YES | YES | NO | NO | | NO |

| Sl. no | Structure number of Minor Bridge | Type of Repair & Rehabilitation Work | | | | | | | |
|--------|----------------------------------|--------------------------------------|--------------------|-------------------|-------------------------|----------------|-----------------------------|-------------------|-----------------------|
| | | Bearing Replacement | Profile Correction | New Crash Barrier | Changing Drainage spout | New Exp. Joint | Superstructure Repair works | New Approach Slab | Floor/ Bed Protection |
| 34 | 139/1 | NO | YES | YES | YES | NO | NO | NO | NO |
| 35 | 142/1 | NO | YES | YES | YES | NO | NO | YES | NO |
| 36 | 144/4 | NO | YES | YES | YES | NO | NO | YES | NO |
| 37 | 145/2 | NO | YES | YES | YES | NO | NO | YES | YES |
| 38 | 154/2 | NO | YES | YES | YES | NO | NO | NO | NO |
| 39 | 159/2 | NO | YES | YES | YES | NO | NO | NO | NO |

C. Rehabilitation/ Repair and Widening of Existing ROB

| Sl. no | Structure number of ROB | Type of Repair & Rehabilitation Work | | | | | | | |
|--------|-------------------------|--------------------------------------|--------------------|-------------------|-------------------------|----------------|-----------------------------|-------------------|-----------------------|
| | | Bearing Replacement | Profile Correction | New Crash Barrier | Changing Drainage spout | New Exp. Joint | Superstructure Repair works | New Approach Slab | Floor/ Bed Protection |
| 1 | 50/4 (ROB) | NO | NO | NO | NO | NO | NO | NO | NO |

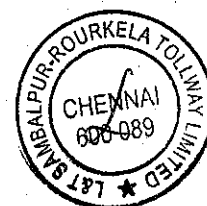
Refer Sl. 8 of Addendum No.1

Appendix BXV

Details of Proposed ROB / RUB & FLY OVERS

| Sl. No. | Structure No. (Bridge/ Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|---------|---------------------------------|-------------------|---|---|--------------------------------|--------------------------------|
| 1 | ROB 01 | 18+270 | 2x6.98x6.5 | 1x13x6.5 | New Const for new carriageway | 1x14.00 |
| 2 | ROB 02 | 27+450 | - | 1x20x6.5 | New Const for both carriageway | 2x14.00 |
| 3 | ROB 03 | 49+517 | 1x22.1x6.5 | 1x22.1x6.5 | New Const for new carriageway | 1x14.00 |
| 4 | ROB 04 | 53+898 | - | 2x20+1x30 | New Const for both carriageway | 2x14.00 |

Note: Configuration of ROB's may get changed as per requirements of Railway.



15/11/13

Annex - I
(Schedule-C)

Project Facilities for Four-Laning

1 Project Facilities

The Concessionaire shall construct the Project Facilities described in this Annex-I to form part of the Four-Lane Project Highway. The Project Facilities shall include:

- (a) toll plazas;
- (b) roadside furniture;
- (c) street lighting
- (d) pedestrian facilities;
- (e) landscaping and tree plantation;
- (f) truck laybys;
- (g) bus bays and bus shelters;
- (h) pedestrian, reptile and elephant crossings;
- (i) traffic aid posts;
- (j) medical aid posts;
- (k) vehicle rescue posts;
- (l) telecom system; and
- (m) Highway Traffic Management Systems (HTMS)

2 Description of Project Facilities

Each of the Project Facilities is briefly described below:

(a) Toll Plazas

The proposed design chainage of Toll Plazas is Km 17/025, Km 71/853 and Km 150/075. Toll Plazas would be provided in accordance with Manual of Specifications and Standards.

(b) Roadside Furniture

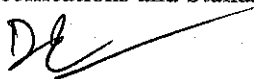
Roadside furniture shall be provided in accordance with Section-9 of the Manual of Specifications and Standards for Four-Laning of Highways (IRC:SP:84-2009).

(c) Street Lighting

Street lighting and lighting system shall be provided in accordance with Clause 12.3 of Section-12 of the Manual of Specifications and Standards.

(d) Pedestrian Facilities

Pedestrian crossing facilities shall be provided in accordance with Clause 12.2 of Section-12 of the Manual of Specifications and Standards.


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(e) **Landscaping and Tree Plantation**

Highway landscaping and tree plantation shall be provided in accordance with Section-11 of the Manual of Specifications and Standards.

(f) **Truck Laybys**

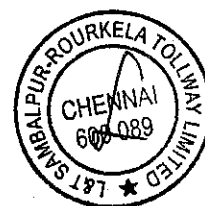
Eight (8) truck laybys shall be provided at the locations stated below conforming to Clause 12.4 of Section-12 of Manual of Specifications and Standards.

| Sl. no. | Chainage | Side |
|---------|----------|------|
| 1 | 13/500 | LHS |
| 2 | 13/525 | RHS |
| 3 | 69/900 | LHS |
| 4 | 69/925 | RHS |
| 5 | 96/875 | LHS |
| 6 | 96/875 | RHS |
| 7 | 128/025 | LHS |
| 8 | 128/025 | RHS |

(g) **Bus Bays and Bus Shelters**

Bus bays and Bus Shelters shall be provided at the following locations conforming to Clause 12.5 of Manual of Specifications and Standards.

| S. No. | Chainage | Side | Type |
|--------|----------|------|---------|
| 1 | 8265 | LHS | Bus bay |
| 2 | 8440 | RHS | Bus bay |
| 3 | 9675 | LHS | Bus bay |
| 4 | 9850 | RHS | Bus bay |
| 5 | 12491 | RHS | Bus bay |
| 6 | 12750 | LHS | Bus bay |
| 7 | 46225 | LHS | Bus bay |
| 8 | 46638 | RHS | Bus bay |
| 9 | 66649 | RHS | Bus bay |
| 10 | 67024 | LHS | Bus bay |
| 11 | 76219 | LHS | Bus bay |
| 12 | 77024 | RHS | Bus bay |
| 13 | 93199 | LHS | Bus bay |
| 14 | 93374 | RHS | Bus bay |
| 15 | 121819 | RHS | Bus bay |
| 16 | 122159 | LHS | Bus bay |
| 17 | 124374 | RHS | Bus bay |
| 18 | 124639 | LHS | Bus bay |
| 19 | 131419 | RHS | Bus bay |
| 20 | 132084 | LHS | Bus bay |
| 21 | 136599 | LHS | Bus bay |
| 22 | 136774 | RHS | Bus bay |
| 23 | 153523 | LHS | Bus bay |
| 24 | 153698 | RHS | Bus bay |
| 25 | 158828 | LHS | Bus bay |
| 26 | 159003 | RHS | Bus bay |



[Signature]
Chief Engineer
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(h) Details of Proposed Vehicular, Pedestrian, Reptile and Elephant Crossings

Vehicular & Pedestrian underpasses

| S. No. | Structure No. (Bridge/Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|--------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | VUP 01 | 27+446 | - | 1x15x5.5 | New Const | 28.00 |
| 2 | VUP 02 | 39+090 | - | 1x15x5.5 | New Const | 24.20 |
| 3 | PUP 02 | 63+156 | - | 1x5x3 | New Const | 27.00 |
| 4 | PUP 03 | 71+281 | - | 1x5x3 | New Const | 26.00 |
| 5 | PUP 04 | 73+481 | - | 1x5x3 | New Const | 27.00 |
| 6 | VUP 03 | 82+081 | - | 1x15x5.5 | New Const | 27.00 |
| 7 | VUP 04 | 90+031 | - | 1x15x5.5 | New Const | 27.00 |
| 8 | PUP 05 | 97+931 | - | 1x5x3 | New Const | 27.00 |
| 9 | PUP 06 | 103+081 | - | 1x5x3 | New Const | 27.00 |
| 10 | PUP 07 | 106+184 | - | 1x5x3 | New Const | 27.00 |
| 11 | PUP 08 | 109+806 | - | 1x5x3 | New Const | 27.00 |
| 12 | PUP 09 | 112+581 | - | 1x5x3 | New Const | 24.00 |
| 13 | PUP 10 | 135+881 | - | 1x5x3 | New Const | 27.00 |
| 14 | PUP 11 | 151+781 | - | 1x5x3 | New Const | 27.00 |
| 15 | PUP 12 | 157+186 | - | 1x5x3 | New Const | 27.00 |

Reptile & Elephant underpasses

| S. No. | Structure No. (Bridge/Culvert) | Proposed Chainage | Existing Span Arrangement (No. x Width x Depth) | Proposed Span Arrangement (No. x Width x Depth) | Proposal for Improvement | Required Width for Four-Laning |
|--------|--------------------------------|-------------------|---|---|--------------------------|--------------------------------|
| 1 | RUP01 | 26+000 | - | 1x3x3 | New Const | 27.00 |
| 2 | RUP02 | 46+970 | - | 1x3x3 | New Const | 27.00 |
| 3 | RUP03 | 57+150 | - | 1x3x3 | New Const | 27.00 |
| 4 | RUP04 | 60+750 | - | 1 x 1.2(HPC) | New Const | 27.00 |
| 5 | EUP | 93+646 | - | 1x10x6 | New Const | 27.00 |
| 6 | RUP05 | 107+172 | - | 1x3x3 | New Const | 27.00 |

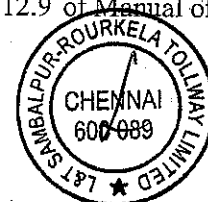
(i) Traffic Aid Posts

Traffic Aid Posts shall be provided at the Toll Plazas in accordance with Clause 12.8 of Manual of Specifications and Standards.

(j) Medical Aid Posts

Medical aid posts shall be provided at the Toll Plazas in accordance with Clause 12.9 of Manual of Specifications and Standards.

DL
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15/2/13
Chief Engineer, World Bank Projects, Odisha

(k) Vehicle Rescue Posts

Vehicle rescue posts shall be provided at the Toll Plazas in accordance with Clause 12.10 of Manual of Specifications and Standards.

(l) Telecom System

Telecom posts shall be provided at the Toll Plaza locations for convenience of the users of the Project Highway, with necessary equipments.

(m) Highway Traffic Management Systems (HTMS)

Highway Traffic Management Systems (HTMS) shall be provided in accordance with Clause 12.12 of Manual of Specifications and Standards.

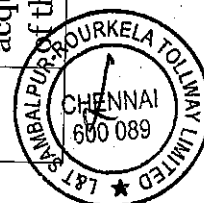
Note: In case of any discrepancy in numbers or location of any of the project facilities mentioned in this Annex-I, the Independent Engineer shall finalize the number/ location of these facilities as per site requirement.

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Draft Reply to queries for "Four laning with paved shoulders of Sambalpur – Rourkela section of SH-10 from existing km 4.900 to km 167.900 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project"

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
|-------|---|---|---|
| 1 | DCA, Clause 4.2 Damages for delay by the Government In the event that (i) the Government does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security. | Damage for delay in fulfilment of Condition Precedent by Government i.e. 0.1% of performance security for each day of delay is not sufficient considering that any delay in commencement of Construction activities have direct bearing on IDC as well as escalation of material which may be huge in comparison to the damage payable by Government. | Clause is based on Model Concession Agreement. No Change is admissible |
| 2 | DCA, Clause 5.1.4 Obligations of the Concessionaire The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations set out in this Agreement: (e) make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement; | Request Government to provide current land acquisition status for the Project Highway. | Private land acquisition of almost all villages along the corridor is in the 6-1 notification stage and beyond. |

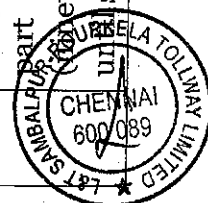
Chief Engineer
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Odisha, Bhubaneswar



5/12/19

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
|-------|---|---|---|
| 3 | DCA, Clause of the Site Procurement to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include more than 10% (ten per cent) of the total area of the Site required and necessary for the Four-Lane Project Highway, and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2 | Request Government to provide current land acquisition status for the Project Highway. And, also request the Government to provide balance land delivery schedule for the Project as it is required to be submitted to the Lender's for the purpose of Financial Close. Government should also provide a schedule for handing over of balance length, and it cannot be kept open ended as the same shall have impact on IDC as well as construction cost after schedule completion works. | Private land acquisition of almost all villages along the corridor is in the 6-1 notification stage and beyond. |
| 4 | DCA, Clause 10.3.4 "The Government shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire Damages in a sum calculated at the rate of Rs. 50 (Rupees fifty) per day for every 1,000 (one thousand) square metres or part thereof, commencing from the 91st (ninety first) day of the Appointed Date and until such Right of Way is procured." | Damages for force majeure events should also be compensated separately. Compensations mentioned is not sufficient enough to meet the losses concessionaire will have to bear, due to increase in IDC and escalation of material we request you to compensate the same by extension of concession period, apart from the compensation as mentioned in the Concession Agreement. | Clause is based on Model Concession Agreement. No change. |

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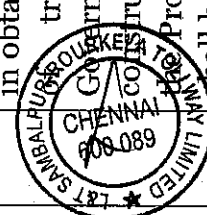


27/11/19

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
|-------|--|--|--|
| 5 | DCA, Existing utilities and roads "Notwithstanding anything to the contrary Government shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion." | 11.1 Concessionaire shall assist the agency for construction of such diversion by deploying their resources. However, since such diversion shall be needed for the shifting of utilities, which is the responsibility of Government only and as such the cost of diversion/land acquisition including legal proceedings should be borne by Government. | Clause is based on Model Concession Agreement. No Change is admissible |
| 6 | DCA, New utilities and roads The concessionaire shall allow -----Where such access or use causes any financial loss to the Concessionaire, 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 shall not in any manner relieve the Concessionaire of its obligation to maintain the Project Highway in accordance with this Agreement and any damage caused by such use shall be restored forthwith. | 11.3.1 Clause is ambiguous and should be deleted. The responsibility should be of Government only, as User are not at all concerned with the Progress of the Project and are not covered with any Agreement to pay any compensation /damages to Concessionaire for any delay in shifting of utilities. Otherwise please inform the logistics and methodology for compensation payment by User to Concessionaire as there is no mention in the agreement in this regards. | Clause is based on Model Concession Agreement. No Change is admissible |
| 7 | DCA, Clause 11.4 The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling trees to be identified by the Government on the construction, operation or maintenance of Project Highway. The cost of such felling shall be borne by the Government, and in the | Government is in better position to obtain the necessary approval being a Govt. Organization. However Concessionaire can assist the Government in all possible manners for the same. We presume that the cost of felling of trees shall include disposal of the same and handing over | Clause is based on Model Concession Agreement. The Clause is self explanatory. |

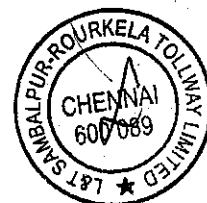
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

2/15/12



| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
|-------|---|---|--|
| | event of any _____ felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Government and shall be disposed in such manner and subject to such conditions as the Government may in its sole discretion deem appropriate. | of the trees to forest department/ Government and cost of the same shall be borne by Government. Please Clarify | |
| 8 | DCA, Clause 12.3 (e) No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Government be liable for the same in any manner; | In case of any modification suggested by Independent Engineer on the design and drawing submitted by Concessionaire resulting into design related defects/ damage the liability and obligation of the concessionaire should be relaxed, and if any defects observed due to the above suggestion; the concessionaire shall not be made solely responsible. | Clause is based on Model Concession Agreement. No Change is admissible |
| 9 | DCA, Clause 35.3 Extension of Concession Period "Subject to the provisions of clause 35.6, in the event that a material default or breach of this agreement set forth in Clause 35.2 causes delay in achieving COD or leads to suspension of or reduction in collection of Fee, as the case may be, the Government shall, in addition to payment of compensation." | Since COD is not fixed date, it is not possible to assess the period of delay in achieving COD. Therefore, the extension should be granted for a duration which is proportionate to the period of stoppage of work and affected length. | Clause is based on Model Concession Agreement. No Change is admissible |

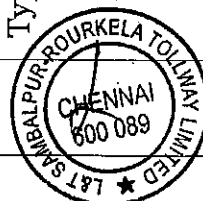
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26/11/2020

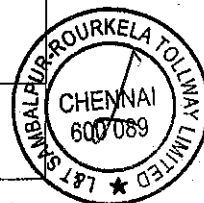
| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
|-------|--|---|--|
| 10 | DCA, Clause 37.3-1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Government shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% of the debt due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD. | Request Government to include Termination payment on account of Concessionaire Event of Default during the Construction Period as part or substantial part of the Project Assets shall be created based on the funding provided by the Lenders. | Clause is based on Model Concession Agreement. No Change is admissible |
| 11 | Schedule B Cross Section Type along the Project Corridor SH-10 | Request Government to kindly provide the TCS description details and drawings for the entire project length as the same has not been provided by the Government. | Please refer Sl. 11 of Addendum to RFP. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 12 | Schedule B, Appendix BV Type and Width of Median | Width of proposed median from Chainage 33810 to Chainage 34320 is proposed as 5.0 m. This stretch falls in Lapanga town area, where proposed ROW is 30 m only. Please confirm the median width to be taken as 5.0 m or 2.0m | Median width shall be as specified in the said appendix. |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar.



| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 13 | Schedule B, Appendix Type and Width of Median | Width of proposed median from Chainage 71700 to 72925 is indicated as 1.8 m, though this portions falls in Toll plaza 2 location and the stretch for Toll plaza 2 as per PROW given in Appendix BIV is from Km 71700 to 72100 only. Please confirm the start and end point of Toll plaza as well as stretch of median width of 1.8 m for this location. The proposed median from 71700 to 72925 is indicated as 1.8 m, while in next row, the starting change is given as 71925, which falls midway as changes of above row. Please confirm the start and end Chainages | Please refer Sl. 2 of Addendum to RFP. 72925 is a typographical error. It stands corrected to 71925. Width of median from 71700 to 71925 is 1.8 m. |
| 14 | Schedule B, Appendix Location of Intersections | For major junction Type II of junction arrangement is proposed and for minor junctions, type III, IV and V of arrangements are proposed. Please provide the layout diagrams for the same | Provided in drawings volume of PPR. Please refer Sl. 11 of Addendum to RFP. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 15 | Schedule B, Appendix Details of Service Roads | Sr. No. 14, 15, 35,36,37 and 38 – Service roads are proposed on both side, however as per details provided, no urban area, no underpasses are seen along the stretched indicated. Please confirm the locations at which service road has to be provided. | Service roads shall be provided as specified in the said Appendix. |

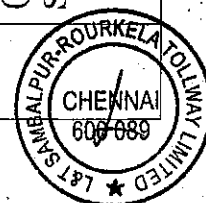
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22/12/2019

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 16 | Schedule B, Appendix BX & BXI Details of Proposed Vehicular Underpasses & Details of Proposed Pedestrian, Reptile and Elephant Underpasses | Requested to kindly clarify the configuration considered in the Required width for Four Laning | Please refer Sl. 4 of Addendum to RFP. All VUP will be 2 x 12m width and clear span of 15m |
| 17 | Schedule B, Appendix BXII of Rehabilitation/Repair/Widening of Existing Major Bridges | Requested to provide chainages of the bridges | Existing structure number has been provided in the respective Appendix |
| 18 | Schedule B, Appendix BXIII of Rehabilitation/Repair/Widening of Existing Minor Bridges | Requested to provide chainages of the bridges | Existing structure number has been provided in the respective Appendix |
| 19 | Schedule B, Appendix BXIII of Rehabilitation/Repair/Widening of Existing ROB | Requested to provide chainages of the ROB | Existing structure number has been provided in the respective Appendix |
| 20 | Schedule B, Appendix BV Details of Proposed ROB/RUB & Flyovers | Please provide the Railway Boundary limits for all the ROB's to assess the approach portions. Please confirm the status of approval of GADs of ROB's and also provide the GAD. | Approval of GAD is in progress. Please refer draft GADs in PPR Please refer Sl. 11 of Addendum to RFP. |
| 21 | Schedule B, Clause 4 Other features of Four Laning | Request Authority to provide GAD's of existing and proposed Structures of the Project Highway, if available. | Please refer Sl. 11 of Addendum to RFP. Provided in drawings volume of PPR. |
| 22 | Schedule 2. Description of Project Facilities & Toll Plazas & Schedule R | As per Schedule C proposed toll plaza locations are at Km 17/025, Km 71/853 and Km 150/075 whereas as per Schedule R At 17/025, Km 80/181 and Km 150/075. There is a discrepancy in location of 2nd Toll Plaza, Kindly clarify exact location of second Toll Plaza. | Please refer Sl. 10 of Addendum to RFP. |

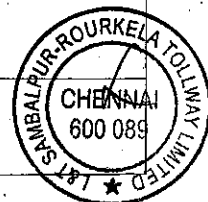
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6/11/2017

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 23 | Schedule 1, Clause 2.3, Tests Riding Quality: 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 purpose of this Test shall be 1800 mm for each kilometre. | Please clarify, whether standardized roughometer shall or could be used to check Riding Quality of each lane of the carriageway for Test on Completion of Project Highway. | Please refer to Schedule D in this regard. |
| 24 | Structure Design | Since the Project is on DBFOT, we presume that the Concessionaire shall be allowed to submit their own designs for all the proposed project structures based on individual assessments, by any suitable method within codal provisions and specifications. Kindly clarify. | Concessionaire has to do its own independent design as per Schedule D. |
| 25 | Pavement design | For strengthening of existing carriageway whether concessionaire can adopt IRC 81-1997 irrespective of new design. Can the Concessionaire design the pavement based on AASHTO instead of IRC. | Please refer to Schedule D in this regard. |
| 26 | Encroachment Details | Kindly provide the encroachment details for project road. | Please refer Sl. 11 of Addendum to RFP. |
| 27 | Forest Land & Clearance | Kindly clarify whether any part of the Project Highway or any Project Facilities comes under the Forest Department/ Wildlife Centaury/Reserved Forest/Protected Forest and status of the clearance for the same. | Details provided in Social Report Please refer Sl. 11 of Addendum to RFP. Details provided in Environment Report. Reserve Forest is 6.72 Ha and Revenue Forest is 20.809 Ha. The Project road passes through eight stretches of RF. The forest clearance procedure is ongoing. |

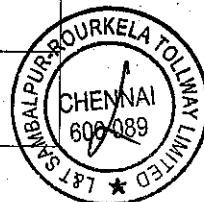
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9/11/2017

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| 28 | Excise exemption for the Imported Machinery | Please clarify whether the excise exemption shall be granted to the concessionaire or not. | If any tax exemptions, reductions, allowances or privileges may be available to the Concessionaire in the Authority's Country, the Authority shall use its best efforts to enable the Concessionaire to benefit from any such tax savings to the maximum allowable extent. |
| 29 | Time Extension | Considering very short time available for costing and estimation it is not permissible to conduct any Site investigation, Hence please extend the dates suitably to conduct minimum required investigations for the bidding purpose. | Please refer Sl. 1 of Addendum No 1 to RFP. |
| 30 | Sl. No. 1, Appendix BXV, Schedule B, Details of ROB / RUB & Flyovers - ROB at km 18.270 | Realignment has been proposed from km 17.75- km 19.000, however the proposed width as per schedule is 1x14m which is for one carriageway only. Kindly clarify proposed width. | Please refer the draft GADs for the ROBs. Please refer Sl. 11 of Addendum to RFP. The existing road comprising two lanes already passes over and at grade ROB constructed by the railways. Hence, provision for the new two lanes has only been kept. |
| 31 | Sl. No. 1, Appendix BXV, Schedule B, Details of ROB / RUB & Flyovers - ROB at km 18.270 | The existing span arrangement mentioned in the Schedule differs from the site. We presume that the proposed span arrangement in Sl. No. 1 Appendix BXV, Schedule B, Details of Proposed ROB/RUB & Flyovers is same as mentioned in existing span arrangement. | Please refer Sl. 8 of Addendum to RFP. Proposed span will be 1x13x6.5 instead of span mentioned 2x6.98x6.5 in schedule. |

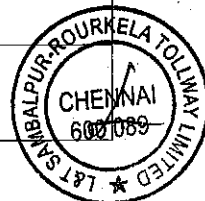
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6/11/15

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 32 | Art. 3 | Whether any stamp and/or registration and/or any other duty are required to be paid by the Concessionaire on the execution of the Concession Agreement/amendment or modification of the Agreement/execution of the counterparts? | Please refer to Clause 3.1.2 (f) of the Concession Agreement "bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement". |
| 33 | Art. 4.1 | Kindly inform whether any approvals/permits are required to be obtained from District Town Planner/Directorate of Town and Country Planning etc. for the Project. In case of affirmative, kindly inform the status of the same. | Project corridor stretch is under the authority of OWD. |
| 34 | Art. 4.1.3 (d) | Kindly inform the relevant authorities and the applicable procedure for procuring the Applicable Permits specified in Schedule E. | The Schedule E is self explanatory. |
| 35 | Art. 5.2.2 | The Government would ratify the agreements post execution if they are in consonance with the provisions of the Concession Agreement in case the drafts were inadvertently not submitted prior to execution. | Clause is self explanatory. Clause is based on Model Concession Agreement. No Change is admissible. |
| 36 | Art. 5.3.2 | The Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 1997 have been repealed and hence, the reference should be replaced with 2011 Regulations. | Clause is based on Model Concession Agreement. No Change is admissible. |
| 37 | Art. 10.2.5 | Kindly note that the Concession Agreement provides for an automatic termination of the Licence, thus, there is no requirement of an attorney and hence, the clause may be suitably amended. | Clause is based on Model Concession Agreement. No Change is admissible. |

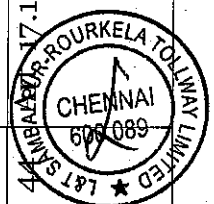
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| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 38 | Art. 10.3.3 | Kindly note that the removal of encroachment or occupation is Police power and it is beyond the powers of a Concessionaire and hence, the clause may be suitably amended. | Clause is based on Model Concession Agreement. No Change is admissible. |
| 39 | Art. 10.3.4 | The amount of Damages prescribed in case of delay is very less when compared to the adverse impact that will be suffered by the Concessionaire because of any such delay. | Clause is based on Model Concession Agreement. No Change is admissible. |
| 40 | Art. 10.4 | Kindly provide the list of the existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises. | Please refer Schedule A for existing ROW |
| 41 | Art. 11.1 | Kindly provide the list of the respective entities owning any existing roads, right of way or utilities on, under or above the Site. Kindly provide that the land required for temporary or permanent diversions forms part of the Site and hence, the clause to be suitably amended. | The road falls under jurisdiction of OWD. Assessment of land for temporary diversions to be assessed by Concessionaire. |
| 42 | Art. 14.4.1 | Kindly inform in case there is a delay attributable to the Government, then what damages shall be payable to the Concessionaire by the Government? | Clause is based on Model Concession Agreement. No Change is admissible. |
| 43 | Art. 16.3.2 | Kindly note that all costs arising out of Change of Scope Order shall be pursuant to the recommendation or approval of the Government, hence, the Concessionaire may not be required to bear the costs. | Clause is based on Model Concession Agreement. No Change is admissible. |
| 44 | Art. 17.10.1 | What constitutes a 'material breach of obligations' in this regard? | Clause is based on Model Concession Agreement. The Clause is self explanatory |

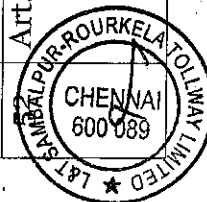
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29/10/17

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 45 | Art. 20 | What is the remedy/relief available to the Concessionaire in case of failure of Police to carry out its functions as per the terms of the Concession Agreement? | Clause is based on Model Concession Agreement. Clause is self explanatory. |
| 46 | Art. 27.8 | All required permits & approval required for the toll plaza location & construction obtained by the Authority? | Please refer Article 4 and Article 5 which are self explanatory. |
| 47 | Art. 33 | Kindly inform whether the Concessionaire can set off any sums payable by the Government to it? | Clause is based on Model Concession Agreement. Clause is self explanatory. |
| 48 | Art. 35 | Kindly inform what are the obligation of Parties regarding mitigation of costs and damage? | Clause is based on Model Concession Agreement. The Clause is self explanatory |
| 49 | Art. 37.3.1 | The provision providing that no Termination Payment shall be due and payable on account of a Concessionaire Default occurring prior to COD is highly prejudicial to the interests of the Concessionaire given the adverse impact that will be suffered by the Concessionaire because of such Termination. | Clause is based on Model Concession Agreement. No Change is admissible. |
| 50 | Art. 38 | Kindly inform what are the obligation of Parties regarding cooperation and transfer of Project in the event of Termination? | Clause is based on Model Concession Agreement. The Clause is self explanatory |
| 51 | Art. 41 and Art. 48 | Kindly inform whether Change in Law includes any change in local/national traffic regulations? | Clause is based on Model Concession Agreement. The Clause is self explanatory |
| 52 | Art. 43 | Whether the Concessionaire's rights over the Site amount to a lease or a license as per the local land laws of the State of Odisha? | Clause is based on Model Concession Agreement. The Clause is self explanatory |

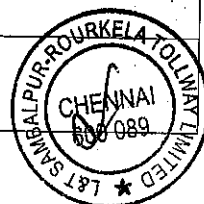
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5/1/2018
533

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| 53 | Art. 44.2 | The title heading to the clause states 'Conciliation' however, the text of the clause refers to 'Mediation'. There is confusion/ambiguity as to which process is to be followed as the two terms cannot be used interchangeably. There should be clear reference to only one method of dispute resolution. | Clause is based on Model Concession Agreement. No Change is admissible |
| 54 | Art. 44.3.2 | Having a panel/board of three arbitrators would result in high cost of dispute resolution. In order to keep the costs low, the panel/board should consist of a sole arbitrator. The ICADR Arbitration Rules, 1996 also provide for a sole arbitrator as a default first choice in case of no agreement to the contrary. | Clause is based on Model Concession Agreement. No Change is admissible |
| 55 | Art. 47.6 | Kindly note that all agreements, documents and/or drawings would be subject to review and/or approval by the Government and/or the Independent Engineer and hence, the Government may not absolve its liability in this regard. | Clause is based on Model Concession Agreement. No Change is admissible |
| 56 | Art. 47.9 | Kindly note that the proviso regarding the obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, to be deemed to be a part of the Concession Agreement is contradictory to the earlier provisions contained in the Concession Agreement, including Art. 47.7 and Art. 47.9. Hence, suitable amendment may be carried out. | Clause is based on Model Concession Agreement. No Change is admissible |

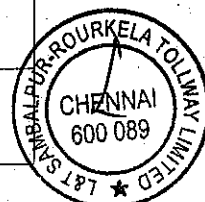
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6/12/15

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 57 | Art. 47.10 | Kindly note that the proviso excluding application of the Dispute Resolution Procedure is contradictory to the earlier provisions contained in the Concession Agreement including Art. 44. Hence, suitable amendment may be carried out. | Clause is based on Model Concession Agreement. No Change is admissible |
| 58 | Art. 48 | Whether there is any code and/or any guidelines applicable to the Project for determining the Good Industry Practice? | Clause is based on Model Concession Agreement. The Clause is self explanatory |
| 59 | Schedule A, Start and end Points | As per para 1, Start and End points of project corridor are as km 4/900 and km 167/400. However, chainage equations for existing and design chainages have not been included in the Table furnished under para 2 Existing RoW details. | The alignment plan included as part of Schedule B may be referred for such details, as the existing km stones are reflected in the same. |
| 60 | Schedule A | Kindly Provide details of existing pipe culvert/ Slab culvert/ box culvert chainages wise. | Design chainage of existing culverts has been provided. |
| 61 | Schedule B, Clause 1.1, page 13 | It states that the "The paved carriageway shall be 17 metres wide". Pl. clarify CS drg (Fig 2.4) furnished in page 44 of IRC:SP-84-2009 is applicable for the entire project road except at the urban locations mentioned under clause 1.1 on page -13 of Schedules. | Clause 1.1 of Schedule B mentions that the paved carriageway shall be 17 m wide. It also provides table of urban stretches wherein width of carriageway shall be 19 m. Concessionaire is expected to develop appropriate cross sections as per specified Manual satisfying the provisions of Technical schedules. |
| 62 | Schedule A & B - Major & Minor Bridge | In the details Major & Minor Bridges given in Schedule A, Cl. No 4 & 7 the Design chainage mentioned is not matching with that of schedule B. | In Schedule A existing chainage and in Schedule B design chainage has been provided. |

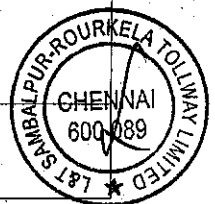
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27/11/19

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 63 | Schedule A & B - Minor Bridge | The No. of spans mentioned in S.No 31 of Schedule A, Cl. No 7 & Schedule B, Appendix BXIII are not matching. | Please refer Sl. 7 of Addendum to RFP. |
| 64 | Schedule-B, Page B -21/22-25 | For Minor and Major Junctions Type is mentioned in Appendix BVII. Kindly provide typical sketches of the same. | Appendix BXIII has been modified. Please refer Sl. 11 of Addendum to RFP. |
| 65 | Schedule B Page 29 | In Appendix BX II Proposed deck width is written as 14.00 with FP. Kindly elaborate further meaning of FP. | Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. FP means footpath. |
| 66 | Schedule B Page 29 | At design CH 65/253 and 152 /520 Existing foundation of Major Bridge is Well foundation and proposed foundation is Pile Foundations. Please confirm the type of foundation. Kindly provide geotechnical information of these bridges. At design CH 115/347 Existing foundation of Major Bridge is Well foundation and proposed foundation is open Foundations. Please confirm the type of foundation. | Bore log data are provided in GADs |
| 67 | Schedule B Page 30-33 | At Sr.No 6 CH 20+944 Proposed structures Deck Width is not mentioned. Kindly Provide the Width of Proposed Structure. | Please refer Sl. 7 of Addendum to RFP. Appendix - BXIII |
| 68 | Schedule B Page 31 | At Km MNB is proposed 77+827 and Service road CH is 77+723 to 78 +493 on LHS side. So there shall be provision of Culvert on Service road at KM 77+827 | Please refer Sl. 7 of Addendum to RFP. Appendix - BXIII Width of bridge provided in schedule is including width of service road in revised schedule |

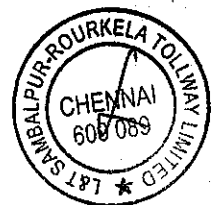
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6/12/15

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 69 | Schedule B Page 35-38 | Slab Culvert/Pipe culvert Following culverts are coming across Proposed service road but there is no provision of culverts across service road. Design CH 38+270.633 38+995.772 63+165.036 71+123.781 71+217.158 78+302.129 84+578.157 85+034.172 89+465.828 89+700.978 90+301.391 97+849.855 112+492.681 162+977.990 | Width of culvert includes service road width. |
| 70 | Schedule B Page 40 | Slab Culvert/Pipe culvert Following culverts are coming across Proposed service road but there is no provision of culverts across service road. Design CH 143+970.532 | Width of culvert includes service road width. |
| 71 | Schedule B Page 42 | Details of Flyover are repeated at Page No 42 in appendix BXV. Details of flyover are already mentioned in Appendix BIX on page No 27. Kindly delete repeated information. | Please refer Sl. 8 of Addendum to RFP. |

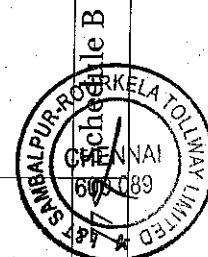
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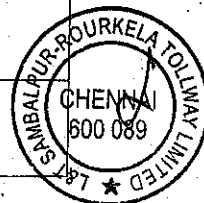
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| 72 | Schedule B Page 42 | At Sr.No 1 / ROB-01 (At Grade is mentioned) Kindly clarify the type of structure. Existing span at KM 18+270 is 2 x 6.98 x 6.5m whereas Schedule B mentions 1 x 13 x 6.5 which is contradictory. Kindly Clarify. As per Plan and profile and schedule B Appendix BI, ROB at KM 18+270 is fouling under realignment and proposed structure is 1 x 14 m. Hence Proposed structure at KM 18 +270 shall be 2 x 14 m instead of 1x 14 m. Kindly modify Schedule B accordingly. Also kindly provide type of superstructure for all ROBS mentioned in Appendix BXV. | At the said location, the existing railway track is cut in section below the existing road, the existing road being at grade. Details will be available in approved GAD. |
| 73 | Schedule B, Appendix BXI and Plan & Profile - Appendix BI-05 Page no.16. | Elephant Underpass is mentioned for a new construction, the same is not referred in the Schedule B , Appendix BXI. | Please refer Sl. 5 of Addendum to RFP. Appendix BXI gives details of Proposed Pedestrian, Reptile and Elephant Underpasses (PUP / RUP / EUP) |
| 74 | Schedule B - Appendix BXIII | The width of Minor Bridge to be provided after 4 laning is not given for S.No 6. | Please refer Sl. 7 of Addendum to RFP. Width is 24m after widening. |
| 75 | Schedule B - Appendix B XV | The width of ROBs to be provided as per IRC SP- 84 2009 is 12m. But it was mentioned as 14m and in schedule D also it is not mentioned as deviation from manual. | Width has been provided considering Foot Path. |
| 76 | Schedule B | Schedules didn't include either CS elements or typical CS drawings for the proposed improvements along the project corridor. It is understood from the furnished Plan & Profile drawings, different Cross-section types have been proposed along the project highway. | Please refer Sl. 11 of Addendum to RFP. Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| | | Please furnish the applicable TCS drawings for | Provided in drawings volume of |

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| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| | | the approaches of ROB, VUPS/PUPs and grade separators, as different widths are given for the proposed structures. | PPR which is indicative. Concessionaire is expected to develop appropriate cross sections as per specified Manual satisfying the provisions of Technical schedules and RoW availability. |
| 78 | Schedule B | Kindly clarify, in the approaches of grade separators/Underpasses, full height wall is required or the concessionaire can go for partial wall based on site conditions and available ROW. | RE/RCC wall of height more than 6 m has been proposed in the approach portions of flyovers, RoBs and underpasses. It is mentioned in sl. no. 13 of the table provided in Annex-I, Schedule D. Concessionaire is expected to do its own independent assessment and design. |
| 79 | Schedule B, cl 4.4, page-17. | This Cl. States that "Proposed Right-of-way (PROW) are given in Appendix BIV. | The chainage given in this Appendix is Design chainage. |
| 80 | Schedule B, cl 4-5, in Appendix BV, page-20 | This Cl. States that "The type and width of median shall be as in Appendix BV. There are some discontinuities in the chainages given in table eg. Ch. Between, 8+925 and 8+950, 40+575 and 40+600, 72+925 and 71+925, 78+225 and 81+550, 107+875 and 107+075, etc. | It is not a discontinuity. Between 8+925 and 8+950 the width is expected to vary from 2 m to 5 m. |
| 81 | Schedule B, cl 4.5, in Appendix BV. | It is understood from Plan & Profile drawings furnished FRL for left carriageway and right carriageway is same. Please clarify. | At the locations where left and right c/w FRLs are different, separate p/p dwgs for left and right c/w have been provided. |
| 82 | Schedule B, | Plan & Profile drawings furnished indicate type of CS as PUP in the section between km 97.750 and 98.200. However, no underpass is proposed in this section and FRL has been raised in this section. | The drawing for the said location clearly shows pedestrian underpass both in plan and profile and concomitant raising in profile at underpass location. |

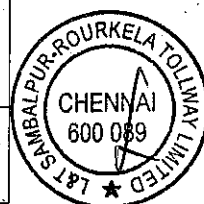
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6/11/2013

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 83 | Schedule B, | Plan & Profile drawings furnished did not show profile raising at km 11+075 where a new PUP is proposed and the type of TCS as EL. Further, Appendix BVIII did not include service roads at this location. | Please refer Sl. 5 of Addendum to RFP. PUP 01 specified at this location in Appendix BXI and Schedule C is deleted. The clause is self explanatory. |
| 84 | Schedule B, Cl 4.16, page no.15 | Rainwater harvesting structure is mandatory in and around water crisis area | |
| 85 | Schedule B, Appendix-BII Realignments, page-16 | Realignment was proposed from Km.17/750 to Km.19/000, but at Km.18+270 only 2lane ROB is proposed instead of 4-lane. | It is because structure portion for 2 lanes has already constructed. Hence only 2 lane RoB is proposed. |
| 86 | Schedule B, Appendix BVII, Page 21 | It includes list of intersections along the project road. In this table, intersection types are indicated as III, IV and V. | Please refer Sl. 11 of Addendum to RFP. Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 87 | Schedule-B, APENDIX-BVIII, page 26. | This appendix provides the lengths of proposed service road and their widths. Does these lengths includes tapering portion required to merge with main carriageway wherever it is required or the tapering lengths need to be considered extra over and above the given lengths. Also clarify, shoulders are required to be constructed along the service roads. | The width of the service road is 5.5 m for the lengths specified. It does not include the taper portion. C/s details have been provided in drawings volume of PPR. |

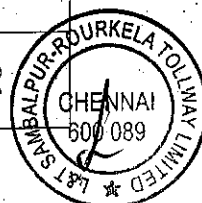
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22/11/2018

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| 88 | Schedule B | The schedules didn't discuss about the drainage type (open/lined/closed) and arrangements i.e. along the project corridor. | Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 89 | Schedule B, Appendix BIX, Detailed of proposed flyover | This appendix indicates required width for four laning flyover as 12m. Also P&P drawings did not show which carriageway is proposed for raising. | Please refer Sl. 3 of Addendum to RFP. |
| 90 | Schedule B, Appendix BX | It indicates different widths for VUP. Kindly clarify the widths indicated are correct or is there any printing error. | Unidirectional Fly-Over. Please refer the GAD. Please refer Sl. 4 of Addendum to RFP. |
| 91 | Schedule B, Appendix BXI | It indicates different widths for PUP. Kindly clarify the widths indicated are correct or is there any printing error. | Structure width of VUP will be 2 x 12m and clear span 15m Please refer Sl. 5 of Addendum to RFP. |
| 92 | Schedule B, Appendix BXIII | It indicates the widening required for culverts which at a few locations are more than the ROW available. Kindly clarify the widths indicated are correct or is there any printing error. | Width includes median Please refer Sl. 7 of Addendum to RFP. |
| 93 | Schedule B, Appendix BXV | 4 New ROB's have been proposed on the project corridor, 2 on bypasses and 2 on exg. Alignment. | Please refer Sl. 8 of Addendum to RFP. |
| 94 | Schedule B, Appendix BXIII Page 30 | Is the Span arrangement indicated for the proposed major bridges mandatory. | Article 2.1 is self explanatory. |
| 95 | Schedule B, Appendix BXVI Page 31 -34 | Is the Span arrangement indicated for the proposed major bridges mandatory. | Article 2.1 is self explanatory. |

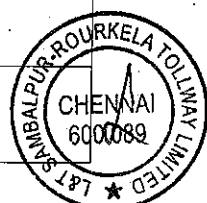
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



9/12/23

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 96 | Schedule C, Clause 2, a, page 44 | It indicates three new toll plazas are to be constructed. Kindly Specify, the numbers of lanes required for each of the toll plaza. | Please refer clause 10.4.12 of specified Manual for number of toll plaza lanes. |
| 97 | Schedule C, Clause 2, a, page 44 & Schedule R, page 86. | Toll Plaza chainages are 17/025, 71/853, and 150/075 and Toll plaza chainages is mentioned as 17/025, 80/181 and 150/075, | Please refer Sl. 10 of Addendum to RFP. Toll Plaza chainages are 17/025, 71/853, and 150/075 |
| 98 | Schedule C, Clause 2, a, page 44 | There are 3 toll plazas collecting toll, kindly specify the tolls are collected for what length of the highway, its present per km toll tariff and these agencies are permitted to collect toll till what time period. | Presently Toll is being collected by the State Government at three locations for almost equal lengths at a rate approved by the State Govt. After completion of the project the provisions of Odisha Toll Act 2010 and Toll Rules, 2011 shall be applicable as per the concession agreement. |
| 99 | Schedule C, Clause 2, f, page 45 | It indicates eight laybys are to be constructed. | Concessionaire has to conduct its own independent assessment/traffic/parking demand and design accordingly. |
| 100 | Schedule C Page no 45 | Kindly Specify, the length of the bay required at each of the proposed layby location. There are 26 proposed Bus bays. There are also 12 existing Bus bays are available on site. Kindly provide the Chainages of existing bus shelters. If they are coinciding with Proposed CH. Of Bus bay then kindly delete proposed CH at that location. | Widening of the existing road from 2 lane to 4 lane may render the existing facilities redundant. Busbays have to be provided as per scope in Schedule C. It is expected that the locations of busbays would be finalised by the Concessionaire in consultation with IE/OWD. |
| 101 | Schedule Page 49 | Sr. no 12 Additional 3.5 wide shelter lane has not been provided at median openings where median width is 1.5 m. | Median opening in the said table has been given in Remarks column. It only means that the said section may be provided with median opening. It is expected that the locations of such median openings would be finalised by the Concessionaire in consultation with IE/OWD. |

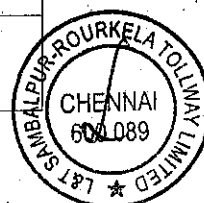
Chief Engineer
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Odisha, Bhubaneswar



29/5/2013

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
|-------|--|--|--|
| 102 | Schedule C | Schedule C and D did not mention about HTMS. Kindly clarify, HTMS and its associated components are not required to be provided. | Please refer Sl. 9 of Addendum to RFP. Facilities have to be in accordance with scope given in Schedule C. |
| 103 | Schedule R (Annex-I) | In the concession agreement the Orissa Gazette notification states the trucks carrying Other than Minor minerals are to be tolled at two times the permissible toll. Please elaborate how this is implemented at present in the existing toll plazas, we have not observed and additional toll rate at present in these toll plazas. How the administration will help in collect the additional toll from the Other than Minor minerals carrying trucks, as it will create issues with willingness to pay. | Concessionaire to devise ways to identify trucks carrying minerals other than minor minerals |
| 104 | Orissa Gazette Notification Schedule - R | Kindly ensure the location of toll plazas is beyond a distance of 10 kilometres from municipal area limits in order to comply with Rule 8(1) of the Orissa State Roads Tolls (Determination of Rates and Collection) Rules, 2011. | Article 2.1 is self explanatory. |
| 105 | Schedule - R | Kindly ensure that no toll plaza on the same section of state highway and in the same direction is to be established within a distance of 40 kilometres from the other in order to comply with Rule 8(2) of the Orissa State Roads Tolls (Determination of Rates and Collection) Rules, 2011. | Distance between two toll plazas is more than 40 km. |
| 106 | ROW | The PROW mentioned in Appendix BIV, at some locations is less EROW mentioned in Cl. No. 2 (Eg. in S.No of 1 the PROW is 27m but the EROW at these location is more than that) Please clarify whether the PROW is in addition to the EROW or PROW is inclusive of EROW. | PROW is inclusive of EROW. However, land acquisition requirements are based on location of PROW with respect to EROW. |

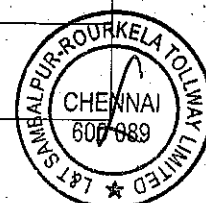
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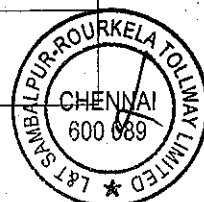
| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 107 | General | Kindly furnish the geotechnical investigations report for the project corridor. | Please refer Sl. 11 of Addendum to RFP. Provided in PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 108 | General | Please provide the GAD & Geotech report for the structures. | Please refer Sl. 11 of Addendum to RFP. Provided in PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 109 | General | Kindly provide the cross section details along with the schedule. | Please refer Sl. 11 of Addendum to RFP. Indicative C/s details have been provided in drawings volume of PPR. |
| 110 | General | Does Works department, Govt of Odisha intend to carry out any maintenance to correct existing pavement distress before handing over to Concessionaire? | Article 6.2 may please be referred to. |
| 111 | | Please furnish exact details like overlay thickness, sections lengths and other sort of proposed works maintenance works | Article 2.1 is self explanatory. |
| 112 | General | Diesel hike is impacted the material prices, Is there any revision of project TPC. | Please refer Article 48 of the DCA which is self explanatory. |
| 113 | General | We have observed a conveyor belt structure crosses the road alignment; please clarify how the road width is accommodated at this location. Site investigation reveals 4 lane width cannot be accommodated. | Adequate ROW is available for construction of 4 lane carriageway. |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 114 | General | Please furnish major minerals, minor minerals clarification for us to calculate toll revenue | Please refer the Schedule R which is self explanatory. Please refer Mines and Minerals (Development and Regulation) Act, 1957 for details. |
| 115 | Compensatory Afforestation | Will GoO bear the cost of Compensatory afforestation? | GOO shall bear the cost of compensatory afforestation for the extent of land being acquired as per Authorities assessment. |
| 116 | Schedule B Appendix B1 | Alignment plan and Vertical profile not available, Please provide | Please refer Appendix B1. |
| 117 | Schedule B Appendix BVII | Drawings of types of intersections have not been shown. Please clarify | Please refer SL 11 of Addendum to RFP. Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 118 | Schedule B, Appendix BVIII | Width of the service road as per appendix BVIII is 5.5m however as per Para 2.12.2.1 of IRC SP: 84 it should be 7.0m. No Deviation from Manual has been included in deviation list of schedule -D, Please clarify. | Scope of service roads w.r.t applicable stretches and proposed width has been specified in Schedule B. Hence not included in deviation list of Schedule D. |
| 119 | Schedule B, Appendix BV | Width of median including shyness as per Appendix BV for urban stretches is given 2.0m in contrast to 2.5m given in manual of specification i.e. IRC SP:84-2009. Deviation for the same has not been included in deviation list of schedule -D. Please clarify. | Width of median specified in Schedule B. Hence not included in deviation list of Schedule D. |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



24/5/16

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
|-------|-----------------------------|---|--|
| 120 | Manual | Maximum super elevation shall be 7.0% as per Annexure -I Para-2 sr no. 7 with reference to manual of specification clause 2.9.3. Would it be limited to 5.0% if radius of horizontal curve is less than desirable minimum? Please clarify. | Please refer sl. no. 8 of the table given in Annex-I, Schedule D giving details of the modified provision to clause 2.9.3 of the specified Manual. |
| 121 | Schedule B, Appendix BII | Details of bypass and realignment, whether the length given as per proposed chainages would be new 4 lane bypass or widening of existing bypass, please clarify. | There is no existing bypass for Rengali and Jharsuguda. Length given as per proposed chainage is for new 4 lane bypass. |
| 122 | Schedule B, Appendix BIII | 2 values of design speed are given in minimum Design speed table given in Appendix BIII. These are 40-50 kmph for the stretch at km 27-28 and 50-100 kmph for the stretch km 157-160. Lower value given in both cases would be minimum design speed. Please clarify | Please refer Article 2.1. |
| 123 | Schedule B Appendix BIX | Whether 35m is to be taken as c/c span of expansion joint or clear width. | Clear Span |
| 124 | Schedule B Appendix BIX | The project is 2 laning the width proposed for flyover at sl no 1 & 2, 12m only, Please confirm. | Width of flyover will be 12m and provided in one carriageway. |
| 125 | Schedule B Appendix BX, BXI | Overall width of VUP's / PUP's / Reptile & Elephant underpass shall be 27.5m considering 4.5m width of median and 24.5m considering 1.5m width of median. However, the width mentioned for VUP's / PUP's / Reptile & Elephant underpass is different from 27.5m and 24.5m. Please clarify if widths mentioned in Schedule 'B' are correct & provide cross section of VUP's/ PUP's and Reptile & Elephant underpass. | Please refer Sl. 4 and 5 of Addendum to RFP. Width will be 2 x 12.00m |
| 126 | Schedule B Appendix BXI | As per safety circular number NHAI/2008/Road Safety/IRF/588 dated 12.7.2010 the clear opening of Pedestrian Underpasses shall be 7.0m x 3.5m, whereas it has been mentioned as 5.0m x 3.0m in Schedule 'B'. Please confirm the size to be followed. | As specified in Schedule B. |

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Odisha, Bhubaneswar



| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 127 | Schedule B Appendix BXII | The formation width of existing bridges as per Schedule 'A' is 8.0m / 8.2m. Please confirm that existing bridges are to be retained without widening. | No widening of existing structures is envisaged. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 128 | Schedule B Appendix BXII & BXIII | The type of foundation & super structure are mention in the schedule b appendix BXII & appendix BXIII please confirm whether the concessioner is free to adopt their own design type. | Refer Article 2.1. Concessionaire has to do his own design. Structures to add if required. |
| 129 | Schedule B Appendix BXIII | The formation width of minor bridges shall be 12m without footpaths for each side minor bridge as per Schedule 'D'. Thus, the deck width for minor bridges should be 24m. However, the overall deck widths mentioned at few locations are different from 24m. Please clarify if widths mentioned in Schedule 'B' are correct. | Please refer Sl. 7 of Addendum to RFP. PI follow revised schedule |
| 130 | Schedule B Appendix BXV | The span arrangement proposed for ROB1 is 2 x 6.98m as compared to 1 x 13m of the existing ROB. Please confirm that the span arrangement in the proposed ROB has smaller spans than the existing ROB & please provide status of GAD approval | Please refer Sl. 8 of Addendum to RFP. PI follow revised schedule |
| 131 | Manual & Schedule | TCS given in manual of specification for TCS type A3 Fig 2.4 (Open country) may not be accommodated in given land and may required earth retaining structure in the stretch please revive. Have you considered such structure in the total project cost, please clarify | Concessionaire is to develop TCS in accordance with specified Manual, considering provisions in tech. schedules and RoW availability. |

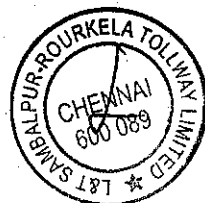
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DPI & Roads
Odisha, Bhubaneswar



21/12/13
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| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
|-------|---------------------------------|--|---|
| 132 | Schedule C | As per Schedule C & Clause 12.3 of manual lighting to be provide in Toll Plaza, Truck Laybye, Interchanges, & Built up Section of the project highway please provide specific location for 1. Interchanges Location where lighting to be provided 2. Location & Length of Built up Section where lighting to be provided | 1. There are no interchanges in scope of work specified in Schedule B and C. 2. The location and length of built up section is given in table as part of Clause 1.1 of Annex-I, Schedule B. Please refer sl. no. 2 of the table given in Annex-I, Schedule D giving details of the modified provision w.r.t design speed. |
| 133 | Manual Section 2 | In manual under geometry design under various section minimum and ruling / desirable limits has been prescribed please confirm that minimum criteria is permissible to be followed in design by concessionaire | Please refer Article 48 for Definition of PCU. No change. As specified in Schedule B. |
| 134 | Schedule B Width of carriageway | The carriageway required as per IRC -64- 1990 up to 35000 PCU/Day is 7m Dual carriageway as per concession agreement article 29 in year 2020 traffic projected is 25732 PCU/ Day. Please review the main carriageway width proposed | Please refer Article 48 for Definition of PCU. No change. As specified in Schedule B. |
| 135 | Manual 4.2.1 | At many locations the minimum embankment height as per Clause 4.2.1 of the 4-Laning Manual (IRC:SP:84-2009) is not available on site and no reconstruction due to this has been mentioned in Schedule-B of the draft Concession Agreement. Please confirm that no reconstruction shall be required with reference to Clause 4.2.1 of the 4-Laning Manual (IRC:SP:84-2009) | As per Schedule D. |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



22/12/17
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| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 136 | Ministry of Environment & Forests (MOEF) Circular on Borrow Areas | <p>As per MOEF's office memorandum F. No. 2-30/2012-IA-III dated 18th December 2012 (copy attached for ready reference), separate Environment Clearance for mining of borrow areas shall not be required if in the Environmental Clearance process (TOR & EC proposal), the details of borrow areas are submitted as per the details mentioned in the Circular.</p> <p>Please let us know the identified locations of such borrow Areas so that the leads from the identified locations and cost thereof shall be worked out for bid preparation.</p> <p>As you are aware that the executing agency (Concessionaire / Contractor / Govt. body) normally procure the earth/soil for earth filling from the borrow areas (barren/waste land, soil humps, land for ponds, etc.) located alongside the Project alignment. We request that if the requirement for Environmental Clearance for individual borrow areas be waived as it will be very difficult to identify the borrow areas during the pre-development stage of the Project.</p> <p>Typical Cross sections: Please provide all the typical cross sections adopted for the project road.</p> | <p>Reference on likely borrow areas may be taken from PPR. However Concessionaire has to make its own assessment for consideration of lead and cost.</p> <p>The said MOEF memorandum states that separate environment clearances for mining of soil / earth from borrow areas, which are part of a highway project, are not required. Rather these are to be considered as a single project for appraisal under EIA Notification, 2006.</p> <p>Since the project does not require clearance under EIA Notification, 2006, borrow areas for the project do not require environmental clearance.</p> |
| 137 | Schedule | | <p>Provided in Drawing volume of PPR.</p> <p>Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability.</p> |
| 138 | Schedule | Widening schedules: Please provide widening schedule for the total project road. | Please refer Plan Profile drawings provided. |

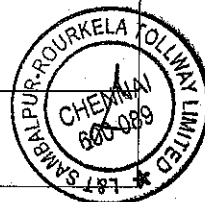
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6/15/14

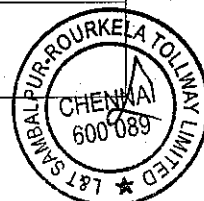
| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 139 | Sch A-Annexure I-Sc. A Page no.7 | "The Site of the Four lane with paved shoulder divided project highway" But the site is only 2 lane paved shoulder. Please modify. | The existing road is 2 lane with paved shoulder as indicated in Clause 3, Annex-I, Schedule A. The proposed road is 4 lane with paved shoulder divided project highway |
| 140 | Sch A-Appendix-AI-Page no. | This appendix provides the details of existing ROW. Please clarify whether the ROW Available on each side (LHS & RHS) are with respect to existing four lane centre line or any other reference. Please clarify. | This is with respect to existing road as shown in the village/revenue maps. |
| 141 | Sch B - Cl 4.2-Page no.11 | Details of new Utilities - Please specify the exact requirements for provision of accommodating new utilities. Please specify. | Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 142 | Sch B - Cl 1.1-Page no.13 | The Paved carriageway shall be 17m and for Urban stretches 19m. The width is not clear. Please provide typical cross sections. | Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |
| 143 | Sch B-Cl 4-5, Page no.14 | Width of median: The width of median has given as 5.0m & 2.0m. We understand the width includes shyness of 0.25m on both sides of median. Please clarify. | Yes |
| 144 | Sch B- Retaining structures | Schedule-B is silent about requirement of earth retaining structures such as RE/RCC wall and toe wall requirement. Please provide the details of RE/RCC wall and toe wall locations in view of ROW Constraints and or high embankment locations Please provide. | RE/RCC wall of height more than 6 m has been proposed in the approach portions of flyovers, RoBs and underpasses. It is mentioned in sl. no. 13 of the table provided in Annex-I, Schedule D. |

Chief Engineer
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Odisha, Bhubaneswar



| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 145 | Sch. B Appendix B VIII & B XIII Page 26 & 31 | Service road bridges required at Km.77.827. But there is no such provision for the bridge at above location in schedule B. Please clarify. | Please refer Sl. 7 of Addendum to RFP. Total width of bridge will be 33.85m. |
| 146 | Sch. B Cl. 4.7. Page. 21 & 22 Appendix BVI | The proposed type of intersections are given II, III, IV, V for Major and minor intersections. Please clarify what are these types. Provide the drawings. We understand that the Unidirectional flyover means only one side carriageway (LHS/RHS) will be the flyover i.e grade separated and other carriageway will be at grade level. Please clarify. | Provided in drawings volume of PPR. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. Yes unidirectional flyover means flyover for one side of c/w and at-grade for the other. |
| 147 | Sch. B Cl. 4.9. Page. 27 Appendix BX | The required width of the proposed VUP has been mentioned as 38m at km 39+090. we understand this width includes the service road width also and the service road also has to be raised as that of VUP. Please clarify. There is level crossing at km 27+450 and ROB is proposed. But at the same chainage at Km 27+446 there is one VUP proposed. Please clarify the chainage. | Please refer Sl. 4 of Addendum to RFP. Width of VUP will be 2 x 12m. Service road will run at grade. |
| 148 | Sch. B Cl. 4.13. Page. 42 Appendix BXV | At Chainage 144+002 it is proposed Flyover. But at site there is level crossing and there is material carriage structures beside the level crossing. It is difficult to construct Flyover at this location. Please clarify. | This level crossing is no longer in use. |
| 149 | Sch. 'C', 2(b), Pg NO. 44 | Road side furniture shall be provided in accordance with Manual of Specifications and Standards as per schedule "D". Could you please provide minimum requirement of new metal W-beam crash barrier, Gantry type overhead sign board shall be provided. | As per Schedule D. Concessionaire to assess the same. |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



27/12/2016

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 150 | Sch. B. (A) Page. 30 Appendix BXIII | 2 minor Bridges were found in site visit at location 39+700 and 99+900 which were given as culverts in schedule | Culvert has been considered as per survey. |
| 151 | General | Please mention the name of agencies involved in Technical, Legal and Financial Consultancy service for this project. Please provide. | Joint Venture of M/s PricewaterhouseCoopers Pvt. Ltd. and M/s LEA Associates South Asia Pvt. Ltd |
| 152 | General | Does the Project stretch passes through any forest area / protected forest/reserved forest/social forest? Please specify. | Reserve Forest is 6.72 Ha and Revenue Forest is 20.809 Ha. The Project road passes through eight stretches of RF. The forest clearance procedure is ongoing. |
| 153 | General | Status of Environment & Forrest clearance at this stage? Any specific requirement proposed by MoEF/Forest Dept. for forest? Please specify. | Environment clearance is not required for the project. |
| 154 | General | Please specify the status of clearance on tree cutting. Please specify. | Tree cutting procedure shall be initiated after land acquisition in private and government lands. In forest stretches it shall be initiated after obtaining forest clearance. |
| 155 | General | Project Corridor is passing through any of Gas / Crude Pipeline, status of Utility clearance may be clarified. Please clarify. | Utility relocation process is presently underway. |
| 156 | General | Please inform us the status of the State Support Agreement. Please clarify | Not Relevant for State Projects |
| 157 | General | Kindly provided us the soil investigation data for all structure locations. | PPR may be referred. Concessionaire is expected to develop appropriate design as per specified Manual considering the provisions of Technical schedules and RoW availability. |

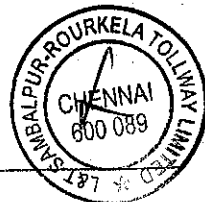
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Odisha, Bhubaneswar



29/12/2013

| Sl No | Clause Ref Page No | Description of Query | Reply to Queries |
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| 158 | Schedule R PPP. 39/11 (part-II) 6642/W dated the 23.06.2011 Clause 3. (6) | The clause states that " No toll shall be levied on two wheelers, three wheelers, Bus or minibus for use of the section of State Road, bridge or bypass." Kindly clarify whether toll can be collected from private or Govt. bus as is the standard practice for other centre and state concessions | The clause is as per Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010). No change is admissible |
| 159 | Schedule R PPP. 39/11 (part-II) 6642/W dated the 23.06.2011 Clause 5. (2) and (3) | (2) The rates specified under rules 4 shall be reviewed annually by the State Government for consideration of any revision thereof. (3) Where the State Government takes a decision for revision of rule of toll then the base rates specified in rule 4 shall be increased The clause states that revision of base fee rate shall take place when the state Govt. takes a decision for revision of the same. Please clarify whether the annual revision of toll rates should be done autonomously or the same subject to the approval and decision of Govt. of Odisha | The clause is as per Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010). The clause is self explanatory |
| 160 | General | Please clarify the usage of Fly-ash in this project. | As per MOEF, 2009 Notification, Highway Projects within 100km of Thermal Projects must use Fly Ash in Road Construction. There are number of Power Plant Units operating in the vicinity. (IB Thermal, Vendanta etc.), who can provide Fly Ash free of cost. Out of 16 Lakh Cum of earthen embankment fly ash to the tune of 12 Lakh cum can be utilized. Concessionaires may also some get some relaxation on removal procedures by negotiating with the Power Plant Units. The Concessionaires are advised to follow the guidelines issued by the Government of India for usage of fly-ash in this Project. |

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



2/12/13

554

OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751001

Letter No. PMU - WB - 102 / 12 -

17493 (14)

Dt. 30.04.2013

From

Er. Nalini Kanta Pradhan
Chief Engineer, World Bank Projects, Odisha
Tel: +91 674 239 6783 / Fax: +91 674 239 0080
Email: pmuosrp@gmail.com

To

All Pre-Qualified Applicants (As per list given below)

| Sl. | Name of Applicant |
|-----|---|
| 1 | TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited |
| 2 | Soma Tollways Private Limited |
| 3 | IL&FS Transportation Networks Limited (ITNL) |
| 4 | Galfar - SREI Consortium |
| 5 | Oriental Structural Engineers Pvt. Ltd. |
| 6 | PRIL-SEL Consortium |
| 7 | Essel Infraprojects Limited |
| 8 | Uniquist Infra Ventures Private Limited |
| 9 | GAYATRI PROJECTS LIMITED |
| 10 | M/s KNR - GVR Consortium |
| 11 | Gammon Road Infrastructure Limited |
| 12 | M/s Ashoka Buildcon Limited |
| 13 | L & T Infrastructure Development Projects Limited (L&T IDPL) |
| 14 | SEW INFRASTRUCTURE LIMITED |

Sub: RFP for Four-Laning with Paved Shoulders of Sambalpur-Rourkela Section of SH-10 From Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) Project on DBFOT Pattern

Response to Additional Queries

Ref: i.) RFP issued vide this office No. 2018 Dt. 18 Jan 2013
ii.) Response to Pre-bid meeting held on 12th Feb 2013 issued in this office letter No. 11068 Dt. 15 Mar 2013

Sir,

With reference to Cl. 2.8.1 of the RFP issued in the aforesaid letter please find attached herewith the response to the additional queries raised by some applicants for your reference.

Yours sincerely,

Encl. As above

[Signature]
Chief Engineer

World Bank Projects, Odisha

Memo No.

17494

Dt. 30.04.2013

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information.

[Signature]
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

[Signature]
Chief Engineer
World Bank Projects, Odisha



Memo No.

17495 Dt. 30.04.13

555

Copy to Mr. Mansih R. Sharma, Executive Director, [Authorized Signatory], M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar, Email: manish.r.sharma@in.pwc.com; for information.

Done
Chief Engineer

Memo No.

17496 (114)

Dt.

30.04.13

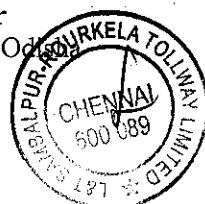
World Bank Projects, Odisha

Copy forwarded to the following Pre-Qualified Applicants for favour of information.

1. **TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited**
TRIL Roads Private Limited,
Elphinstone Building, 2nd Floor,
10, Veer Nariman Road, Mumbai – 400 001
Email: pdkarkaria@tata.com ; ngoyal@tata.com ;
rakshit.jain@autostrade-india.com;
Stefano.bonomolo@autostrade.it
2. **Soma Tollways Private Limited**
14, Avenue – 4, Banjara Hills,
Hyderabad – 500 034, Andhra Pradesh
Email: info@soma.co.in
3. **IL&FS Transportation Networks Limited (ITNL)**
The IL&FS Financial Centre,
Plot C – 22, G – Block, Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051
Email: ravi.sreehari@ilfsindia.com
4. **Galfar – SREI Consortium**
Galfar Engineering & Contracting (India) Pvt. Ltd.,
16th Floor, Tower – A, Building No. 5,
DLF Cyber City, Gurgaon – 122 001
Email: pankajtomar@galfar.com;
partha.chaudhury@srei.com
5. **Oriental Structural Engineers Pvt. Ltd.**
21, Commercial Complex, Malcha Marg,
Diplomatic Enclave, New Delhi – 110 021
Email: v.c.verma@orientalindia.com
6. **PRIL-SEL Consortium**
(Piramal Roads Infra Pvt. Ltd – Sadbhav Engineering Ltd. Consortium)
1, Peninsula Spenta, Mathuradas Mills,
Senapati Bapat Marg, Lower Parel,
Mumbai – 400 013
Email: gauri.desai@piramalroadsinfra.com ;
nitin@sadbhaveng.com
7. **Essel Infraprojects Limited**
Kohinoor City, 513 A Wing, 5th Floor,
Kirol Road, Off L. B. S. Marg,
Kurla (west), Mumbai – 400 070
Email: venkateshan@infra.esselgroup.com
8. **Uniquet Infra Ventures Private Limited**
2nd Floor, The Capital Court,
Olof Palme Marg, Munirka,
New Delhi – 110 067
Email: k.krishnakanth@uniquetinfra.com
9. **GAYATRI PROJECTS LIMITED**
6 – 3 – 1090, TSR Towers, Rajbhavan Road,
Somajiguda, Hyderabad – 500 082
Andhra Pradesh
Email: gplhyd@gayatri.co.in;
kmaniraju@gmail.com
10. **M/s KNR – GVR Consortium**
M/s KNR Constructions Limited
KNR House, 3rd & 4th Floor,
Plot No. 114, Phase – I, Kavuri Hills,
Hyderabad – 500 033
Email: knrcl@rediffmail.com ; info@knrcl.com
11. **Gammon Road Infrastructure Limited**
Orbit Plaza, 5th Floor, Plot No. 952 / 954,
New Prabhadevi Road, Prabhadevi,
Mumbai – 400025
Email: info@gammoninfra.com
12. **M/s Ashoka Buildcon Limited**
“Ashoka House”, Ashoka Marg,
Ashoka Nagar, Nashik – 422011, Maharashtra
Email: ajay.kankariya@ashokabuildcon.com
Fax: 0252 – 2236704
13. **L & T Infrastructure Development Projects Limited (L&T IDPL)**
P.O. Box No. 979, Mount Poonamallee Road,
Manapakkam, Chennai – 600089
Email: jsn@lntidpl.com
Fax: 044 – 22528788
14. **SEW INFRASTRUCTURE LIMITED**
6 - 3 871, “Snehalata”, Green Lands Road,
Begumpet, Hyderabad – 600016
Andhra Pradesh
Email: lalit.arora@sewinfrastructure.com;
svr.gopavaram@sewinfrastructure.com

DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

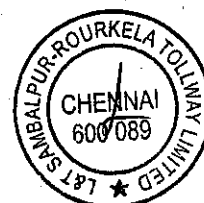
Done
Chief Engineer
World Bank Projects, Odisha



Reply to Additional queries raised for "Four laning with paved shoulders of Sambalpur – Rourkela section of SH-10 from existing km 4.900 to km 167.900 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern"

| S. No. | Reference | Prebid Question | Prebid Reply | Additional Query | Response to the Additional Query |
|--------|-----------------------------|---|---|---|--|
| 1 | Prebid reply of sr. no. 125 | Overall width of VUP's / PUP's / Reptile & Elephant underpass shall be 27.5m considering 4.5m width of median and 24.5m considering 1.5m width of median. However, the width mentioned for VUP's / PUP's / Reptile & Elephant underpass is different from 27.5m and 24.5m. Please clarify if widths mentioned in Schedule 'B' correct & provide cross section of VUP's/ PUP's & Reptile/ Elephant Underpass | Please refer Sl. 4 and 5 of Addendum to RFP. Width will be 2 x 12.00m | Point number 125 of pre bid replies mentions width to be 2 x 12m for PUP/RUP/EUP. However, the Schedule B mentions width of RUP/EUP as 27m. It is understood that revised width to be followed is 2 x 12.0m which shall be updated in the Schedule. | Width of RUP/EUP will be 27m as mentioned in revised schedule. |
| 2 | Prebid reply of sr. no. 85 | Realignment was proposed from Km. 17/750 to Km. 19/000, but at Km. 18+270 only 2 lane ROB is proposed instead of 4-lane. | It is because structure portion for 2 lanes has already constructed. Hence only 2 lane RoB is proposed. | The pre-bid reply states that 2 lane is already constructed at this location. There is confusion since proposed 4 lane road is on realignment section and does not pass through the existing alignment. Since ROB at km 18.270 is in realignment, two separate ROB's shall be constructed of 2 lane each with a single span of 18.0m as per Railways requirement in case of existing single railway line. | Alignment for 4-Lane has been fixed so as to utilize structure constructed by railway for 2-Lane. Therefore only 2-Lane ROB (at grade) is to be constructed. |


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

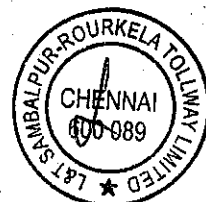


| S. Reference | Prebid Question | Prebid Reply | Additional Query | | | | Response to the Additional Query | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------|--|--|---|-------|-----------------|-------------------------------------|----------------------------------|----|-------|-------|------------------------|----|-------|-------|------------------------|----|--------|-------|------------------------|----|--------|-------|------------------------|----|--------|-------|------------------------|----|--------|--------|-----------------------|----|--------|-------|------------------------|--|---|
| 3 | <p>The formation width of minor bridges shall be 12m without footpaths for each side minor bridge as per Schedule 'D'. Thus, the deck width for minor bridges should be 24m. However, the overall deck widths mentioned at few locations are different from 24m. Please clarify if widths mentioned in Schedule 'B' are correct.</p> | <p>Please refer SL 7 of Addendum to RFP.</p> <p>P1 follow revised schedule</p> | <table><thead><tr><th>S.No.</th><th>Design Chainage</th><th>Deck width as given in Schedule 'B'</th><th>Deck width as shown in GAD's</th></tr></thead><tbody><tr><td>1.</td><td>5+473</td><td>24.0m</td><td>24.0m with 2.0m median</td></tr><tr><td>2.</td><td>7+047</td><td>23.0m</td><td>24.0m with 2.0m median</td></tr><tr><td>3.</td><td>20+944</td><td>24.0m</td><td>24.0m with 2.0m median</td></tr><tr><td>4.</td><td>37+329</td><td>26.0m</td><td>26.0m with 5.0m median</td></tr><tr><td>5.</td><td>42+211</td><td>26.0m</td><td>26.0m with 5.0m median</td></tr><tr><td>6.</td><td>77+827</td><td>33.85m</td><td>Total width not shown</td></tr><tr><td>7.</td><td>88+716</td><td>26.0m</td><td>26.0m with 5.0m median</td></tr></tbody></table> | S.No. | Design Chainage | Deck width as given in Schedule 'B' | Deck width as shown in GAD's | 1. | 5+473 | 24.0m | 24.0m with 2.0m median | 2. | 7+047 | 23.0m | 24.0m with 2.0m median | 3. | 20+944 | 24.0m | 24.0m with 2.0m median | 4. | 37+329 | 26.0m | 26.0m with 5.0m median | 5. | 42+211 | 26.0m | 26.0m with 5.0m median | 6. | 77+827 | 33.85m | Total width not shown | 7. | 88+716 | 26.0m | 26.0m with 5.0m median | <p>The width of minor bridges has been proposed as 12m each carriageway in schedule 'D'. This means that the overall width of box type minor bridges with covered median shall be 11.25 + 2.0 + 11.25 = 24.5m in case of median = 2.0m and 11.25 + 5.0 + 11.25 = 27.5m in case of median = 5.0m for a square crossing. However the widths for the following minor bridges is not confirming to the above criteria:</p> | <p>Width of 12m each carriageway has been followed only for new construction. However for widening of existing minor bridges, widening has been done upto the proposed road width. These are presented in the table provided in the drawings.</p> <p>Following widths of structures is reconfirmed.</p> <p>Total width will be 24m after widening including 2m median</p> <p>Total width will be 23m after widening including 2m median</p> <p>Total width will be 24m after widening including 2m median</p> <p>Total width will be 26m after widening including 5m median</p> <p>Total width will be 26m after widening including 5m median</p> <p>Bridge will be reconstructed for total width 33.85m as per highway alignment</p> <p>Total width will be 26m after widening including 5m median</p> |
| S.No. | Design Chainage | Deck width as given in Schedule 'B' | Deck width as shown in GAD's | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | 5+473 | 24.0m | 24.0m with 2.0m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | 7+047 | 23.0m | 24.0m with 2.0m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | 20+944 | 24.0m | 24.0m with 2.0m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | 37+329 | 26.0m | 26.0m with 5.0m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | 42+211 | 26.0m | 26.0m with 5.0m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | 77+827 | 33.85m | Total width not shown | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | 88+716 | 26.0m | 26.0m with 5.0m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



| S. No. | Reference | Prebid Question | Prebid Reply | Additional Query | Response to the Additional Query | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------|---|-------------------|------------------------|--|---|--------|-------|------------------------|--|----|---------|-------|------------------------|--|-----|---------|-------|------------------------|--|-----|---------|--------|------------------------|--|-----|---------|-------|------------------------|--|-----|---------|-------|------------------------|--|-----|---------|-------|------------------------|--|---|
| | | | | <table><tr><td>8.</td><td>89+017</td><td>26.0m</td><td>26.0m with 5.0m median</td><td>Total width will be 26m after widening including 5m median</td></tr><tr><td>9.</td><td>116+795</td><td>26.0m</td><td>26.0m with 5.0m median</td><td>Total width will be 26m after widening including 5m median</td></tr><tr><td>10.</td><td>133+740</td><td>26.0m</td><td>26.0m with 5.0m median</td><td>Total width will be 26m after widening including 5m median</td></tr><tr><td>11.</td><td>136+870</td><td>28.47m</td><td>26.0m with 5.0m median</td><td>Total width will be 28.47m after widening including 5m median as per highway alignment</td></tr><tr><td>12.</td><td>142+226</td><td>26.0m</td><td>26.0m with 5.0m median</td><td>Total width will be 26m after widening including 5m median</td></tr><tr><td>13.</td><td>143+086</td><td>24.0m</td><td>24.0m with 2.0m median</td><td>Total width will be 24m after widening including 2m median</td></tr><tr><td>14.</td><td>152+150</td><td>26.0m</td><td>26.0m with 5.0m median</td><td>Total width will be 26m after widening including 5m median</td></tr></table> | 8. | 89+017 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | 9. | 116+795 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | 10. | 133+740 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | 11. | 136+870 | 28.47m | 26.0m with 5.0m median | Total width will be 28.47m after widening including 5m median as per highway alignment | 12. | 142+226 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | 13. | 143+086 | 24.0m | 24.0m with 2.0m median | Total width will be 24m after widening including 2m median | 14. | 152+150 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | <p>Total width will be 26m after widening including 5m median</p> <p>Total width will be 26m after widening including 5m median</p> <p>Total width will be 26m after widening including 5m median</p> <p>Total width will be 28.47m after widening including 5m median as per highway alignment</p> <p>Total width will be 26m after widening including 5m median</p> <p>Total width will be 24m after widening including 2m median</p> <p>Total width will be 26m after widening including 5m median</p> |
| 8. | 89+017 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | 116+795 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. | 133+740 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11. | 136+870 | 28.47m | 26.0m with 5.0m median | Total width will be 28.47m after widening including 5m median as per highway alignment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12. | 142+226 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13. | 143+086 | 24.0m | 24.0m with 2.0m median | Total width will be 24m after widening including 2m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14. | 152+150 | 26.0m | 26.0m with 5.0m median | Total width will be 26m after widening including 5m median | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Schedule B – Appendix BXIII | New Query | New Query | The skew angle for minor bridge at km 23+002 has been given as 0 degrees in Schedule ‘B’ whereas the skew angle is about 25 degrees in General Arrangement Drawings. Please clarify. | Bridge located on Rengali Bypass. Bridge is normal to the alignment in this location as stated in the Schedule ‘B’ is to be followed. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Annexure -1 Schedule C 1(m) of Addendum | Provision of HTMS | New Query | The requirement of HTMS is at the stage of 40000pcu/day as per clause 12.12 manual. The feasibility report indicates average traffic of three toll plaza @ 40000 pcu/day would be in the year 2022. However Target traffic given in article 29.1.1 is 25732 PCU/Day. It is presumed that HTMS requirement would be in the year 2022. | The HTMS for this project should be operational from the starting date of tolling i.e. from the COD, although as per the manual it is mandatory when traffic volume is 40000 PCU/day. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |


 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751001**

Letter No. PMU - WB - 102 / 12 - **19368 (4)** Dt. **13.5/3**

From

Er. Nalini Kanta Pradhan
Chief Engineer, World Bank Projects, Odisha
Tel: +91 674 239 6783 / Fax: +91 674 239 0080
Email: pmuosrp@gmail.com

To

All Pre-Qualified Applicants (As per list given below)

| Sl. | Name of Applicant |
|-----|---|
| 1 | TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited |
| 2 | Soma Tollways Private Limited |
| 3 | IL&FS Transportation Networks Limited (ITNL) |
| 4 | Galfar - SREI Consortium |
| 5 | Oriental Structural Engineers Pvt. Ltd. |
| 6 | PRIL-SEL Consortium |
| 7 | Essel Infraprojects Limited |
| 8 | Uniquet Infra Ventures Private Limited |
| 9 | GAYATRI PROJECTS LIMITED |
| 10 | M/s KNR - GVR Consortium |
| 11 | Gammon Road Infrastructure Limited |
| 12 | M/s Ashoka Buildcon Limited |
| 13 | L & T Infrastructure Development Projects Limited (L&T IDPL) |
| 14 | SEW INFRASTRUCTURE LIMITED |

Sub: RFP for Four-Laning with Paved Shoulders of Sambalpur-Rourkela Section of SH-10 From Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) Project on DBFOT Pattern

- **Addendum No 2 to RFP : Extension of Bid Due Date till 30th May, 2013**

Ref: i.) RFP issued vide this office No. 2018 Dt. 18 Jan 2013
ii.) Response to Pre-bid meeting held on 12th Feb 2013 issued in this office letter No. 11068 Dt. 15 Mar 2013 and No. 17493 Dt. 30.04.2013

Sir,

Based on request received from several applicants for extension of Bid Due date, please find enclosed herewith the Addendum No 2 to RFP issued in pursuant to Cl. 2.9 of the RFP scheduling the Bid Due Date as 16:00 Hours of **30th May 2013** for your reference.

Yours sincerely,

Encl. As above

Memo No.

19369

Dt.

13.5/3

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information.

DR
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

DR
Chief Engineer
World Bank Projects, Odisha

DR
Chief Engineer
World Bank Projects, Odisha



Memo No.

Dt.

Copy to Mr. Mansih R. Sharma, Executive Director, [Authorized Signatory], M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar, Email: manish.r.sharma@in.pwc.com; for information.

Memo No.

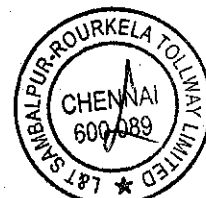
Dt.

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1. **TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited**
TRIL Roads Private Limited,
Elphinstone Building, 2nd Floor,
10, Veer Nariman Road, Mumbai – 400 001
Email: pdkarkaria@tata.com ; ngoyal@tata.com ;
rakshit.jain@autostrade-india.com;
Stefano.bonomolo@autostrade.it
2. **Soma Tollways Private Limited**
14, Avenue – 4, Banjara Hills,
Hyderabad – 500 034, Andhra Pradesh
Email: info@soma.co.in
3. **IL&FS Transportation Networks Limited (ITNL)**
The IL&FS Financial Centre,
Plot C – 22, G – Block, Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051
Email: ravi.sreehari@ilfsindia.com
4. **Galfar – SREI Consortium**
Galfar Engineering & Contracting (India) Pvt. Ltd.,
16th Floor, Tower – A, Building No. 5,
DLF Cyber City, Gurgaon – 122 001
Email: pankajtomar@galfar.com;
partha.chaudhury@srei.com
5. **Oriental Structural Engineers Pvt. Ltd.**
21, Commercial Complex, Malcha Marg,
Diplomatic Enclave, New Delhi – 110 021
Email: v.c.verma@orientalindia.com
6. **PRIL-SEL Consortium**
(Piramal Roads Infra Pvt. Ltd – Sadbhav Engineering Ltd. Consortium)
1, Peninsula Spenta, Mathuradas Mills,
Senapati Bapat Marg, Lower Parel,
Mumbai – 400 013
Email: gauri.desai@piramalroadsinfra.com ;
nitin@sadbhaveng.com
7. **Essel Infraprojects Limited**
Kohinoor City, 513 A Wing, 5th Floor,
Kior Road, Off L. B. S. Marg,
Kurla (west), Mumbai – 400 070
Email: venkateshan@infra.esselgroup.com
8. **Uniquet Infra Ventures Private Limited**
2nd Floor, The Capital Court,
Olof Palme Marg, Munirka,
New Delhi – 110 067
Email: k.krishnakanth@uniquetinfra.com
9. **GAYATRI PROJECTS LIMITED**
6 – 3 – 1090, TSR Towers, Rajbhavan Road,
Somajiguda, Hyderabad – 500 082
Andhra Pradesh
Email: gplhyd@gayatri.co.in;
kmaniraju@gmail.com
10. **M/s KNR – GVR Consortium**
M/s KNR Constructions Limited
KNR House, 3rd & 4th Floor,
Plot No. 114, Phase – I, Kavuri Hills,
Hyderabad – 500 033
Email: knrel@rediffmail.com ; info@knrel.com
11. **Gammon Road Infrastructure Limited**
Orbit Plaza, 5th Floor, Plot No. 952 / 954,
New Prabhadevi Road, Prabhadevi,
Mumbai – 400025
Email: info@gammoninfra.com
12. **M/s Ashoka Buildcon Limited**
“Ashoka House”, Ashoka Marg,
Ashoka Nagar, Nashik – 422011, Maharashtra
Email: ajay.kankariya@ashokabuildcon.com
Fax: 0252 – 2236704
13. **L & T Infrastructure Development Projects Limited (L&T IDPL)**
P.O. Box No. 979, Mount Poonamallee Road,
Manapakkam, Chennai – 600089
Email: jsn@lntidpl.com
Fax: 044 – 22528788
14. **SEW INFRASTRUCTURE LIMITED**
6 - 3 871, “Snehalata”, Green Lands Road,
Begumpet, Hyderabad – 600016
Andhra Pradesh
Email: lalit.arora@sewinfrastructure.com;
svr.gopavaram@sewinfrastructure.com

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Chief Engineer
World Bank Projects, Odisha



**ADDENDUM No. 2
REQUEST FOR PROPOSAL DOCUMENT**

NAME OF WORK: FOUR-LANING WITH PAVED SHOULDERS OF SAMBALPUR-ROURKELA SECTION OF SH-10 FROM KM 4.900 (SAMBALPUR) TO 167.900 KM (ROURKELA) IN THE STATE OF ODISHA TO BE EXECUTED AS BOT (TOLL) PROJECT ON DBFOT PATTERN

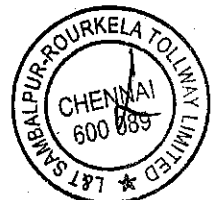
BID Identification No.: PMU – WB – 102 / 12 - 2018 Dt. 18 Jan 2013

The following portions of the Request for Proposal Documents stands modified as mentioned below.

| Sl. No. | Reference to RFP Document | As Amended in Addendum No. 1 to RFP | As amended |
|---------|--|--|--|
| 1 | Vol. I: Invitation For Bids Cl. No. 1.3 (Page 12) | 1.3 Schedule of Bidding Process The Authority shall endeavour to adhere to the following schedule: 5. Bid Due Date : 16:00 Hours on 15th May, 2013 | 1.3 Schedule of Bidding Process The Authority shall endeavour to adhere to the following schedule: 5. Bid Due Date : 16:00 Hours on 30th May, 2013 |

Delivered 12/5/13
Chief Engineer
World Bank Projects, Odisha

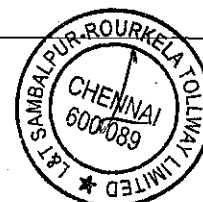
RC
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Reply to Additional queries on Draft Concession Agreement (DCA) and Fee Notification
(Schedule R) raised for
"Four laning with paved shoulders of Sambalpur – Rourkela section of SH-10 from existing km
4.900 to km 167.900 in the State of Odisha to be executed as BOT (Toll) project on DBFOT
pattern

| Sr. No. | Reference | Provisions | Clarifications | Reply |
|---------|--|---|---|--|
| 1. | User Fee Clause 27 of DCA and the Gazette attached in the Schedule R page 98 | In Clause 27.1.1 in 6 th line of DCA in 1 st Para, The User Fee has been advised to be rounded to Rs. 5/- . In Schedule R in the Gazette Notification, rounding of Rs. 1/- has been advised on page 98 para 3 (5) of Notification. | Please clarify the rounding of rate. | Please Refer Sl. 1 of Addendum No. 3 to RFP. |
| 2. | Clause 27.5 of DCA page | As/ per Clause 27.5.1 of DCA page 76/77 - Any user can ask for Return pass at 150% of the single journey toll rate. As per Clause 27.5.2 - Any frequent user may request for and Concessionaire shall issue 50 or more one way toll ticket at discounted rate at 2/3 of respective rate for the specified vehicle. In these Clauses no distinction has been made in Non-commercial / Commercial vehicle. In Schedule R Clause 9 (1) page 103 - Owner or person in charge of mechanical vehicle which is registered for non-commercial purpose only shall be provided a Pass for multiple journey at discounted rate. In this clause commercial vehicle has not been allowed discounted rate. | Please clarify whether commercial vehicle / commercial vehicle carrying minerals other than minor minerals are eligible for discounted rate or not. | The Clause 27.5.1 and Clause 27.5.2 stands amended. Please Refer Sl. 2 and Sl. 3 of Addendum No. 3 to RFP. |
| 3. | Schedule R Gazette Notification | In page 101 example on the revision of toll rates the WPI for January 2011 has been specified as 264.2, however as per the office of economic advisors website for the same period the WPI is specified as 273.46. Request you to please clarify, if the number of 264.2 is just an example or the actual WPI for January 2011. | Please specify the source from which we can access and obtain this WPI for years going forward. | It is clarified that in page number 101, provided WPI figures are for illustration purpose only. Please refer page number 150 of DCA for source of WPI for years going forward. |

M
 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar

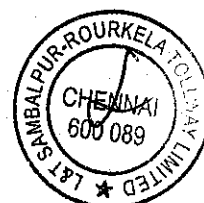


| Sr. No. | Reference | Provisions | Clarifications | Reply |
|---------|---|---|---|---|
| 4. | Clause 25.2.1 and Clause* 25.3 of Draft Concession Agreement page 71 | The grant shall be disbursed to the Concessionaire by way of Equity Support in accordance with the provision of Clause 25.2 and the balance remaining if any shall be disbursed as O&M support in accordance with provision of Clause 25.3. | Please clarify the total quantum of grant that Concessionaire can avail including both equity support and O&M support. | The project has been approved in the 42 nd meeting of the Empowered Institution for the scheme of Financial support to PPPs in Infrastructure and 16 th meeting of Empowered Committee for the scheme of Financial support to PPPs in Infrastructure. Hence it is clarified that the total quantum of grant as per the Viability Gap funding scheme that Concessionaire can avail including both equity support and O&M support shall not exceed the sum specified in the Bid and as accepted by the Government, and shall be further restricted to a sum not exceeding 40% (forty per cent) of the Total Project Cost. |
| 5. | Schedule R PPP. 39/11 (part-II) 6642/W dated the 23.06.2011 Clause 5. (2) and (3) | <p>The rates specified under rules 4 shall be reviewed annually by the State Government for consideration of any revision thereof.</p> <p>Where the State Government takes a decision for revision of rule of toll then the base rates specified in rule 4 shall be increased.</p> <p>The clause states that revision of base fee rate shall take place when the state Govt. takes a decision for revision of the same. Please clarify whether the annual revision of toll rates should be done autonomously or the same subject to the approval and decision of Govt. of Odisha.</p> | <p>The Odisha Toll Act 2010, clause 3 (2) RFP page 90 states as under: The State Govt may revised the Toll Rates fixed under sub section (1) each year linking with the wholesale price index in the manner as may be prescribed.</p> <p>The provision in Odisha Toll Act 2010 gives an impression that Odisha Govt. has got the option of not revising the Toll Rate every year.</p> <p>The provision in the Odisha Toll Act may therefore be reviewed and it may be clarified that whether the toll rates shall be necessarily revised annually or not.</p> | The clause is as per Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010). The clause is self explanatory and no change is admissible. |

Shree
Chief Engineer

World Bank Projects, Odisha

DE
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



564

OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751001

Letter No. PMU - WB - 102 / 12 -

20071 Dt. 17-5-13

From

Er. Nalini Kanta Pradhan

Chief Engineer, World Bank Projects, Odisha

Tel: +91 674 239 6783 / Fax: +91 674 239 0080

Email: pmuosrp@gmail.com

To

All Pre-Qualified Applicants (As per list given below)

| Sl. | Name of Applicant |
|-----|---|
| 1 | TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited |
| 2 | Soma Tollways Private Limited |
| 3 | IL&FS Transportation Networks Limited (ITNL) |
| 4 | Galfar - SREI Consortium |
| 5 | Oriental Structural Engineers Pvt. Ltd. |
| 6 | PRIL-SEL Consortium |
| 7 | Essel Infraprojects Limited |
| 8 | Uniquet Infra Ventures Private Limited |
| 9 | GAYATRI PROJECTS LIMITED |
| 10 | M/s KNR - GVR Consortium |
| 11 | Gammon Road Infrastructure Limited |
| 12 | M/s Ashoka Buildcon Limited |
| 13 | L & T Infrastructure Development Projects Limited (L&T IDPL) |
| 14 | SEW INFRASTRUCTURE LIMITED |

Sub: RFP for Four-Laning with Paved Shoulders of Sambalpur-Rourkela Section of SH-10 From Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) Project on DBFOT Pattern

- **Addendum No 3 to RFP** and Response to Queries regarding DCA & Fee Notification (Schedule R)

- Ref:
- RFP issued vide this office No. 2018 Dt. 18 Jan 2013
 - Response to Pre-bid meeting held on 12th Feb 2013 issued in this office letter No. 11068 Dt. 15 Mar 2013 and No. 17493 Dt. 30.04.2013
 - Addendum No. 2 to RFP communicated in this office No. 19368 Dt. 13 May 2013

Sir,

With reference to Cl. 2.8.1 of the RFP issued in the aforesaid letter and Addendum No. 2 to RFP please find attached herewith the **Addendum No 3 to RFP** and response to some additional queries on the Draft Concession Agreement (DCA) and Fee Notification (Schedule R) raised by some applicants for your reference.

Yours sincerely,

Encl. As above

[Signature]
Chief Engineer

World Bank Projects, Odisha

Memo No.

20072

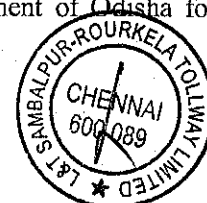
Dt.

17-5-13

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information.

[Signature]
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

[Signature]
Chief Engineer
World Bank Projects, Odisha



Memo No.

20073

Dt.

17-5-13

Copy to Mr. Mansih R. Sharma, Executive Director, [Authorized Signatory], M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar, Email: manish.r.sharma@in.pwc.com; for information.

Memo No.

20074 (14)

Dt.

17-5-13

Copy forwarded to the following Pre-Qualified Applicants for favour of information.

1. TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited

TRIL Roads Private Limited,
Elphinstone Building, 2nd Floor,
10, Veer Nariman Road, Mumbai – 400 001
Email: pdkarkaria@tata.com ; ngoyal@tata.com ;
rakshit.jain@autostrade-india.com;
Stefano.bonomolo@autostrade.it

2. Soma Tollways Private Limited

14, Avenue – 4, Banjara Hills,
Hyderabad – 500 034, Andhra Pradesh
Email: info@soma.co.in

3. IL&FS Transportation Networks Limited (ITNL)

The IL&FS Financial Centre,
Plot C – 22, G – Block, Bandra Kurla
Complex,
Bandra (E), Mumbai – 400 051
Email: ravi.sreehari@ilfsindia.com

4. Galfar – SREI Consortium

Galfar Engineering & Contracting (India) Pvt.
Ltd.,
16th Floor, Tower – A, Building No. 5,
DLF Cyber City, Gurgaon – 122 001
Email: pankajtomar@galfar.com;
partha.chaudhury@srei.com

5. Oriental Structural Engineers Pvt. Ltd.

21, Commercial Complex, Malcha Marg,
Diplomatic Enclave, New Delhi – 110 021
Email: v.c.verma@orientalindia.com

6. PRIL-SEL Consortium

(Piramal Roads Infra Pvt. Ltd – Sadbhav
Engineering Ltd. Consortium)
1, Peninsula Spenta, Mathuradas Mills,
Senapati Bapat Marg, Lower Parel,
Mumbai – 400 013
Email: gauri.desai@piramalroadsinfra.com ;
nitin@sadbhaveng.com

7. Essel Infraprojects Limited

Kohinoor City, 513 A Wing, 5th Floor,
Kirol Road, Off L. B. S. Marg,
Kurla (west), Mumbai – 400 070
Email: venkateshan@infra.esselgroup.com

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Chief Engineer

World Bank Projects, Odisha

8. Uniquet Infra Ventures Private Limited

2nd Floor, The Capital Court,
Olof Palme Marg, Munirka,
New Delhi – 110 067
Email: k.krishnakanth@uniquetinfra.com

9. GAYATRI PROJECTS LIMITED

6 – 3 – 1090, TSR Towers, Rajbhavan Road,
Somajiguda, Hyderabad – 500 082
Andhra Pradesh
Email: gplhyd@gayatri.co.in;
kmaniraju@gmail.com

10. M/s KNR – GVR Consortium

M/s KNR Constructions Limited
KNR House, 3rd & 4th Floor,
Plot No. 114, Phase – I, Kavuri Hills,
Hyderabad – 500 033
Email: knrcl@rediffmail.com ; info@knrcl.com

11. Gammon Road Infrastructure Limited

Orbit Plaza, 5th Floor, Plot No. 952 / 954,
New Prabhadevi Road, Prabhadevi,
Mumbai – 400025
Email: info@gammoninfra.com

12. M/s Ashoka Buildcon Limited

“Ashoka House”, Ashoka Marg,
Ashoka Nagar, Nashik – 422011, Maharashtra
Email: ajay.kankariya@ashokabuildcon.com
Fax: 0252 – 2236704

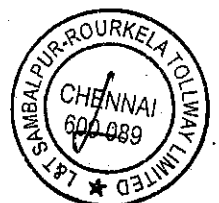
13. L & T Infrastructure Development Projects Limited (L&T IDPL)

P.O. Box No. 979, Mount Poonamallee Road,
Manapakkam, Chennai – 600089
Email: jsn@lntidpl.com
Fax: 044 – 22528788

14. SEW INFRASTRUCTURE LIMITED

6 – 3 871, “Snehalata”, Green Lands Road,
Begumpet, Hyderabad – 600016
Andhra Pradesh
Email: lalit.arora@sewinfrastructure.com;
svr.gopavaram@sewinfrastructure.com

Chief Engineer
World Bank Projects, Odisha



ADDENDUM No. 3
REQUEST FOR PROPOSAL DOCUMENT

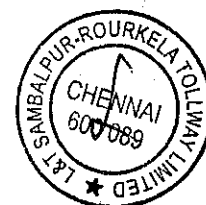
NAME OF WORK: FOUR-LANING WITH PAVED SHOULDERS OF SAMBALPUR-ROURKELA SECTION OF SH-10 FROM KM 4.900 (SAMBALPUR) TO 167.900 KM (ROURKELA) IN THE STATE OF ODISHA TO BE EXECUTED AS BOT (TOLL) PROJECT ON DBFOT PATTERN

BID Identification No.: PMU – WB – 102 / 12 - 2018 Dt. 18 Jan 2013

The following portions of the Request for Proposal Documents stands modified as mentioned below.

| Sl. No. | Reference to RFP Document | As existing | As amended |
|---------|---|--|--|
| 1 | Vol. II: Draft Concession Agreement Cl. No. 27.1.1 (Page 75) | 27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users in accordance with this Agreement and the Notification No. PPP/39/11(Part II) 6642/W dated 23 June 2011 issued by the Government of Odisha in exercise of the powers conferred by Section 13 of the Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010). (the “ Fee Rules ”); provided that for ease of payment and collection, such Fee shall be rounded off to the nearest 5 (five) rupees in accordance with the Fee Rules; provided further that the Concessionaire may determine and collect Fee at such lower rates as it may, by public notice to the Users, specify in respect of all or any category of Users or vehicles. | 27.1.1 On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to demand, collect and appropriate Fee from the Users in accordance with this Agreement and the Notification No. PPP/39/11(Part II) 6642/W dated 23 June 2011 issued by the Government of Odisha in exercise of the powers conferred by Section 13 of the Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010) (the “ Fee Rules ”); provided that for ease of payment and collection, such Fee shall be rounded off to the nearest multiple of 1 (one) rupee in accordance with the Fee Rules; provided further that the Concessionaire may determine and collect Fee at such lower rates as it may, by public notice to the Users, specify in respect of all or any category of Users or vehicles. |

DE
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

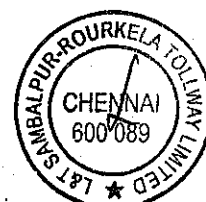


| Sl. No. | Reference to RFP Document | As existing | As amended |
|---------|---|---|--|
| 2 | Vol. II: Draft Concession Agreement Cl. No. 27.5.1 (Page 75) | 27.5.1 The Concessionaire shall, upon request from any person, issue a return pass on payment of a sum equal to 150% (one hundred and fifty per cent) of the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Project Highway. Such return pass shall entitle the specified vehicle to undertake a return journey within 24 (twenty four) hours from the time of payment of Fee. | 27.5.1 The Concessionaire shall, upon request from any driver, owner or person in charge of mechanical vehicle which is registered for non-commercial purpose , issue a return pass on payment of a sum equal to 150% (one hundred and fifty per cent) of the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Project Highway. Such return pass shall entitle the specified vehicle to undertake a return journey within 24 (twenty four) hours from the time of payment of Fee. |
| 3 | Vol. II: Draft Concession Agreement Cl. No. 27.5.2 (Page 75) | 27.5.2 The Concessionaire shall, upon request from any person for issue of 50 (fifty) or more one-way toll tickets, issue such tickets at a discounted rate equivalent to two-thirds of the Fee payable for the respective vehicle. Such discounted tickets shall entitle the specified vehicle to commute on the Project Highway by using one ticket for a single one-way trip at any time during a period of one month from the date of payment of Fee. | 27.5.2 The Concessionaire shall, upon request from any driver, owner or person in charge of mechanical vehicle which is registered for non-commercial purpose for issue of 50 (fifty) or more one-way toll tickets, issue such tickets at a discounted rate equivalent to two-thirds of the Fee payable for the respective vehicle. Such discounted tickets shall entitle the specified vehicle to commute on the Project Highway by using one ticket for a single one-way trip at any time during a period of one month from the date of payment of Fee. |

55/11/13
Chief Engineer

World Bank Projects, Odisha

D
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Reply to Additional queries on Draft Concession Agreement (DCA) and Fee Notification
(Schedule R) raised for
"Four laning with paved shoulders of Sambalpur – Rourkela section of SH-10 from existing km
4.900 to km 167.900 in the State of Odisha to be executed as BOT (Toll) project on DBFOT
pattern

| Sr. No. | Reference | Provisions | Clarifications | Reply |
|---------|--|--|---|--|
| 1. | User Fee Clause 27 of DCA and the Gazette attached in the Schedule R page 98 | In Clause 27.1.1 in 6 th line of DCA in 1 st Para, The User Fee has been advised to be rounded to Rs. 5/- . In Schedule R in the Gazette Notification, rounding of Rs. 1/- has been advised on page 98 para 3 (5) of Notification. | Please clarify the rounding of rate. | Please Refer Sl. 1 of Addendum No. 3 to RFP. |
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| 3. | Schedule R Gazette Notification. | In page 101 example on the revision of toll rates the WPI for January 2011 has been specified as 264.2, however as per the office of economic advisors website for the same period the WPI is specified as 273.46. Request you to please clarify, if the number of 264.2 is just an example or the actual WPI for January 2011. | Please specify the source from which we can access and obtain this WPI for years going forward. | It is clarified that in page number 101, provided WPI figures are for illustration purpose only. Please refer page number 150 of DCA for source of WPI for years going forward. |

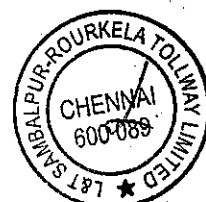
DR
 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



| Sr. No. | Reference | Provisions | Clarifications | Reply |
|---------|---|---|---|---|
| 4. | Clause 25.2.1 and Clause 25.3 of Draft Concession Agreement page 71 | The grant shall be disbursed to the Concessionaire by way of Equity Support in accordance with the provision of Clause 25.2 and the balance remaining if any shall be disbursed as O&M support in accordance with provision of Clause 25.3. | Please clarify the total quantum of grant that Concessionaire can avail including both equity support and O&M support. | The project has been approved in the 42 nd meeting of the Empowered Institution for the scheme of Financial support to PPPs in Infrastructure and 16 th meeting of Empowered Committee for the scheme of Financial support to PPPs in Infrastructure. Hence it is clarified that the total quantum of grant as per the Viability Gap funding scheme that Concessionaire can avail including both equity support and O&M support shall not exceed the sum specified in the Bid and as accepted by the Government, and shall be further restricted to a sum not exceeding 40% (forty per cent) of the Total Project Cost. |
| 5. | Schedule R PPP. 39/11 (part-II) 6642/W dated the 23.06.2011 Clause 5. (2) and (3) | <p>The rates specified under rules 4 shall be reviewed annually by the State Government for consideration of any revision thereof.</p> <p>Where the State Government takes a decision for revision of rule of toll then the base rates specified in rule 4 shall be increased.</p> <p>The clause states that revision of base fee rate shall take place when the state Govt. takes a decision for revision of the same. Please clarify whether the annual revision of toll rates should be done autonomously or the same subject to the approval and decision of Govt. of Odisha.</p> | <p>The Odisha Toll Act 2010, clause 3 (2) RFP page 90 states as under: The State Govt may revised the Toll Rates fixed under sub section (1) each year linking with the wholesale price index in the manner as may be prescribed.</p> <p>The provision in Odisha Toll Act 2010 gives an impression that Odisha Govt. has got the option of not revising the Toll Rate every year.</p> <p>The provision in the Odisha Toll Act may therefore be reviewed and it may be clarified that whether the toll rates shall be necessarily revised annually or not.</p> | The clause is as per Odisha State Roads Tolls Act, 2010 (Odisha Act 6 of 2010). The clause is self explanatory and no change is admissible. |

Chakrabarti
16.05.13
Chief Engineer
 World Bank Projects, Odisha

RL
Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



570

OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751001

Letter No. PMU - WB - 102 / 12 -

22072

Dt. 28.5.13

From

Er. Nalini Kanta Pradhan
Chief Engineer, World Bank Projects, Odisha
Tel: +91 674 239 6783 / Fax: +91 674 239 0080
Email: pmuosrp@gmail.com

To

All Pre-Qualified Applicants (As per list given below)

| SL | Name of Applicant |
|----|---|
| 1 | TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited |
| 2 | Soma Tollways Private Limited |
| 3 | IL&FS Transportation Networks Limited (ITNL) |
| 4 | Galfar - SREI Consortium |
| 5 | Oriental Structural Engineers Pvt. Ltd. |
| 6 | PRIL-SEL Consortium |
| 7 | Essel Infraprojects Limited |
| 8 | Uniquet Infra Ventures Private Limited |
| 9 | GAYATRI PROJECTS LIMITED |
| 10 | M/s KNR - GVR Consortium |
| 11 | Gammon Road Infrastructure Limited |
| 12 | M/s Ashoka Buildcon Limited |
| 13 | L & T Infrastructure Development Projects Limited (L&T IDPL) |
| 14 | SEW INFRASTRUCTURE LIMITED |

Sub: RFP for Four-Laning with Paved Shoulders of Sambalpur-Rourkela Section of SH-10 From Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) Project on DBFOT Pattern

Addendum No 4 to RFP : Extension of Bid Due Date till 18th June, 2013

Ref: i.) RFP issued vide this office No. 2018 Dt. 18 Jan 2013
ii.) Addendum No 2 issued in this office letter No. 19368 Dt. 13 May 2013

Sir,

Based on request received from applicants for extension of Bid Due date, please find enclosed herewith the Addendum No 4 to RFP issued in pursuant to Cl. 2.9 of the RFP scheduling the Bid Due Date as 16:00 Hours of **18th June 2013** for your reference.

Yours sincerely,

Encl. As above

[Signature]
28/5/13
Chief Engineer
World Bank Projects, Odisha

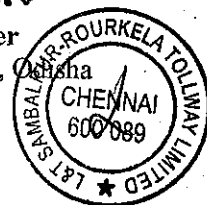
Memo No. 22073

Dt. 28.5.13

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information.

[Signature]
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

[Signature]
28/5/13
Chief Engineer
World Bank Projects, Odisha



Memo No. 22074

Dt. 28-5-13

Copy to Mr. Mansih R. Sharma, Executive Director, [Authorized Signatory], M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar, Email: manish.r.sharma@in.pwc.com; for information.

Sharma
28/5/13
Chief Engineer

World Bank Projects, Odisha

Memo No. 22075

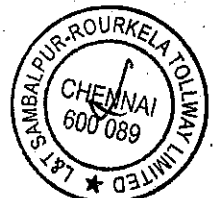
Dt. 28-5-13

Copy forwarded to the following Pre-Qualified Applicants for favour of information.

1. **TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited**
TRIL Roads Private Limited,
Elphinstone Building, 2nd Floor,
10, Veer Nariman Road, Mumbai – 400 001
Email: pdkarkaria@tata.com ; ngoyal@tata.com ;
rakshit.jain@autostrade-india.com;
Stefano.bonomolo@autostrade.it
2. **Soma Tollways Private Limited**
14, Avenue – 4, Banjara Hills,
Hyderabad – 500 034, Andhra Pradesh
Email: info@soma.co.in
3. **IL&FS Transportation Networks Limited (ITNL)**
The IL&FS Financial Centre,
Plot C – 22, G – Block, Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051
Email: ravi.sreehari@ilfsindia.com
4. **Galfar – SREI Consortium**
Galfar Engineering & Contracting (India) Pvt. Ltd.,
16th Floor, Tower – A, Building No. 5,
DLF Cyber City, Gurgaon – 122 001
Email: pankajtomar@galfar.com;
partha.chaudhury@srei.com
5. **Oriental Structural Engineers Pvt. Ltd.**
21, Commercial Complex, Malcha Marg,
Diplomatic Enclave, New Delhi – 110 021
Email: v.c.verma@orientalindia.com
6. **PRIL-SEL Consortium**
(Piramal Roads Infra Pvt. Ltd – Sadbhav Engineering Ltd. Consortium)
1, Peninsula Spenta, Mathuradas Mills,
Senapati Bapat Marg, Lower Parel,
Mumbai – 400 013
Email: gauri.desai@piramalroadsinfra.com ;
nitin@sadbhaveng.com
7. **Essel Infraprojects Limited**
Kohinoor City, 513 A Wing, 5th Floor,
Kirol Road, Off L. B. S. Marg,
Kurla (west), Mumbai – 400 070
Email: venkateshan@infra.esselgroup.com
8. **Uniquet Infra Ventures Private Limited**
2nd Floor, The Capital Court,
Olof Palme Marg, Munirka,
New Delhi – 110 067
Email: k.krishnakanth@uniquetinfra.com
9. **GAYATRI PROJECTS LIMITED**
6 – 3 – 1090, TSR Towers, Rajbhavan Road,
Somajiguda, Hyderabad – 500 082
Andhra Pradesh
Email: gplhyd@gayatri.co.in;
kmaniraju@gmail.com
10. **M/s KNR – GVR Consortium**
M/s KNR Constructions Limited
KNR House, 3rd & 4th Floor,
Plot No. 114, Phase – I, Kavuri Hills,
Hyderabad – 500 033
Email: knrcl@rediffmail.com ; info@knrcl.com
11. **Gammon Road Infrastructure Limited**
Orbit Plaza, 5th Floor, Plot No. 952 / 954,
New Prabhadevi Road, Prabhadevi,
Mumbai – 400025
Email: info@gammoninfra.com
12. **M/s Ashoka Buildcon Limited**
“Ashoka House”, Ashoka Marg,
Ashoka Nagar, Nashik – 422011, Maharashtra
Email: ajay.kankariya@ashokabuildcon.com
Fax: 0252 – 2236704
13. **L & T Infrastructure Development Projects Limited (L&T IDPL)**
P.O. Box No. 979, Mount Poonamallee Road,
Manapakkam, Chennai – 600089
Email: jsn@lntidpl.com
Fax: 044 – 22528788
14. **SEW INFRASTRUCTURE LIMITED**
6 - 3 871, “Snehalata”, Green Lands Road,
Begumpet, Hyderabad – 600016
Andhra Pradesh
Email: lalit.arora@sewinfrastructure.com;
svr.gopavaram@sewinfrastructure.com

DR
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Sharma
28/5/13
Chief Engineer
World Bank Projects, Odisha



ADDENDUM No. 4
REQUEST FOR PROPOSAL DOCUMENT

NAME OF WORK: FOUR-LANING WITH PAVED SHOULDERS OF SAMBALPUR-ROURKELA SECTION OF SH-10 FROM KM 4.900 (SAMBALPUR) TO 167.900 KM (ROURKELA) IN THE STATE OF ODISHA TO BE EXECUTED AS BOT (TOLL) PROJECT ON DBFOT PATTERN

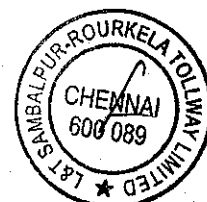
BID Identification No.: PMU – WB – 102 / 12 - 2018 Dt. 18 Jan 2013

The following portions of the Request for Proposal Documents stands modified as mentioned below.

| Sl. No. | Reference to RFP Document | As Amended in Addendum No. 2 to RFP | As amended |
|---------|--|--|---|
| 1 | Vol. I: Invitation For Bids Cl. No. 1.3 (Page 12) | 1.3 Schedule of Bidding Process The Authority shall endeavour to adhere to the following schedule: 5. Bid Due Date : 16:00 Hours on 30th May, 2013 | 1.3 Schedule of Bidding Process The Authority shall endeavour to adhere to the following schedule: 5. Bid Due Date : 16:00 Hours on 18th June, 2013 |

Sd/-
Chief Engineer
World Bank Projects, Odisha

Sd/-
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



573

OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751001

Letter No. PMU - WB - 102 / 12 -

23398 (14)

Dt.

4.6.13

From

Er. Nalini Kanta Pradhan

Chief Engineer, World Bank Projects, Odisha

Tel: +91 674 239 6783 / Fax: +91 674 239 0080

Email: pmuosrp@gmail.com

To

All Pre-Qualified Applicants (As per list given below)

| Sl. | Name of Applicant |
|-----|---|
| 1 | TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited |
| 2 | Soma Tollways Private Limited |
| 3 | IL&FS Transportation Networks Limited (ITNL) |
| 4 | Galfar - SREI Consortium |
| 5 | Oriental Structural Engineers Pvt. Ltd. |
| 6 | PRIL-SEL Consortium |
| 7 | Essel Infraprojects Limited |
| 8 | Uniquet Infra Ventures Private Limited |
| 9 | GAYATRI PROJECTS LIMITED |
| 10 | M/s KNR - GVR Consortium |
| 11 | Gammon Road Infrastructure Limited |
| 12 | M/s Ashoka Buildcon Limited |
| 13 | L & T Infrastructure Development Projects Limited (L&T IDPL) |
| 14 | SEW INFRASTRUCTURE LIMITED |

Sub: RFP for Four-Laning with Paved Shoulders of Sambalpur-Rourkela Section of SH-10 From Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) Project on DBFOT Pattern

- Response to Additional Queries regarding Fee Notification (Schedule R)

- Ref:
- RFP issued vide this office No. 2018 Dt. 18 Jan 2013
 - Response to Pre-bid meeting held on 12th Feb 2013 issued in this office letter No. 11068 Dt. 15 Mar 2013 and No. 17493 Dt. 30.04.2013
 - Addendum No. 3 to RFP communicated in this office No. 20071 Dt. 17 May 2013

Sir,

With reference to Cl. 2.8.1 of the RFP issued in the aforesaid letter and Addendum No. 3 to RFP please find attached herewith the response to some additional queries on the Fee Notification (Schedule R) raised by some applicants for your reference.

Yours sincerely,

Encl. As above

[Signature]
Chief Engineer

World Bank Projects, Odisha

Memo No.

23399

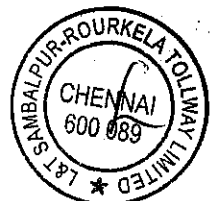
Dt.

4.6.13

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information.

[Signature]
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

[Signature]
Chief Engineer
World Bank Projects, Odisha



Memo No.

23400

Dt.

A. 6. 13

Copy to Mr. Mansih R. Sharma, Executive Director, [Authorized Signatory], M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar, Email: manish.r.sharma@in.pwc.com; for information.

Delivered 4/6/13
Chief Engineer

World Bank Projects, Odisha

Memo No.

23401

Dt.

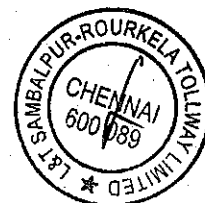
A. 6. 13

Copy forwarded to the following Pre-Qualified Applicants for favour of information.

1. **TRIL Roads Private Limited & Autostrade Indian Infrastructure Development Private Limited**
TRIL Roads Private Limited,
Elphinstone Building, 2nd Floor,
10, Veer Nariman Road, Mumbai – 400 001
Email: pdkarkaria@tata.com ; ngoyal@tata.com ;
rakshit.jain@autostrade-india.com;
Stefano.bonomolo@autostrade.it
2. **Soma Tollways Private Limited**
14, Avenue – 4, Banjara Hills,
Hyderabad – 500 034, Andhra Pradesh
Email: info@soma.co.in
3. **IL&FS Transportation Networks Limited (ITNL)**
The IL&FS Financial Centre,
Plot C – 22, G – Block, Bandra Kurla
Complex,
Bandra (E), Mumbai – 400 051
Email: ravi.sreehari@ilfsindia.com
4. **Galfar – SREI Consortium**
Galfar Engineering & Contracting (India) Pvt.
Ltd.,
16th Floor, Tower – A, Building No. 5,
DLF Cyber City, Gurgaon – 122 001
Email: pankajtomar@galfar.com;
partha.chaudhury@srei.com
5. **Oriental Structural Engineers Pvt. Ltd.**
21, Commercial Complex, Malcha Marg,
Diplomatic Enclave, New Delhi – 110 021
Email: v.c.verma@orientalindia.com
6. **PRIL-SEL Consortium**
(Piramal Roads Infra Pvt. Ltd – Sadbhav
Engineering Ltd. Consortium)
1, Peninsula Spenta, Mathuradas Mills,
Senapati Bapat Marg, Lower Parel,
Mumbai – 400 013
Email: gauri.desai@piramalroadsinfra.com ;
nitin@sadbhaveng.com
7. **Essel Infraprojects Limited**
Kohinoor City, 513 A Wing, 5th Floor,
Kirol Road, Off L. B. S. Marg,
Kurla (west), Mumbai – 400 070
Email: venkateshan@infra.esselgroup.com
8. **Uniquet Infra Ventures Private Limited**
2nd Floor, The Capital Court,
Olof Palme Marg, Munirka,
New Delhi – 110 067
Email: k.krishnakanth@uniquetinfra.com
9. **GAYATRI PROJECTS LIMITED**
6 – 3 – 1090, TSR Towers, Rajbhavan Road,
Somajiguda, Hyderabad – 500 082
Andhra Pradesh
Email: gplhyd@gayatri.co.in;
kmaniraju@gmail.com
10. **M/s KNR – GVR Consortium**
M/s KNR Constructions Limited
KNR House, 3rd & 4th Floor,
Plot No. 114, Phase – I, Kavuri Hills,
Hyderabad – 500 033
Email: knrcl@rediffmail.com ; info@knrcl.com
11. **Gammon Road Infrastructure Limited**
Orbit Plaza, 5th Floor, Plot No. 952 / 954,
New Prabhadevi Road, Prabhadevi,
Mumbai – 400025
Email: info@gammoninfra.com
12. **M/s Ashoka Buildcon Limited**
“Ashoka House”, Ashoka Marg,
Ashoka Nagar, Nashik – 422011, Maharashtra
Email: ajay.kankariya@ashokabuildcon.com
Fax: 0252 – 2236704
13. **L & T Infrastructure Development Projects Limited (L&T IDPL)**
P.O. Box No. 979, Mount Poonamallee Road,
Manapakkam, Chennai – 600089
Email: jsn@lntidpl.com
Fax: 044 – 22528788
14. **SEW INFRASTRUCTURE LIMITED**
6 - 3 871, “Snehalata”, Green Lands Road,
Begumpet, Hyderabad – 600016
Andhra Pradesh
Email: lalit.arora@sewinfrastructure.com;
svr.gopavaram@sewinfrastructure.com

DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Delivered 4/6/13
Chief Engineer
World Bank Projects, Odisha

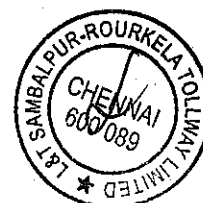


Reply to Additional queries on Fee Notification (Schedule R) raised for
"Four laning with paved shoulders of Sambalpur – Rourkela section of SH-10 from existing km
4.900 to km 167.900 in the State of Odisha to be executed as BOT (Toll) project on DBFOT
pattern

| SI No | Clause Ref. | Description of Query | Reply to Queries |
|-------|-------------|---|--|
| 1 | Schedule R | <p>The revision of the base rates as given under Rule 4 for the year 2010-11, unlike in NHAI, are not reset automatically but requires the approval of the State Government. This provision is dodgy and doesn't guarantee required rational revision of base rates. So in order to bid competitively, for the BOT project, the following needs to be confirmed by the State Government.</p> <p>a. To determine the applicable base rates: The base rate of Toll mentioned for the year 2010-11 under Rule 4 shall be revised annually (till the commencement of commercial operations) by adding 3% annually (without compounding) plus the effect of increase in WPI, restricted to 40%. Such revision of applicable base rates shall be automatic without undergoing any approval process from the State Government.</p> <p>b. To determine the applicable Toll rates involving annual revision: Further revision of the applicable base rates as determined above at (a) shall be done annually to reflect the increase in WPI (restricted to 40%) for computing the Toll rate to be charged.</p> | <p>It is clarified that the base rate (calculated as per Sub-rule (3) of Rule 5 of Toll Rules) shall be increased annually without compounding, by three per centum thereof with effect from the 1st April 2011 and such increased rates shall be deemed to be the base rates. The applicable base rate as determined under Sub-rule (3) of Rule 5 of Toll Rules shall further be adjusted and revised to reflect the increase in Wholesale Price Index between the week ending on the 6th day of January 2010 and the week ending on or immediately after the 1st day of January of the year in which such revision is undertaken, but such revision shall be restricted to forty per centum of the increase in Wholesale Price Index.</p> <p>The annual revision has also been assumed in the financial feasibility report which has been shared with the bidders.</p> <p>It is also clarified that a separate Toll Notification shall be issued for the said project and the above mentioned provisions will be incorporated in Toll Notification to ensure annual revision of Toll rates.</p> |

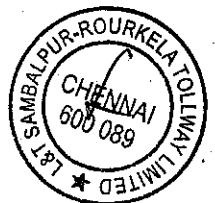
[Signature]
Chief Engineer
 World Bank Projects, Odisha

[Signature]
Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



ANNEXURE IV**Enclosures to Bid:**

DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



**GOVERNMENT OF ODISHA
(WORKS DEPARTMENT)**

BID DOCUMENT

INTERNATIONAL COMPETITIVE BIDDING

"BID FOR THE FOUR-LANING WITH PAVED SHOULDERS OF SAMBALPUR-ROURKELA SECTION OF SH-10 FROM KM 4.900 TO 167.900 KM (ROURKELA) IN THE STATE OF ODISHA TO BE EXECUTED AS BOT (TOLL) PROJECT ON DBFOT PATTERN PROJECT"



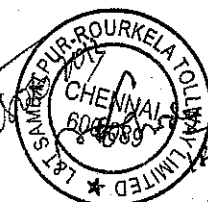
("COPY OF DOCUMENTS")

BY

DL
Chief Engineer
DPI & Roads

Odisha, India

INFRASTRUCTURE DEVELOPMENT PROJECTS LTD

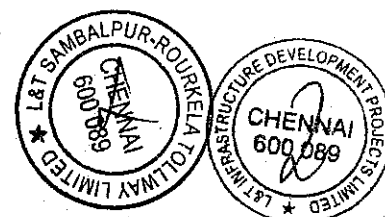


6-13

Bid for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project.

| SL.NO | DESCRIPTION | PAGE NO |
|-------|--|---------|
| 1. | Bid Security as per Appendix - II | 1 |
| 2. | Power of Attorney for signing of Bid as per Appendix - III | 14 |
| 3. | Power of Attorney for Lead Member of Consortium as per Appendix-IV | 21 |
| 4. | A copy of Concession Agreement as containing Volume-I,II & III of RFP, Replies to Queries & Amendments | 22 |

For
18/08/2013
Mr. S. S. S.
TE 8.13

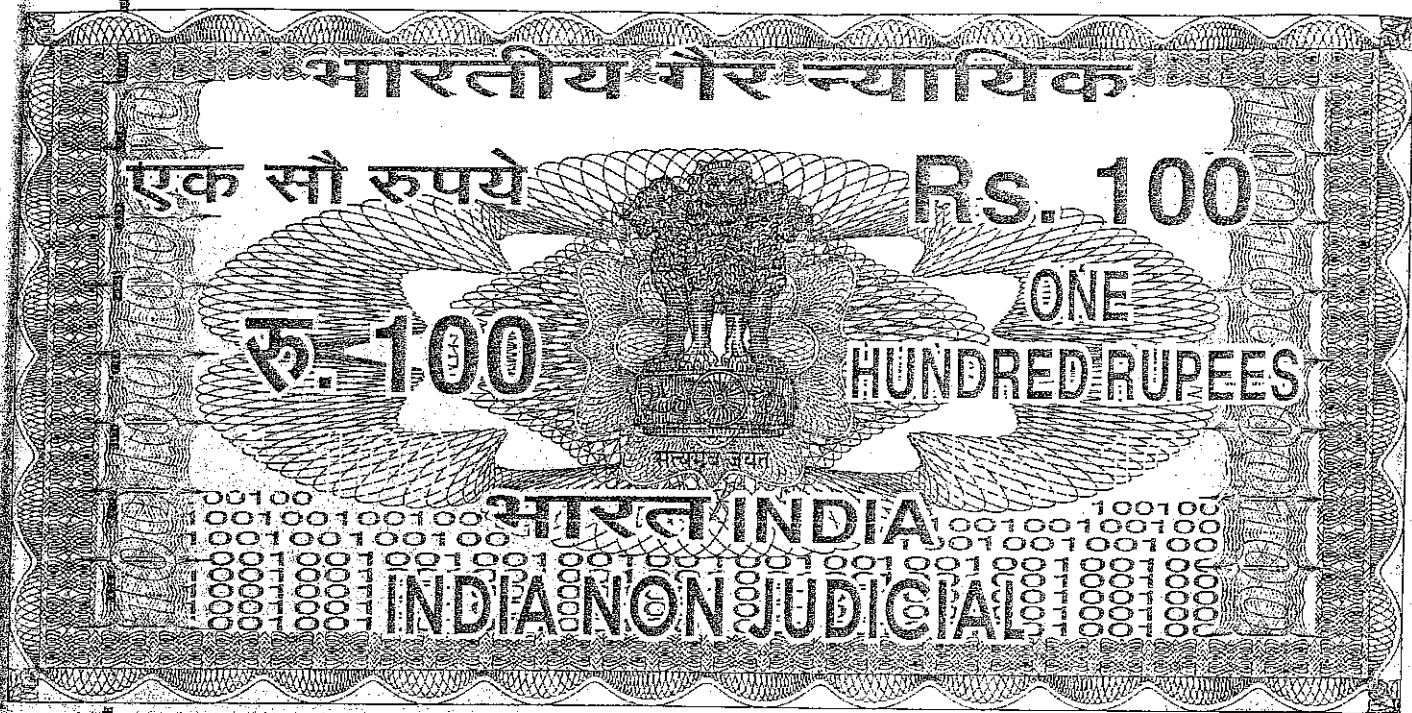


Bid for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project.

Bid Security as per Appendix-II

DA
Chief Engineer
DP & Roads
Odisha
Infrastructure Development Projects Limited





சமீபத்தா 6 தமிழ்நாடு TAMILNADU

AL 548423

T. SHANMUGAM

L. No. 9140/சு.3/2010 Dt: 20-9-2010

No. 662, Anna Salai, Thousand Lights, Chennai-600 006.

This non-judicial stamp paper forms part and parcel of this amendment dated 30-APR-13 for Bank guarantee number 005GM07130530002 dated 22-FEB-13 issued in favour of GOVERNMENT OF ODISHA, THROUGH WORKS DEPARTMENT by us for L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LTD

For YES Bank Limited

AUTHORIZED SIGNATORY

Date: 30-APR-13

Place: YES BANK LTD

CERTIFIED TRUE COPY

T.S. VENKATESAN

Chief Executive - Roads, Bridges & Railways

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





தமிழ்நாடு தமில்நாடு TAMILNADU

AL 548424

T. SHANMUGAM

L. No. 9140/அடி3/2010 Dt: 20-9-2010
No. 662, Anna Salai, Thousand Lights,
Chennai-600 006.

This non-judicial stamp paper forms part and parcel of this amendment dated 30-APR-13 for Bank guarantee number 005GM07130530002 dated 22-FEB-13 issued in favour of GOVERNMENT OF ODISHA, THROUGH WORKS DEPARTMENT by us for L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LTD

For YES Bank Limited

AUTHORIZED SIGNATORY

Date: 30-APR-13

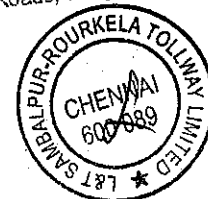
Place: YES BANK LTD

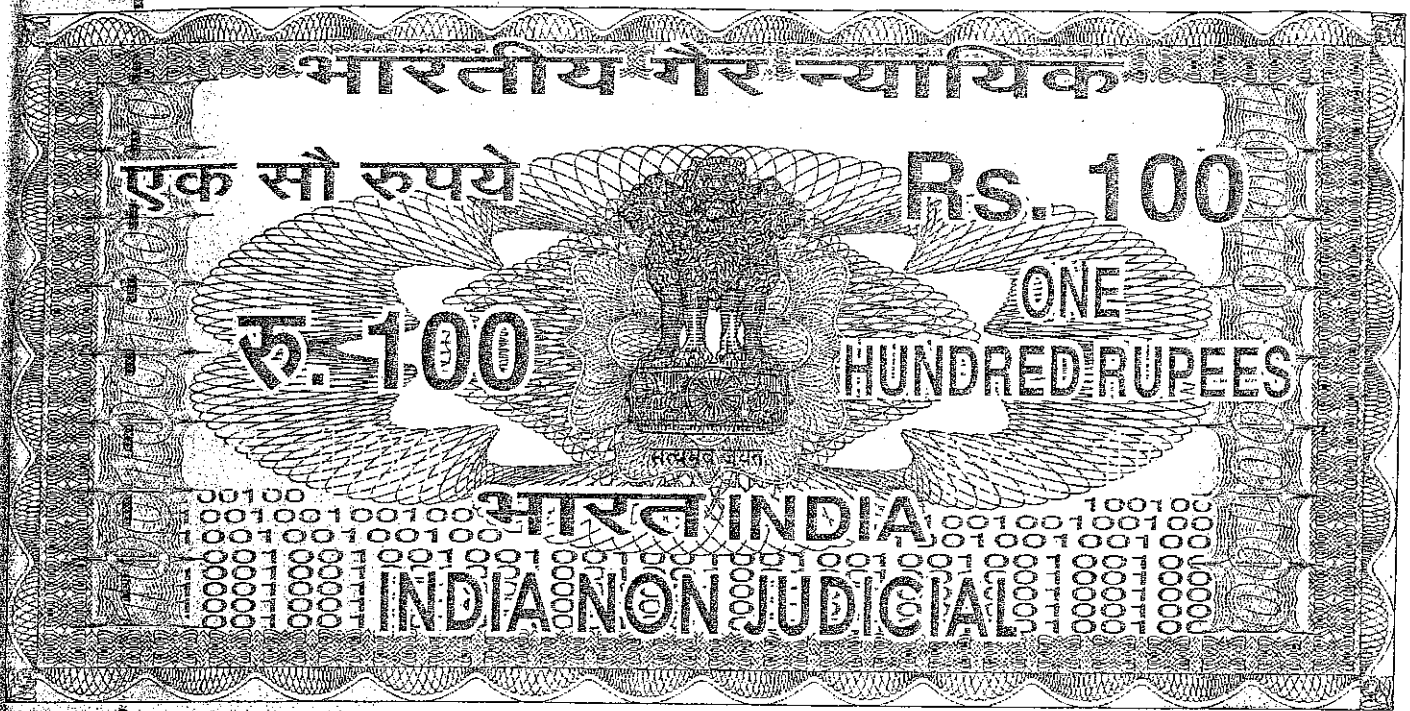
CERTIFIED TRUE COPY

T.S. VENKATESAN

Chief Executive - Roads, Bridges & Railways

Chief Engineer
DRI & Roads
Odisha, Bhubaneswar





தமிழ்நாடு தமில்நாடு TAMILNADU

11489
25 APR 2013



AL 548425
T. SHANMUGAM
L. No. 9140/ஆ3/2010 Dt: 20-9-2010
No. 662, Anna Salai, Thousand Lights,
Chennai-600 005.

This non-judicial stamp paper forms part and parcel of this amendment dated 30-APR-13 for Bank guarantee number 005GM07130530002 dated 22-FEB-13 issued in favour of GOVERNMENT OF ODISHA, THROUGH WORKS DEPARTMENT by us for L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LTD

For YES Bank Limited

AUTHORIZED SIGNATORY

Date: 30-APR-13

Place: YES BANK LTD

CERTIFIED TRUE COPY

T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways



Chief Engineer
CPI & Roads
Odisha, Bhubaneswar

DATE : 30-APR-13

GOVERNMENT OF ODISHA, THROUGH WORKS
DEPARTMENT, CHIEF ENGINEER, WORLD
BANK PROJECTS, ODISHA OFFICE ENGINEER
IN CHIEF (CIVIL), ODISHA NIRMANSOUDHA
KESHARI NAGAR, BHUBANESHWAR 751001

BANK GUARANTEE NO : 005GM07130530002
DATED : 22-FEB-13
AMOUNT : INR129,300,000.00
AMOUNT IN WORDS : INDIAN RUPEES ONE HUNDRED TWENTY NINE MILLION THREE
HUNDRED THOUSAND
AMENDMENT NO : 1
AMENDMENT DATE : 30-APR-13

WE YES BANK LIMITED, AT THE REQUEST OF APPLICANT L & T INFRASTRUCTURE
DEVELOPMENT PROJECTS LTD
DO HEREBY AMEND OUR ABOVE MENTIONED BANK GUARANTEE AS FOLLOWS:
AMENDMENT CLAUSES ARE

1) GUARANTEE EXPIRY DATE & CLAIM EXPIRY DATE ARE EXTENDED UPTO 15-DEC-2013
INSTEAD OF EXISTING.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS LETTER WILL FORM AN INTEGRAL PART OF GUARANTEE NUMBER 005GM07130530002
DATED 22-FEB-13 AND ATTACHED THERETO

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE;

1. OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT EXCEED INR129,300,000.00
INDIAN RUPEES ONE HUNDRED TWENTY NINE MILLION THREE HUNDRED THOUSAND
2. THIS BANK GUARANTEE SHALL BE VALID UP TO 15-DEC-2013
AND
3. WE ARE LIABLE TO PAY THE GUARANTEED AMOUNT OR ANY PART THEREOF UNDER
THIS BANK GUARANTEE ONLY AND ONLY IF YOU SERVE UPON US A WRITTEN CLAIM
OR DEMAND, ON OR BEFORE 15-DEC-13 AT:

YES BANK LIMITED
143/1, GROUND FLOOR, UTHAMAR GANDHI
SALAI, OPP. PARK HOTEL, NUNGAMBAKKAM
CHENNAI, TAMILNADU - 600 034.

FOR YES BANK LIMITED

AUTHORIZED SIGNATORY

ARMA RAJA RM

ST. ID: 411236

CORPORATE BSDL - NUNGAMBAKKAM

ST. VICE PRESIDENT

RAMAKRISHNAN T.V.

CUST ID: 695656

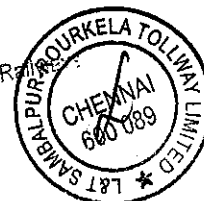
CORPORATE CSDL-SOUTH

CERTIFIED TRUE COPY

T.S. VENKATESAN

Chief Executive - Roads, Bridges & Railways

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



22-FEB-13

GOVERNMENT OF ODISHA, THROUGH WORKS
DEPARTMENT, CHIEF ENGINEER, WORLD
BANK PROJECTS, ODISHA OF THE ENGINEER
IN CHIEF (CIVIL), ODISHA NIRMANSOUDHA
KESHARI NAGAR, BHUBANESHWAR 751001

OUR REFERENCE : 005GM07130530002
ISSUE DATE : 22-FEB-13
APPLICANT : L AND T INFRASTRUCTURE DEVELOPMENT LIMITED
GUARANTEE AMOUNT : INR 129,300,000.00
AMOUNT IN WORDS : INDIAN RUPEES ONE HUNDRED TWENTY NINE MILLION THREE
HUNDRED THOUSAND
EXPIRY DATE : 15-OCT-2013
CLAIM DATE : 15-OCT-2013

DEAR SIR,

PLEASE FIND ENCLOSED THE CAPTIONED GUARANTEE DULY ISSUED BY US.

THE BENEFICIARY OF THIS GUARANTEE IS ENTITLED TO CONFIRM THE AUTHENTICITY OF
THIS GUARANTEE DIRECTLY BY CONTACTING THE ISSUING BRANCH OR THE CONTROLLING
OFFICE AT THE FOLLOWING ADDRESS:

YES BANK LTD - CHENNAI BRANCH
143/1, GROUND FLOOR, UTHAMAR GANDHI
SALAI, OPP. PARK HOTEL, NUNGAMBAKKAM
CHENNAI, TAMILNADU - 600 034.

THIS GUARANTEE IS TO BE RETURNED TO US WITHIN 15 DAYS FROM THE DATE IT CEASES
TO BE IN FORCE. IF THE GUARANTEE IS NOT RECEIVED BACK BY US WITHIN THE DUE
DATE (AS MENTIONED ABOVE), IT SHALL BE DEEMED TO BE AUTOMATICALLY CANCELLED.

THIS LETTER IS AN INTEGRAL PART OF THE GUARANTEE.

IT IS CONFIRMED THAT

- 1) MR. Dharma Raja RM
- 2) MR. Ramakrishnan TV

WHO HAVE SIGNED THE ABOVE GUARANTEE/ EXTENSION, HAVE GOT REQUISITE POWER TO
SIGN ON BEHALF OF BANK.

FOR YES BANK LTD

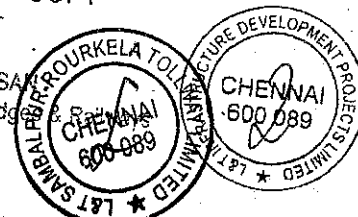
(AUTHORISED SIGNATORIES)

DATE : 22-FEB-13

PLACE : YES BANK LTD - CHENNAI BRANCH

CERTIFIED TRUE COPY

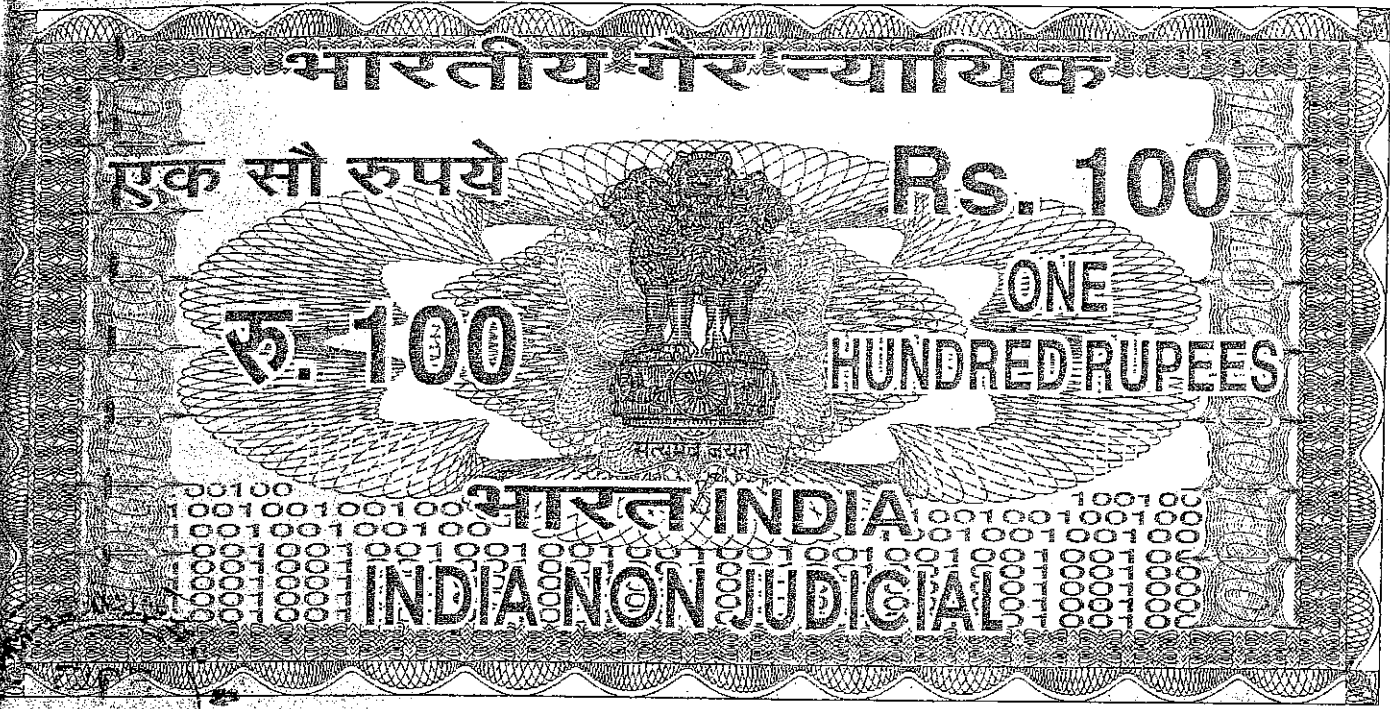
T.S. VENKATESAN
Chief Executive - Roads, Bridges



Head & Corporate Office: YES BANK Limited, Nehru Centre, 9th Floor, Discovery of India, Dr. A.B. Road, Worli, Mumbai 400 018, India.
Tel: +91(22) 6669 9000/2490 0650 Fax: +91(22) 2490 0314

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Northern Regional Corporate Office: 48, Nyaya Marg, Chanakyapuri, New Delhi 110 021, India.
Tel: +91(11) 6656 9000 Fax: +91(11) 4168 0144 Website: www.yesbank.in



தமிழ்நாடு மின்னலாது TAMILNADU

1311
14 FEB 2013

AK 698867
V. NEMAHALAK
STAMP VENDOR
A. C. No: A-6/46100/1
J. Vethiyar Kanda Pillai &
CHOLAI, CHENNAI-600 41
Phone: 63221122

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee Number 005GM07130530002 dated 22-FEB-13 issued by us in favor of the GOVERNMENT OF ODISHA, THROUGH WORKS on behalf of L AND T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED.

DEPARTMENT

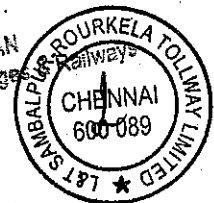
For YES Bank Ltd.

Authorised Signatories

Date: 22-FEB-13
Place: YES BANK LTD - CHENNAI BRANCH

Chief Engineer
DPI & Roads
Odisha Bhubaneswar

CERTIFIED TRUE COPY
T.S. VENKATESAN
Chief Executive - Roads, Bridges



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEESभारत INDIA
INDIAN NON JUDICIAL

தமிழ்நாடு சேமிலநாடு TAMILNADU

AK 698868

V. HEMACHALIN

STAMP VENDOR

A. G. No. A-6, 46103/5
A. Yathiyar Kanda Pillai &
CHENNAI, CHENNAI-600 011
Phone: 6023125

14 FEB 2013

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee
 Number 005GM07130530002 dated 22-FEB-13 issued by us in favor of the
 GOVERNMENT OF ODISHA, THROUGH WORKS on behalf of L AND T INFRASTRUCTURE DEVELOPMENT
 PROJECTS LIMITED
 DEPARTMENT

For YES Bank Ltd.

Authorised Signatories

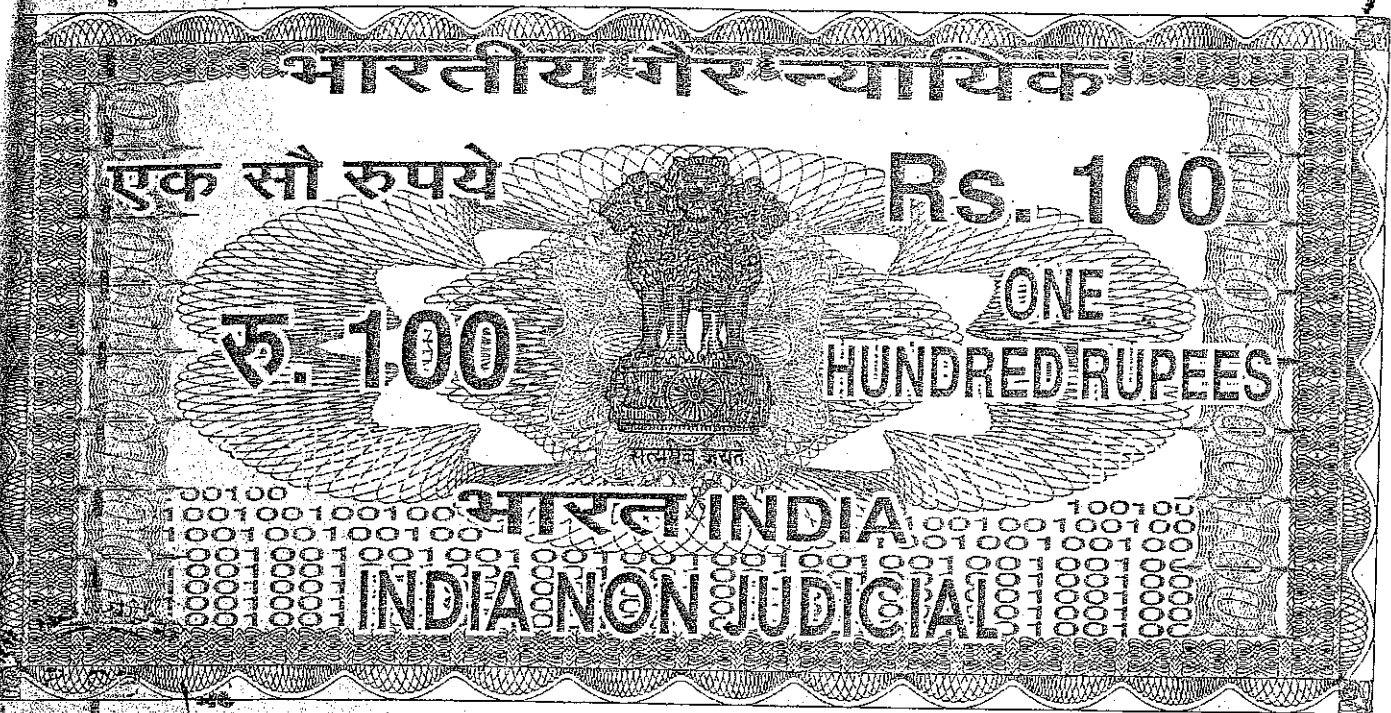
Date: 22-FEB-13

Place: YES BANK LTD - CHENNAI BRANCH

CERTIFIED TRUE COPY

T.S. VENKATESAN
Chief Executive - Roads, Bridges & Tolls
CHENNAI 600 089

Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



தமிழ்நாடு தமில்நாடு TAMILNADU

AK 698869

V. HEMACHALAK

STAMP VENDOR

A. No: A-6/46168/10.

1, Vathiyar Kandas Pillai St
CHENNAI, CHENNAI-600 001

Phone: 6323122

1313
14 FEB 2013

This Non-Judicial Stamp Paper forms an integral part of this Bank Guarantee
Number 005GM07130530002 dated 22-FEB-13 issued by us in favor of the
GOVERNMENT OF ODISHA, THROUGH WORKS on behalf of L AND T INFRASTRUCTURE DEVELOPMENT
PROJECTS LIMITED

DEPARTMENT

For YES Bank Ltd.

Authorised Signatories

Date: 22-FEB-13

Place: YES BANK LTD - CHENNAI BRANCH

CERTIFIED TRUE COPY

T.S. VENKATESH

Chief Executive - Roads, Bridges & Railways



Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

BANK GUARANTEE NO: 005GM07130530002 ISSUE DATE: 22-FEB-2013
BANK GUARANTEE EFFECTIVE DATE: 18 MARCH 2013

Bank Guarantee for Bid Security

B.G No. 005GM07130530002 Dated 22-FEB-2013

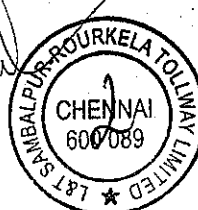
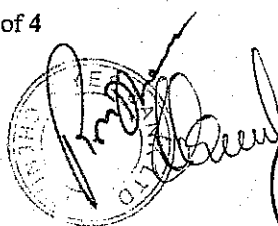
1. In consideration of you, Government Of Odisha, Through Works Department, Bhubaneswar, Having Its Office At Bhubaneswar, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of M/s. L&T Infrastructure Development Projects Limited, (a Company registered under the Companies Act, 1956) and having its registered office at P.B.No.979, Mount Poonamallee Road, Manapakkam, Chennai - 600089, TamilNadu (and acting on behalf of its Consortium) (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 Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project on DBFOT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated January 2013, issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we YES Bank Ltd., a company incorporated under the Companies Act 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having its registered office at Nehru Centre, 9th Floor, Discovery of India, Worli, Mumbai 400 018 & Branch at 143/1 Ground Floor, Uthamar Gandhi Salai, Nungambakkam, Chennai 600 034 (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 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.12.93 crore (Rupees Twelve crore and ninety three lakh 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.

Page 1 of 4

CERTIFIED TRUE COPY

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

T.S. VENKATESAN
Director - Roads, Bridges & Railways



BANK GUARANTEE NO: 005GM07130530002 ISSUE DATE: 22-FEB-2013
BANK GUARANTEE EFFECTIVE DATE: 18 MARCH 2013

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.12.93 crore (Rupees Twelve crore and ninety three lakh only).
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

Page 2 of 4

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22
T.S. VENKATESAN
Chief Engineer
District Engineer - Roads, Bridges & Railways
Odisha, Bhubaneswar



BANK GUARANTEE NO: 005GM07130530002 ISSUE DATE: 22-FEB-2013
BANK GUARANTEE EFFECTIVE DATE: 18 MARCH 2013

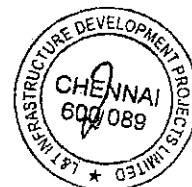
time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any 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 YES Bank Ltd, 143/1 Ground Floor, Uthamar Gandhi Salai, Nungambakkam, Chennai 600 034 and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
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 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.

CERTIFIED TRUE COPY

Chief Engineer T.S. VENKATESAN
DPI & Chief Executive
Odisha, Bhubaneswar
Roads, Bridges & Railways

Page 3 of 4



BANK GUARANTEE NO: 005GM07130530002 ISSUE DATE: 22-FEB-2013
BANK GUARANTEE EFFECTIVE DATE: 18 MARCH 2013

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.12.93 Crore (Rupees Twelve crore and ninety three lakh 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 October 15, 2013.
14. Notwithstanding anything contained hereinabove:
 - I. Our liability under this Bank Guarantee shall not exceed its Rs.12.93 Crore (Rupees Twelve Crore And Ninety Three Lakh Only)..
 - II. This Bank Guarantee shall be valid up to 15-OCT-2013 and
 - III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand at YES Bank Limited, 143/1 Ground Floor, Uthamar Gandhi Salai, Nungambakkam, Chennai 600 034, on or before 15-OCT-2013.

Signed and Delivered by YES Bank Ltd

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

(Signature of the Authorised Signatory)

RAMAKRISHNAN TV
CUSTOMER RELATIONS
CORPORATE & SOUTH



DHARMANATHAN
CUSTOMER RELATIONS
CORPORATE & SOUTH
ASST. VICE PRESIDENT

CERTIFIED TRUE COPY

T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

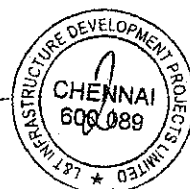


Bid for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project.

Power of Attorney for signing of Bid as per Appendix-III



L&T Infrastructure Development Projects Limited
DPI & Roads
Odisha, Bhubaneswar





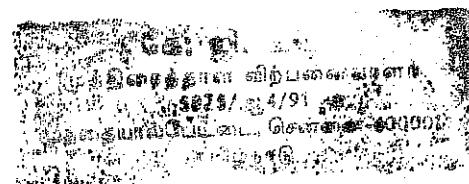
LOT 6 तमिलनाडु TAMILNADU

L&T INFRASTRUCTURE DEVELOPMENT
PROJECTS LIMITED

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15/2011



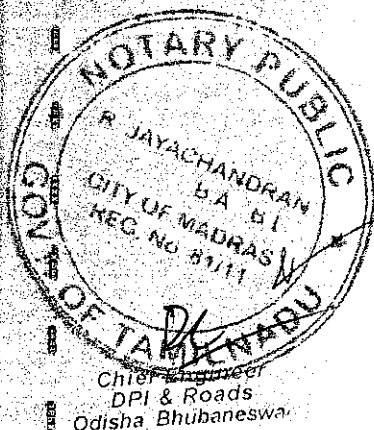
Power of Attorney for signing of Bid

Know all men by these presents, We, M/S. L&T Infrastructure Development Projects Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at P.B.No. 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089 do hereby irrevocably constitute, nominate, appoint and authorize Mr. T S Venkatesan, S/o. Mr. T.V. Subramanian, and presently residing at Flat F3, Block – 4, Nutech Indira, 150, Pillayar Koil Street, Jaffarkhanpet, Ashok Nagar, Chennai – 600 083, who is presently employed with us and holding the position of Chief Executive - Roads, Bridges & Railways, as our true and lawful attorney (hereinafter referred to as the

For L&T Infrastructure Development Projects Limited

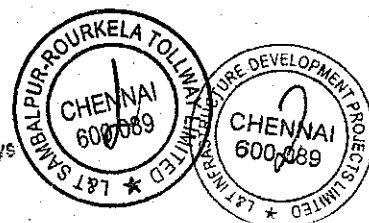
T.S. Venkatesan

Chief Executive and Managing Director



CERTIFIED TRUE COPY

T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways

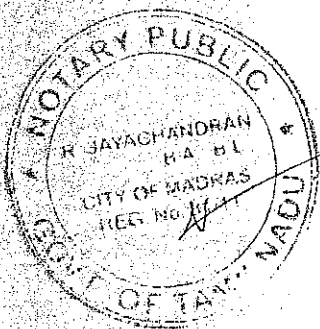


"Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern the Project proposed or being developed by the Government of Odisha, through Works Department, Bhubaneswar (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' 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 Concession 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 till the entering into of the Concession Agreement 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, M/S L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 25th DAY OF FEBRUARY, 2013.

THE COMMON SEAL of the company, pursuant to a resolution of its Board of Directors passed in that behalf on the 12th day of October, 2012 hereunto been affixed in the presence of Mr. K. Venkatesh, Chief Executive and Managing Director and Mr. R. Chandrasekaran, Chief Legal Officer and Company Secretary, who has signed these presents in token thereof.



For L&T Infrastructure Development Projects Limited

K. Venkatesh

Chief Executive and Managing Director

For L&T Infrastructure Development Projects Limited

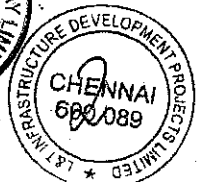
R. Chandrasekaran

Chief Legal Officer and Company Secretary

CERTIFIED TRUE COPY

DR
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways



FOR M/S. L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED,

K. Venkatesh
(Chief Executive and Managing Director)
Name : - Mr. K. Venkatesh
Designation : - Chief Executive and Managing Director
Address : - ECC Apartments, 36-C
B.N. Reddy Road, T. Nagar
Chennai-600017
Tamil Nadu, India

Witnesses:

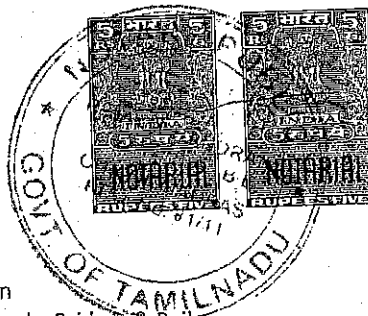
1) *[Signature]*
Name: Ms. Divya Srikrishna
W/o : Mr. D. Srikrishna
Address: P B No. 979, Mount Poonamallee Road,
Manapakkam, Chennai - 600089

2) *Sipra Paul*
Name: Ms. Sipra Paul
D/o : Late Mr. Sudarsan Paul
Address: P B No. 979, Mount Poonamallee Road,
Manapakkam, Chennai - 600089

Accepted :-

[Signature]
Name : - Mr. T. S. Venkatesan
Designation : - Chief Executive - Roads, Bridges & Railways
Address : - Flat F3, Block -4,
Nutech Indira,
150, Pillayar Koil Street,
Jaffarkhanpet, Ashok Nagar,
Chennai - 600 083

[Signature]
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



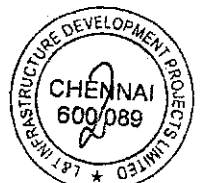
*Person identified
by me / Personally
appeared before me /
Signed before me
R. - [Signature]
28.2.15*

ADVOCATE
R. JAYACHANDRAN
Advocate and Notary
Saidapet Bar Association
Saidapet, Chennai - 600 015



CERTIFIED TRUE COPY

[Signature]
T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways





L&T IDPL

EXTRACT OF THE MINUTES OF THE 69TH MEETING OF THE BOARD OF DIRECTORS OF L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED HELD ON FRIDAY, THE 12TH DAY OF OCTOBER, 2012 AT 11.00 A.M. AT BOARD ROOM, FIRST FLOOR, N.M.MARG, BALLARD ESTATE, MUMBAI 400 001

APPROVAL FOR ISSUANCE OF POWER OF ATTORNEY TO MR.T.S.VENKATESAN, MR.KARTHIKEYAN T.V. AND MR.J.SUBRAMANIAN FOR SIGNING THE RFQ AND RFP DOCUMENTS

"RESOLVED THAT in supersession of the earlier resolution passed at the Meeting held on 3.12.2010 the draft Power of Attorney in favour of Mr.T.S.Venkatesan, Chief Executive – Roads, Bridges and Railways, Mr.Karthikeyan T.V., Chief Financial Officer and Mr.J.Subramanian, General Manager - Business Development and Contracts severally to execute and submit the RFQ and RFP documents be and is hereby approved."

"RESOLVED FURTHER that any one of the Directors of the Company viz., Mr.Y.M.Deosthalee, Mr.R.Shankar Raman and Mr.K.Venkatesh, Chief Executive and Managing Director be and are hereby severally authorized to execute the said Power of Attorney."

"RESOLVED FURTHER that the Power of Attorney be issued under the Common Seal of the Company in the presence of any one of the Directors of the Company and Mr.R.Chandrasekaran, Company Secretary of the Company."

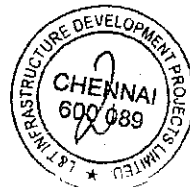
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For L&T INFRASTRUCTURE DEVELOPMENT
PROJECTS LIMITED

R. Chandrasekaran
COMPANY SECRETARY

CERTIFIED TRUE COPY

T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways



Infrastructure Development Projects Limited

Registered Office: 10th Floor, TIC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.
91 44 22526000 / 8000 Fax : +91 44 22528724. www.Lntidpl.com



EXTRACT OF THE MINUTES OF THE 64TH MEETING OF THE BOARD OF DIRECTORS OF L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED HELD ON WEDNESDAY, THE 13TH DAY OF JULY, 2011 AT 10.00 A.M. AT L & T HOUSE, MUMBAI 400001

APPOINTMENT OF MR.K.VENKATESH AS CHIEF EXECUTIVE AND MANAGING DIRECTOR OF THE COMPANY

"RESOLVED THAT subject to the provisions of Section 198, 269 and other applicable provisions, if any, of the Companies Act, 1956, and subject to the approval of shareholders of the Company in the General Meeting, Mr.K.Venkatesh be and is hereby appointed as the Chief Executive & Managing Director of the Company for an initial period of 5 years with effect from 13th July, 2011 on the terms and conditions to be set out in the Agreement proposed to be entered into by the Company with Mr.K.Venkatesh."

"RESOLVED FURTHER THAT any two Directors of the Company be and are hereby authorized to execute the abovementioned Agreement with Mr.K.Venkatesh and the Common Seal of the Company be affixed to the engrossment of the above mentioned Agreement in duplicate in the presence of any two Directors of the Company or any one Director and Mr.R.Chandrasekaran, Company Secretary of the Company who do sign the same."

"RESOLVED FURTHER THAT any one of the Directors of the Company or Mr.R.Chandrasekaran, Company Secretary of the Company be and are hereby severally authorized to sign and file the forms, papers and documents with the Registrar of Companies as may be necessary for the aforesaid purpose."

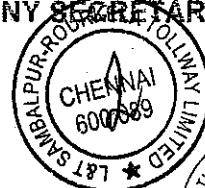
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For **L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED**

R.CHANDRASEKARAN
COMPANY SECRETARY

CERTIFIED TRUE COPY

T.S.VENKATESAN
Chief Executive - Roads, Bridges & Railways



L&T Infrastructure Development Projects Limited

1st Floor, B-10 Building, Mount Poornamallee Road, Manapakkam, Chennai - 600 089, Tamil Nadu, INDIA
Tel: +91 44 22526000 / 22528000 Fax: +91 44 22528724 www.lntrecc.com

Registered Office:
Mount Poornamallee Road,
Manapakkam, P.B. No. 979,
Chennai - 600 089, India



L&T IDPL

July 14, 2011

LIST OF DIRECTORS OF THE COMPANY

Following is the composition of the Board of Directors of L&T Infrastructure Development Projects Limited:

1. MR. K.VENKATESH
2. MR. Y.M.DEOSTHALEE
3. MR. R.SHANKAR RAMAN
4. MR. THOMAS MATHEW T.
5. MR. SUDHAKAR RAO

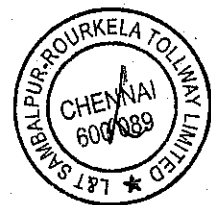
For L&T INFRASTRUCTURE
DEVELOPMENT PROJECTS LIMITED

R.CHANDRASEKARAN
COMPANY SECRETARY

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T.S.VENKATESAN


Chief Executive - Roads, Bridges & Railways

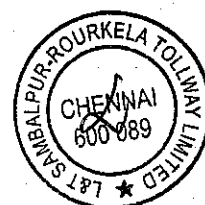


L&T Infrastructure Development Projects Limited
1st Floor, P.C.A. Building, Mount Poonamallee Road, Manapakkam, Chennai - 600 089 Tamil Nadu, INDIA
Tel: 044 22526000 / 22528000 Fax: +91 44 22528724 www.Intec.com

Registered Office:
Mount Poonamallee Road,
Manapakkam, P.B. No. 979,
Chennai - 600 089, India

ANNEXURE V
Financial Proposal


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



**GOVERNMENT OF ODISHA
(WORKS DEPARTMENT)**

BID DOCUMENT

INTERNATIONAL COMPETITIVE BIDDING

"BID FOR THE FOUR-LANING WITH PAVED SHOULDERS OF SAMBALPUR-ROURKELA SECTION OF SH-10 FROM KM 4.900 TO 167.900 KM (ROURKELA) IN THE STATE OF ODISHA TO BE EXECUTED AS BOT (TOLL) PROJECT ON DBFOT PATTERN PROJECT"

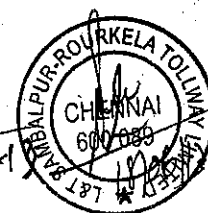


("BID")

BY

[Signature]
Chief Engineer
DPI & Roads

L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LTD



Bid for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project.

BID

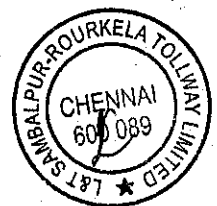
| SL.NO | DESCRIPTION | PAGE NO |
|-------|-----------------------------------|---------|
| 1 | Letter Comprising Bid, Appendix I | 1 |

[Signature]
15/06/13
[Signature]
18.6.13




L&T Infrastructure Development Projects Limited


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

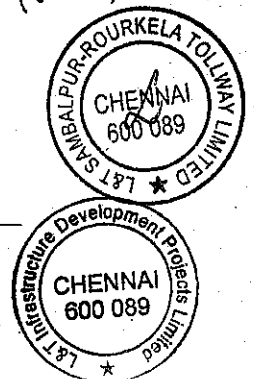


Bid for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project.

Letter comprising "Bid"

 L&T Infrastructure Development Projects Limited


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar




L&T IDPL
APPENDIX-I
LETTER COMPRISING THE BID
 (Refer Clauses 2.1.5 and 2.1.4)

June 17, 2013

To,

Chief Engineer, World Bank Projects, Odisha
 Office of the Engineer-in-Chief (Civil), Odisha,
 Nirman Soudha,
 Keshari Nagar, Unit - V, Bhubaneswar - 751 001,
 Odisha, INDIA

Sub-Bid for Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 (Sambalpur) to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern Project.

Dear Sir,

With reference to your RFP document dated January 2013, 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.

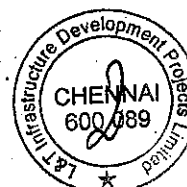
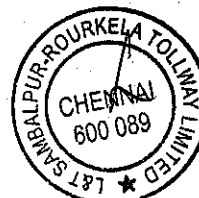
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which 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 Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
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 reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

DL
 Chief Engineer
 DPI & Roads

L&T Infrastructure Development Projects Limited

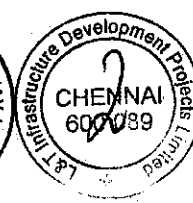
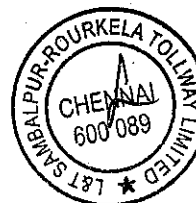
Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.

Tel : +91 44 22526000 / 8000 Fax : +91 44 22528724. www.Lntidpi.com




6. ~~I/We~~ We certify that in the last three years, ~~we/any of the Consortium Members~~ or our/~~their~~ Associates 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~~ We declare that:
- ~~I/We~~ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - ~~I/We~~ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - ~~I/We~~ 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
 - ~~I/We~~ 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
 - ~~I/We~~ the undertakings given by us along with the Application in response to the RFQ for the Project 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~~ we shall continue to abide by them.
8. ~~I/We~~ 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 of the RFP document.
9. ~~I/We~~ We believe that ~~we/our Consortium~~ satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.
10. ~~I/We~~ We declare that ~~we/any Member of the Consortium~~, or our/~~its~~ Associates are not a Member of a/~~any~~ other Consortium submitting a Bid for the Project.
11. ~~I/We~~ We certify that in regard to matters other than security and integrity of the country, ~~we/any Member of the Consortium~~ or any of our/~~their~~ Associates 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~~ We further certify that in regard to matters relating to security and integrity of the country, ~~we/any Member of the Consortium~~ or any of our/~~their~~ Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

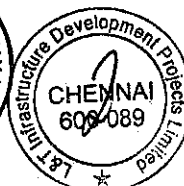
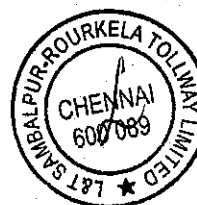
De
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

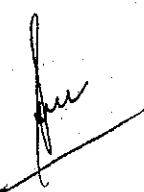


18.6.13

13. # We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. # 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 July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
15. # 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. #We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2(two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
17. #We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ. # We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. # We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. # We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.
19. # 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.
20. In the event of ~~my~~ our being declared as the Selected Bidder, # we agree to enter into a Concession 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.
21. # 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 Concession 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 Concession.


 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar




 18-6-01

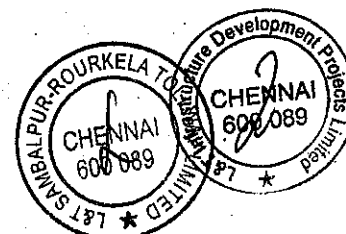
22. # We offer a Bid Security of **Rs.12.93 crore (Rupees Twelve crore and ninety three lakh only)** to the Authority in accordance with the RFP Document.
23. The Bid Security in the form of a Demand Draft/ Bank Guarantee is attached.
24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
25. # We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, # We shall have any claim or right of whatsoever nature if the Project/ Concession is not awarded to me/ us or our Bid is not opened or rejected.
26. The Premium/Grant has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
27. #We agree and undertake to abide by all the terms and conditions of the RFP document.
28. ~~{We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}~~
29. #We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
30. "I/We hereby submit our Bid and offer a Premium in the form of Rs. _____ only) *[Signature]*
(Rupees _____ only)
out of the gross revenues of the Project as share of the Authority/ require a Grant of Rs. 465.30 Crores
(Rupees Four hundred, sixty five crores and thirty lakhs only)]
for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement".
31. In witness thereof, # We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully
For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

[Signature]
(T.S.VENKATESAN)
CHIEF EXECUTIVE – ROADS, BRIDGES & RAILWAYS


Date: June 17, 2013
Place: Chennai

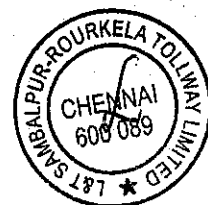
[Signature]
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



ANNEXURE VI

Government of Odisha approval of the Bid


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Government of Orissa
Works Department

608

No.07-64-66-0001-2013 10801 /W, Dated the Bhubaneswar 3.10.2013

From

Shri M.K. Mohanty,
Joint Secretary to Government.

To

The Chief Engineer, W.B.P, Odisha Bhubaneswar.

E.E (PPP)
3/10/13

Sub:- Four- Laning with paved shoulders of Sambalpur- Rourkela Section of S.H-10 from K.M 4.900 to 167.900 K.M in the State of Odisha to be executed as BOT (Toll) Project on BDFOT pattern.

Sir,

I am directed to invite a reference to your letter No.30151 Dt.16.7.13 on the above subject and to convey the approval of Government for

- I) award of the Project to M/s L&T IDPL,
- II) 36% of the total Project Cost as VGF Support with a concession period of 22 years with the State share of VGF support to the tune of ₹.206.79 crore
- III) final approval of Central Government for VGF support.

Therefore, you are requested to take appropriate action in the matter under intimation to his Department.

The original documents submitted by you in the above letter are returned herewith, the receipt of which may be acknowledged.

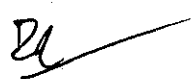
Yours faithfully,

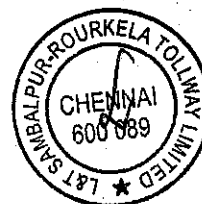
[Signature]
Joint Secretary to Government.

[Signature]
Chief Engineer
DPI & Roads
Odisha Bhubaneswar



ANNEXURE VII**Letter of Award (LOA)**


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751 001

Letter No. PMU - WB - 64 / 2013 -

43899

Dt. 05 Oct 2013

From

Chief Engineer, World Bank Projects, Odisha
 Tel: +91 674 239 6783 / Fax: +91 674 239 0080
 Email: pmuosrp@gmail.com

To

L&T Infrastructure Development Projects Limited
 1st Floor, TCTC Building, Mount Poonamallee Road,
 Manapakkam, P.B. No. 979, Chennai - 600 089
 Tel: 044 - 22526000, Fax: 044 - 22528742

Kind Attn: **Mr. T. S. Venkatesan**, Chief Executive - Roads, Bridges & Railways
 Email: jsn@lntidpl.com; tsv@lntidpl.com

SUBJECT: "Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 To 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern"
 - **Letter of Award (LoA)**

Ref: i.) Your bid submitted on June 18th, 2013.
 ii.) RFP Issued vide this office letter No 2018 dated 18th January 2013

Sir,

This is to notify that your bid submitted for the captioned subject (the "Project") for a total grant of **Rs.465.30 crore** (Rupees Four Hundred Sixty Five Crore and Thirty Lakh only) is hereby accepted by the Government of Odisha by declaring you as the "Selected Bidder". The Concession period is 22 (Twenty-two) years including the construction period of 1,095 (One Thousand and Ninety Five) days.

1. The Grant quoted by you shall be disbursed in accordance with the provisions of Draft Concession Agreement (DCA) and as per the Guidelines for Financial Support to PPPs in Infrastructure notified by Ministry of Finance, Department of Economic Affairs vide OM No. 1/4/2005-PPP dated January 23, 2006. The total grant of Rs. 465.30 Crore shall be disbursed partly as Equity Support and balance as O & M Support as per Cl. 25.2 and 25.3 of the Draft Concession Agreement (DCA). Accordingly, the Equity Support shall not exceed an amount of Rs. 258.51 Cr. and the O & M Support shall be restricted to an amount of Rs.206.79 Cr.
2. In accordance with the Clause 3.3.5 of the Project RFP Document, you are hereby requested to confirm your acceptance of this Letter of Award within 7 days of its receipt. Thereafter, pursuant to DCA, you are required to execute the Concession Agreement within **45 days** from the issue of LoA.
3. You shall promote and incorporate the Concessionaire as a limited liability company under the Companies Act 1956, as the entity which shall undertake and perform the obligations and exercise rights of the Bidder under the LoA, including the obligation to enter into the Concession Agreement pursuant to the LoA for executing the Project.

[Signature]
 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



4. The Concessionaire shall, for the performance of its obligations hereunder during the Concession Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of the Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent of Rs. 64.63 crore (Rupees Sixty-Four Crore and Sixty Three-Lakhs) in the form set forth in Schedule – 'F' (the "Performance Security").
5. In case of default on your part, action as per relevant conditions of Bid Document shall be taken.

Please acknowledge the receipt.

Yours faithfully,

Encl.: Copy of LoA (in duplicate)

Chief Engineer,
World Bank Projects, Odisha

Memo No. 43900 Dt. 05 Oct 2013

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information. This is with reference to the approval of the Government communicated vide Works Department No. 07 -64-66-0001-2013-10801 /w Dt. 3rd Oct 2013.

Chief Engineer,
World Bank Projects, Odisha

Memo No. 43901 Dt. 05 Oct 2013

Copy submitted to the **Director**, PPP Cell, Infrastructure & Investment Division, Department of Economic Affairs, Ministry of Finance, Govt. of India, Room No. 61, North Block, New Delhi – 110 001 for kind information with reference to your O.M. Dt. 21 Jan 2013.

Chief Engineer,
World Bank Projects, Odisha

Memo No. 43902 Dt. 05 Oct 2013

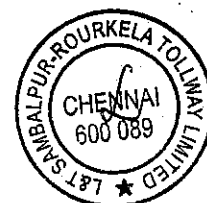
Copy submitted to

1. **Private Secretary** to the **Chief Secretary**, Odisha
2. **Private Secretary** to the **DC-cum-ACS**, Odisha
3. **Private Secretary** to the **Additional Chief Secretary**, Finance Department.
4. **Private Secretary** to the **Additional Chief Secretary**, R & D. M. Department.
5. **Private Secretary** to the **Principal Secretary**, Forest & Environment Department
6. **Private Secretary** to the **Special Secretary** (PPP & PM), P & C Department

For kind information of the Chief Secretary / DC-cum-ACS / ACS (Finance) / ACS (R&DM) / Principal Secretary (F & E) / Spl. Secretary (PPP & PM).

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Chief Engineer
World Bank Projects, Odisha



Memo No.

43903

Dt. 05 Oct 2013

Copy submitted to the **Revenue Divisional Commissioner (North Division)**, Sambalpur for favour of information.



Chief Engineer

World Bank Projects, Odisha

Memo No.

43904

Dt. 05 Oct 2013

Copy forwarded to the **Collector & District Magistrate, Sambalpur / Collector & District Magistrate, Jharsuguda / Collector & District Magistrate, Sundargarh** for favour of information.



Chief Engineer

World Bank Projects, Odisha

Memo No.

43905

Dt. 05 Oct 2013

Copy forwarded to the **Engineer-in-Chief (Civil), Odisha / Chief Engineer, D.P.I. & Roads, Odisha** for favour of information.



Chief Engineer

World Bank Projects, Odisha

Memo No.

43906

Dt. 05 Oct 2013

Copy forwarded to the **Superintending Engineer, Northern (R&B) Circle, Sambalpur / Superintending Engineer, Keonjhar (R&B) Circle / Executive Engineer, Sambalpur (R & B) Division, Sambalpur / Executive Engineer, Sundargarh (R & B) Division / Executive Engineer, Rourkela (R & B) Division** for favour of information.



Chief Engineer

World Bank Projects, Odisha

Memo No.

43907


Dt. 05 Oct 2013

Copy forwarded to **Mr. Mansih R. Sharma**, Executive Director, [Authorized Signatory] , M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar [Email: manish.r.sharma@in.pwc.com;] for favour of information and necessary action.



Chief Engineer

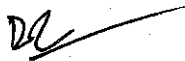
World Bank Projects, Odisha

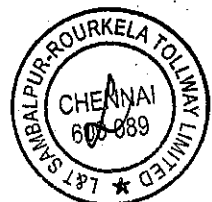

Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar

Letter of Award to I & T / DPI



ANNEXURE VIII**Letter of Acceptance of LOA**


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





08/10/2013

To,
Chief Engineer, World Bank Projects, Odisha
 Office of the Engineer-in-Chief (Civil), Odisha,
 Nirman Soudha, Keshari Nagar, Unit-V,
 Bhubaneshwar -751001, Odisha, INDIA

Kind Attn: SHRI. O. P. PATEL, Chief Engineer

Dear Sir,

Sub: Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 to Km 167.900 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern (Project)

Reg: Acceptance of Letter of Award for the Project (PMU- WB- 64 / 2013-43899-Dt. 05 Oct 2013)

At the outset, we would wish to thank the Government of Odisha for accepting our bid for the Project and issuing us the Letter of Award (LOA). We accept the same and acknowledge the LOA as required under Clause 3.3.5 of the Request for Proposal (RFP) document.

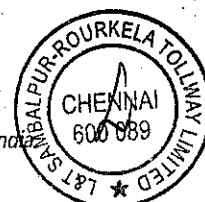
As required by the LOA and the RFP document, we shall promote and incorporate the Concessionaire as a limited liability company under the Companies Act 1956, as the entity which shall undertake and perform the obligations and exercise rights of the Bidder under the LOA, including the obligation to enter into the Concession Agreement pursuant to the LOA for executing the Project. These documents would be sent to your office for review and approval, after which we could agree on a convenient date for signing of the Concession Agreement.

We would wish to point out a minor discrepancy in the LOA with respect to depiction of the O&M Support. Please refer to item 1 of the LOA which describes about the Grant. While there is a mention about Grant being disbursed under the provisions of the Concession Agreement along with relevant provisions (Cl 25.2 & 25.3), there is a further reference that O&M Support shall be restricted to Rs 206.79 Cr. Please note that O&M Support is a balancing figure which is *Grant less Equity Support*. Since Equity support is *lower of 20% of TPC (Rs 258.51 Cr) or the Equity*, there is a possibility that the actual Equity Support may be less than Rs 258.51 Cr due to the final Debt Equity structure which emerges after the Financial Closure. In such an event, the O&M Support, which shall be *Grant less Equity Support*, shall be higher than Rs 206.79 Cr. Then, the reference in the LOA that "O&M Support shall be restricted to an amount of Rs 206.79 Cr" may not be applicable and may lead to confusion. We would therefore request for removing such a reference to clear the discrepancy and to be in compliance to the Concession Agreement.

We have submitted our bid for the Project assuming the time lines as mentioned in the RFP and have made cost provisions accordingly. In a highly fluctuating market condition, missing out on these time lines would have catastrophic effect on Project costs and viability. You would probably agree that the time taken for the

L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India
 Tel: +91 44 22526000 / 8000 Fax: +91 44 22528724. www.Lntidpl.com



Project to move from RFQ (November 14, 2012) to LOA (October 5, 2013) has been fairly long and the LOA has been issued to us after 109 days from the bid, while the RFP document mandates a time of 30 days. We sincerely hope that such delays does not occur going forward into the Project. We further request you to shorten the timelines for Land Acquisition and other clearances so that we can try to recupe some of the last time. We hope that, in compliance with CI 4.1.2 of the Concession Agreement (CA), prior to six months from signing of the CA, 90% of land required for construction shall be provided to us, free of all encumbrances along with all required clearances specifically those pertaining to environmental protection & conservation and Railways.

We are quite happy with the way the whole bid process was conducted by your office, which in our opinion, should be set as benchmarks in process excellence. As an extension to this and considering the distance from the Project Site to Bhubaneswar, we would request for a dedicated and empowered Project Implementation Unit at site to coordinate day to day activities of the Project with a task force perspective. This, along with a pre-determined process for approvals, would ensure that process delays are minimized and completion hastened.

During the several of our discussions after the bid, we have communicated to you the tough economic conditions under which the Project has been bid out. While we are confident of delivering the Project on time, banking on our decade long experience in BOT projects and over six decades of construction experience of L&T, we would need your continued support and guidance, while we embark on this challenging task.

Thanking you and assuring you of our best services at all times.

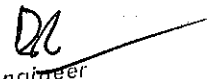
Yours faithfully

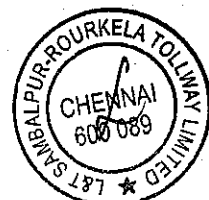
FOR L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED


T S VENKATESAN

CHIEF EXECUTIVE -- ROADS, BRIDGES & RAILWAYS

Encl. duplicate copy of LOA, duly signed as per CI 3.3.5 of the RFP.


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751 001**


Letter No. PMU - WB - 64 / 2013 -

43899

Dt. 05 Oct 2013

From

Chief Engineer, World Bank Projects, Odisha
Tel: +91 674 239 6783 / Fax: +91 674 239 0080
Email: pmuosrp@gmail.com

Accepted and acknowledged.


To

L&T Infrastructure Development Projects Limited
1st Floor, TCTC Building, Mount Poonamallee Road,
Manapakkam, P.B. No. 979, Chennai - 600 089
Tel: 044 - 22526000, Fax: 044 - 22528742

T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways

Kind Attn: **Mr. T. S. Venkatesan**, Chief Executive - Roads, Bridges & Railways
Email: jsn@lntidpl.com; tsv@lntidpl.com

SUBJECT: "Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 To 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern"
- *Letter of Award (LoA)*

Ref.: i.) Your bid submitted on June 18th, 2013.
ii.) RFP Issued vide this office letter No 2018 dated 18th January 2013

Sir,

This is to notify that your bid submitted for the captioned subject (the "Project") for a total grant of **Rs.465.30 crore** (Rupees Four Hundred Sixty Five Crore and Thirty Lakh only) is hereby accepted by the Government of Odisha by declaring you as the "Selected Bidder". The Concession period is 22 (Twenty-two) years including the construction period of 1,095 (One Thousand and Ninety Five) days.

1. The Grant quoted by you shall be disbursed in accordance with the provisions of Draft Concession Agreement (DCA) and as per the Guidelines for Financial Support to PPPs in Infrastructure notified by Ministry of Finance, Department of Economic Affairs vide OM No. 1/4/2005-PPP dated January 23, 2006. The total grant of Rs. 465.30 Crore shall be disbursed partly as Equity Support and balance as O & M Support as per Cl. 25.2 and 25.3 of the Draft Concession Agreement (DCA). Accordingly, the Equity Support shall not exceed an amount of Rs. 258.51 Cr. and the O & M Support shall be restricted to an amount of Rs.206.79 Cr.
2. In accordance with the Clause 3.3.5 of the Project RFP Document, you are hereby requested to confirm your acceptance of this Letter of Award within 7 days of its receipt. Thereafter, pursuant to DCA, you are required to execute the Concession Agreement within **45 days** from the issue of LoA.
3. You shall promote and incorporate the Concessionaire as a limited liability company under the Companies Act 1956, as the entity which shall undertake and perform the obligations and exercise rights of the Bidder under the LoA, including the obligation to enter into the Concession Agreement pursuant to the LoA for executing the Project.

*Chief Engineer
DPI & Roads
Odisha, Bhubaneswar*

Letter of Award to L & T I D P L



4. The Concessionaire shall, for the performance of its obligations hereunder during the Concession Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of the Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent of Rs. 64.63 crore (Rupees Sixty-Four Crore and Sixty Three-Lakhs) in the form set forth in Schedule - 'F' (the "Performance Security").
5. In case of default on your part, action as per relevant conditions of Bid Document shall be taken.

Please acknowledge the receipt.

Yours faithfully,

Encl.: Copy of LoA (in duplicate)

Chief Engineer,
World Bank Projects, Odisha

Memo No. 43900 Dt. 05 Oct 2013

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information. This is with reference to the approval of the Government communicated vide Works Department No. 07-64-66-0001-2013-10801 /w Dt. 3rd Oct 2013.

Chief Engineer,
World Bank Projects, Odisha

Memo No. 43901 Dt. 05 Oct 2013

Copy submitted to the **Director**, PPP Cell, Infrastructure & Investment Division, Department of Economic Affairs, Ministry of Finance, Govt. of India, Room No. 61, North Block, New Delhi - 110 001 for kind information with reference to your O.M. Dt. 21 Jan 2013.

Chief Engineer,
World Bank Projects, Odisha

Memo No. 43902 Dt. 05 Oct 2013

Copy submitted to

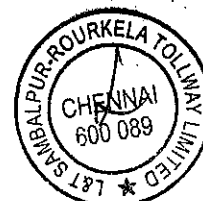
T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways

1. Private Secretary to the Chief Secretary, Odisha
2. Private Secretary to the DC-cum-ACS, Odisha
3. Private Secretary to the Additional Chief Secretary, Finance Department.
4. Private Secretary to the Additional Chief Secretary, R & D. M. Department.
5. Private Secretary to the Principal Secretary, Forest & Environment Department
6. Private Secretary to the Special Secretary (PPP & PM), P & C Department

For kind information of the Chief Secretary / DC-cum-ACS / ACS (Finance) / ACS (R&DM) / Principal Secretary (F & E) / Spl. Secretary (PPP & PM).

Chief Engineer
DPI & Roads
Odisha Bhubaneswar

Chief Engineer
World Bank Projects, Odisha



Memo No. 43903

Dt. 05 Oct 2013

Copy submitted to the Revenue Divisional Commissioner (North Division), Sambalpur for favour of information.

[Signature]
Chief Engineer
World Bank Projects, Odisha

Memo No. 43904

Dt. 05 Oct 2013

Copy forwarded to the Collector & District Magistrate, Sambalpur / Collector & District Magistrate, Jharsuguda / Collector & District Magistrate, Sundergarh for favour of information.

[Signature]
Chief Engineer
World Bank Projects, Odisha

Memo No. 43905

Dt. 05 Oct 2013

Copy forwarded to the Engineer-in-Chief (Civil), Odisha / Chief Engineer, D.P.I. & Roads, Odisha for favour of information.

[Signature]
Chief Engineer
World Bank Projects, Odisha

Memo No.

43906

Dt. 05 Oct 2013

Copy forwarded to the Superintending Engineer, Northern (R&B) Circle, Sambalpur / Superintending Engineer, Keonjhar (R&B) Circle / Executive Engineer, Sambalpur (R & B) Division, Sambalpur / Executive Engineer, Sundergarh (R & B) Division / Executive Engineer, Rourkela (R & B) Division for favour of information.

[Signature]
Chief Engineer
World Bank Projects, Odisha

Memo No.

43907

Dt. 05 Oct 2013

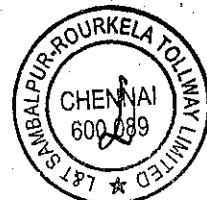
Copy forwarded to Mr. Mansih R. Sharma, Executive Director, [Authorized Signatory], M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar [Email: manish.r.sharma@in.pwc.com;] for favour of information and necessary action.

Accepted and action taken.

[Signature]
Chief Engineer
World Bank Projects, Odisha

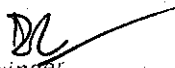
T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways

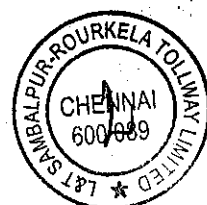
[Signature]
Chief Engineer
DPI & Roads
Odisha Bhubaneswar



ANNEXURE IX

SPV formation documents (list of documents as per the letter)


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





L&T IDPL

24/10/2013

To
Chief Engineer, World Bank Projects, Odisha
 Office of the Engineer-in-Chief (Civil), Odisha
 Nirman Soudha, Keshari Nagar, Unit-V,
 Bhubaneswar-751001, Odisha

Kind Attn: Shri O.P. Patel, Chief Engineer

Dear Sir,

Sub: "Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern"

Ref:

- 1 Letter No.- PMU-WB-64/2013 dated 5/10/2013 – Letter of Award (LOA) for the subject project
- 2 Our letter dated 08/10/2013 – Acceptance of LOA

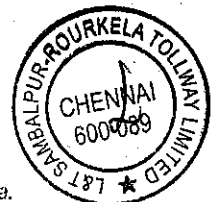
We are glad to inform you that our SPV for the above Project, for which we have been issued a Letter of Award dated 5th October, 2013, has been incorporated. Please find attached the following documents to enable execution of the Concession Agreement for the Project.

| Annexure | Description of document | Remarks |
|----------|---|--------------------|
| A | Acceptance of LOA by Successful bidder | Copy |
| B | Undertaking vide Cl 7.1 (I) of DCA from Successful Bidder | Original |
| C | Letter informing Incorporation of SPV & Certificate of Incorporation (Attested True Copy) | Original |
| D | Memorandum & Articles of Association of SPV | Attested true copy |
| E | Letter introducing the SPV | Original |
| F | Letter from SPV accepting roles and responsibilities of the Concessionaire | Original |
| G | Legal Opinion with respect to the authority of the Concessionaire to enter into the Concession Agreement and the enforceability of the provisions thereof | Attested true Copy |
| H | Relevant Board Resolution from the SPV: | Original |
| I | Relevant Board Resolution from Successful Bidder, L&T IDPL | Original |
| J | Power of Attorney for Signing of the Concession Agreement | Attested true Copy |

Dr.
 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar

L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.
 Tel: 491 44 22526000 / 8000 Fax: 491 44 22528724 www.lntidpl.com



You may please note that the Originals of Annexures G, I & J referred above shall be produced at time of Signing of the Concession Agreement.

We request you to schedule the Signing of the Concession Agreement at a mutually convenient date. In the meanwhile, we would be grateful if you could please arrange to send across an authenticated copy of the Concession Agreement and other enclosures required to be attached therein, for our review.

Thanking you and looking forward to a fruitful association.

Yours faithfully

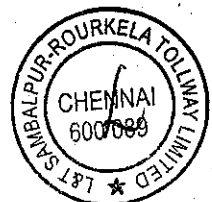
For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED



(T S VENKATESAN)

CHIEF EXECUTIVE-ROADS, BRIDGES & RAILWAYS


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





L&T IDPL

08/10/2013

To,
Chief Engineer, World Bank Projects, Odisha
 Office of the Engineer-in-Chief (Civil), Odisha,
 Nirman Soudha, Keshari Nagar, Unit-V,
 Bhubaneswar -751001, Odisha, INDIA

Kind Attn: SHRI. O. P. PATEL, Chief Engineer

Dear Sir,

Sub: Four-Laning with paved shoulders of Sambalpur-Rourkela Section of SH-10 from Km 4.900 to Km 167.900 in the State of Odisha to be executed as BOT (Toll) project on DBFOT pattern (Project)

Reg: Acceptance of Letter of Award for the Project (PMU- WB- 64 / 2013-43899-Dt. 05 Oct 2013)

At the outset, we would wish to thank the Government of Odisha for accepting our bid for the Project and issuing us the Letter of Award (LOA). We accept the same and acknowledge the LOA as required under Clause 3.3.5 of the Request for Proposal (RFP) document.

As required by the LOA and the RFP document, we shall promote and incorporate the Concessionaire as a limited liability company under the Companies Act 1956, as the entity which shall undertake and perform the obligations and exercise rights of the Bidder under the LOA, including the obligation to enter into the Concession Agreement pursuant to the LOA for executing the Project. These documents would be sent to your office for review and approval, after which we could agree on a convenient date for signing of the Concession Agreement.

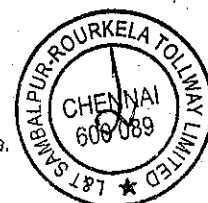
We would wish to point out a minor discrepancy in the LOA with respect to depiction of the O&M Support. Please refer to item 1 of the LOA which describes about the Grant. While there is a mention about Grant being disbursed under the provisions of the Concession Agreement along with relevant provisions (Cl 25.2 & 25.3), there is a further reference that O&M Support shall be restricted to Rs 206.79 Cr. Please note that O&M Support is a balancing figure which is *Grant less Equity Support*. Since Equity support is *lower of 20% of TPC (Rs 258.51 Cr) or the Equity*, there is a possibility that the actual Equity Support may be less than Rs 258.51 Cr due to the final Debt Equity structure which emerges after the Financial Closure. In such an event, the O&M Support, which shall be Grant less Equity Support, shall be higher than Rs 206.79 Cr. Then, the reference in the LOA that "O&M Support shall be restricted to an amount of Rs 206.79 Cr" may not be applicable and may lead to confusion. We would therefore request for removing such a reference to clear the discrepancy and to be in compliance to the Concession Agreement.

We have submitted our bid for the Project assuming the time lines as mentioned in the RFP and have made cost provisions accordingly. In a highly fluctuating market condition, missing out on these time lines would have catastrophic effect on Project costs and viability. You would probably agree that the time taken for the

DA
 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar

L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.
 Tel: +91 44 22526000 / 8000 Fax: +91 44 22528724. www.Lntidpl.com



Project to move from RFQ (November 14, 2012) to LOA (October 5, 2013) has been fairly long and the LOA has been issued to us after 109 days from the bid, while the RFP document mandates a time of 30 days. We sincerely hope that such delays does not occur going forward into the Project. We further request you to shorten the timelines for Land Acquisition and other clearances so that we can try to recupe some of the last time. We hope that, in compliance with CI 4.1.2 of the Concession Agreement (CA), prior to six months from signing of the CA, 90% of land required for construction shall be provided to us, free of all encumbrances along with all required clearances specifically those pertaining to environmental protection & conservation and Railways.

We are quite happy with the way the whole bid process was conducted by your office, which in our opinion, should be set as benchmarks in process excellence. As an extension to this and considering the distance from the Project Site to Bhubaneshwar, we would request for a dedicated and empowered Project Implementation Unit at site to coordinate day to day activities of the Project with a task force perspective. This, along with a pre-determined process for approvals, would ensure that process delays are minimized and completion hastened.

During the several of our discussions after the bid, we have communicated to you the tough economic conditions under which the Project has been bid out. While we are confident of delivering the Project on time, banking on our decade long experience in BOT projects and over six decades of construction experience of L&T, we would need your continued support and guidance, while we embark on this challenging task.

Thanking you and assuring you of our best services at all times.


Yours faithfully

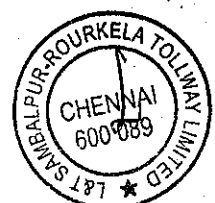
FOR L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED


T S VENKATESAN

CHIEF EXECUTIVE – ROADS, BRIDGES & RAILWAYS

Encl. duplicate copy of LOA, duly signed as per CI 3.3.5 of the RFP.


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT - V, BHUBANESWAR - 751 001**

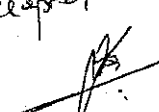
Letter No. PMU - WB - 64 / 2013 -

43899

Dt. 05 Oct 2013

From

Chief Engineer, World Bank Projects, Odisha
Tel: +91 674 239 6783 / Fax: +91 674 239 0080
Email: pmuosrp@gmail.com

Accepted and acknowledged.


To

L&T Infrastructure Development Projects Limited
1st Floor, TCTC Building, Mount Poonamallee Road,
Manapakkam, P.B. No. 979, Chennai - 600 089
Tel: 044 - 22526000, Fax: 044 - 22528742

T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways

Kind Attn: **Mr. T. S. Venkatesan**, Chief Executive - Roads, Bridges & Railways
Email: jsn@lntidpl.com; tsv@lntidpl.com

SUBJECT: "Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 To 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern"
- **Letter of Award (LoA)**

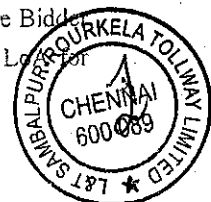
Ref: i.) Your bid submitted on June 18th, 2013.
ii.) RFP Issued vide this office letter No 2018 dated 18th January 2013

Sir,

This is to notify that your bid submitted for the captioned subject (the "Project") for a total grant of **Rs.465.30 crore** (Rupees Four Hundred Sixty Five Crore and Thirty Lakh only) is hereby accepted by the Government of Odisha by declaring you as the "Selected Bidder". The Concession period is 22 (Twenty-two) years including the construction period of 1,095 (One Thousand and Ninety Five) days.

1. The Grant quoted by you shall be disbursed in accordance with the provisions of Draft Concession Agreement (DCA) and as per the Guidelines for Financial Support to PPPs in Infrastructure notified by Ministry of Finance, Department of Economic Affairs vide OM No. 1/4/2005-PPP dated January 23, 2006. The total grant of Rs. 465.30 Crore shall be disbursed partly as Equity Support and balance as O & M Support as per Cl. 25.2 and 25.3 of the Draft Concession Agreement (DCA). Accordingly, the Equity Support shall not exceed an amount of Rs. 258.51 Cr. and the O & M Support shall be restricted to an amount of Rs.206.79 Cr.
2. In accordance with the Clause 3.3.5 of the Project RFP Document, you are hereby requested to confirm your acceptance of this Letter of Award within 7 days of its receipt. Thereafter, pursuant to DCA, you are required to execute the Concession Agreement within **45 days** from the issue of LoA.
3. You shall promote and incorporate the Concessionaire as a limited liability company under the Companies Act 1956, as the entity which shall undertake and perform the obligations and exercise rights of the Bidder under the LoA, including the obligation to enter into the Concession Agreement pursuant to the LoA for the Project.

under the LoA
DPI & Roads
Construction Project.



4. The Concessionaire shall, for the performance of its obligations hereunder during the Concession Period, provide to the Authority no later than 180 (one hundred and eighty) days from the date of the Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent of Rs. 64.63 crore (Rupees Sixty-Four Crore and Sixty Three-Lakhs) in the form set forth in Schedule - 'F' (the "Performance Security").
5. In case of default on your part, action as per relevant conditions of Bid Document shall be taken.

Please acknowledge the receipt.

Encl.: Copy of LoA (in duplicate)

Yours faithfully,

Chief Engineer,
World Bank Projects, Odisha

Memo No. 43900

Dt. 05 Oct 2013

Copy submitted to the Engineer-in-Chief-cum-Secretary, Works Department, Government of Odisha for favour of information. This is with reference to the approval of the Government communicated vide Works Department No. 07 -64-66-0001-2013-10801 /w Dt. 3rd Oct 2013.

Chief Engineer,
World Bank Projects, Odisha

Memo No. 43901

Dt. 05 Oct 2013

Copy submitted to the Director, PPP Cell, Infrastructure & Investment Division, Department of Economic Affairs, Ministry of Finance, Govt. of India, Room No. 61, North Block, New Delhi - 110 001 for kind information with reference to your O.M. Dt. 21 Jan 2013.

Chief Engineer,
World Bank Projects, Odisha

Memo No. 43902

Dt. 05 Oct 2013

Copy submitted to

T.S. VENKATESAN
Chief Executive - Roads, Bridges & Railways

1. Private Secretary to the Chief Secretary, Odisha
2. Private Secretary to the DC-cum-ACS, Odisha
3. Private Secretary to the Additional Chief Secretary, Finance Department.
4. Private Secretary to the Additional Chief Secretary, R & D. M. Department.
5. Private Secretary to the Principal Secretary, Forest & Environment Department
6. Private Secretary to the Special Secretary (PPP & PM), P & C Department

For kind information of the Chief Secretary / DC-cum-ACS / ACS (Finance) / ACS (R&D) / Principal Secretary (F & E) / Spl. Secretary (PPP & PM).

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

Chief Engineer
World Bank Projects, Odisha



Memo No. 43903

Dt. 05 Oct 2013

Copy submitted to the Revenue Divisional Commissioner (North Division), Sambalpur for favour of information.

Chief Engineer
World Bank Projects, Odisha

Memo No. 43904

Dt. 05 Oct 2013

Copy forwarded to the Collector & District Magistrate, Sambalpur / Collector & District Magistrate, Jharsuguda / Collector & District Magistrate, Sundergarh for favour of information.

Chief Engineer
World Bank Projects, Odisha

Memo No. 43905

Dt. 05 Oct 2013

Copy forwarded to the Engineer-in-Chief (Civil), Odisha / Chief Engineer, D.P.L. & Roads, Odisha for favour of information.

Chief Engineer
World Bank Projects, Odisha

Memo No. 43906

Dt. 05 Oct 2013

Copy forwarded to the Superintending Engineer, Northern (R&B) Circle, Sambalpur / Superintending Engineer, Keonjhar (R&B) Circle / Executive Engineer, Sambalpur (R & B) Division, Sambalpur / Executive Engineer, Sundergarh (R & B) Division / Executive Engineer, Rourkela (R & B) Division for favour of information.

Chief Engineer
World Bank Projects, Odisha

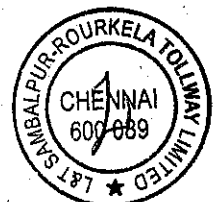
Memo No. 43907

Dt. 05 Oct 2013

Copy forwarded to Mr. Mansih R. Sharma, Executive Director, [Authorized Signatory] , M/s Price Water House Coopers – LASA JV, Block – III, Ground Floor, IDCOL House, Near Sardar Patel Bhawan, UNIT – II, Bhubaneswar [Email: manish.r.sharma@in.pwc.com;] for favour of information and necessary action.

Chief Engineer
World Bank Projects, Odisha

Accepted and acknowledged
T.S. VENKATESAN
Chief Engineer
DPI & Executive - Roads, Bridges & Railways
Odisha, Bhubaneswar





L&T IDPL

(ANNEX B)

28/10/2013

To

Chief Engineer, World Bank Projects, Odisha
Office of the Engineer-in-Chief (Civil), Odisha
Nirman Soudha, Keshari Nagar, Unit-V,
Bhubaneshwar-751001, Odisha

Kind Attn: Shri O.P. Patel, Chief Engineer

Dear Sir,

Sub: "Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern"

Ref:

- 1 Letter No.- PMU-WB-64/2013 dated 5/10/2013 – Letter of Award (LOA) for the subject project
2. Our letter dated 08/10/2013 – Acceptance of LOA

In compliance to Cl 7.1 (I) of the Draft Concession Agreement for the subject project, we declare that we have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with the Concession Agreement.

Thanking you and looking forward to a fruitful association

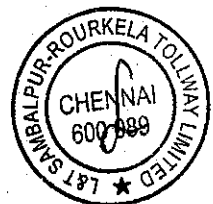
Yours faithfully,

For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

(R CHANDRASEKARAN)
CHIEF LEGAL OFFICER AND COMPANY SECRETARY

Chief Engineer
DPI & Roads
L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.
Tel : +91 44 22526000 / 8000 Fax : +91 44 22528724 www.Lntidpl.com





L&T IDPL

(ANNEX C)

24/10/2013

To
 Chief Engineer, World Bank Projects, Odisha
 Office of the Engineer-in-Chief (Civil), Odisha
 Nirman Soudha, Keshari Nagar, Unit-V,
 Bhubaneswar-751001, Odisha

Kind Attn: Shri O.P. Patel, Chief Engineer

Dear Sir,

Sub: "Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern"

Ref:

- 1 Letter No.- PMU-WB-64/2013 dated 5/10/2013 – Letter of Award (LOA) for the subject project
2. Our letter dated 08/10/2013 – Acceptance of LOA

We are pleased to inform that we have incorporated the SPV for the subject project in the name and style of "L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED" on 18/10/2013.

An Attested True Copy of the Certificate of Incorporation is attached herewith for reference and records.

Thanking you and looking forward to a fruitful association.

Yours faithfully,

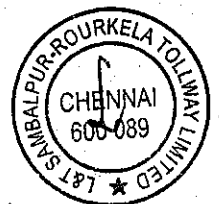
For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

(T S VENKATESAN)
 CHIEF EXECUTIVE-ROADS, BRIDGES & RAILWAYS

Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar

L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.
 Tel: +91 44 22526000 / 8000 Fax: +91 44 22528724. www.lntidpl.com



MEMORANDUM OF ASSOCIATION

AND

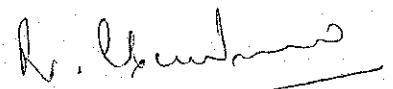
ARTICLES OF ASSOCIATION

OF

L & T SAMBALPUR-ROURKELA TOLLWAY LIMITED

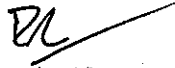
" CERTIFIED TRUE COPY "

FOR L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED



DIRECTOR




Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45206TN2013PLC093395

2013 - 2014

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक अठारह अक्टूबर दो हजार तेरह को चैन्नई में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U45206TN2013PLC093395

2013 - 2014

I hereby certify that L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given at Chennai this Eighteenth day of October Two Thousand Thirteen.

Signature Not Verified
Date: 20/10/2013
U45206TN2013PLC093395

Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार, तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

*Note: The corresponding form has been approved by S MEENAKSHI, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

P.O.BOX.979, MOUNT POONAMALLEE ROAD,, MANAPAKKAM,

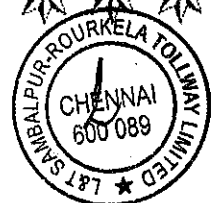
CHENNAI - 600089,

Tamil Nadu, INDIA

FOR L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

DIRECTOR





व्यापार प्रारंभ करने का प्रमाण-पत्र

कम्पनी अधिनियम 1956 की धारा 149(3) के अनुसरण में

कॉर्पोरेट पहचान संख्या : U45206TN2013PLC093395

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

जिसका निगमन, कम्पनी अधिनियम, 1956(1956 का 1) के अंतर्गत दिनांक अठारह अक्टूबर दो हजार तेरह को किया गया था और जिसने निर्धारित प्रपत्र में घोषणा प्रस्तुत की है या विधिवत सत्यापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2) (क) से (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए हकदार है।

यह प्रमाण-पत्र आज दिनांक बाईस अक्टूबर दो हजार तेरह को चैन्नई में जारी किया जाता है।

Certificate for Commencement of Business

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U45206TN2013PLC093395

I hereby certify that the L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the Eighteenth day of October Two Thousand Thirteen, and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given at Chennai this Twenty Second day of October Two Thousand Thirteen.

Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार, तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

*Note: The corresponding form has been approved by V ELANGO VAN, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2008.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

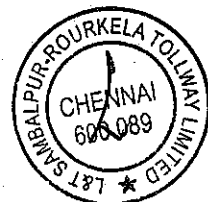
कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:

L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED
P.O.BOX.979, MOUNT POONAMALLEE ROAD., MANAPAKKAM,
CHENNAI - 600089,
Tamil Nadu, INDIA

FOR L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

DIRECTOR



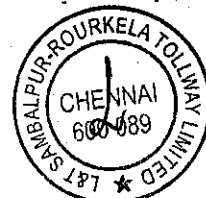
THE COMPANIES ACT, 1956
(ACT 1 OF 1956)
A COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF
L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

- I. The name of the Company is L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED
- II. The Registered office of the company will be situated in the State of Tamil nadu.
- III. The objects for which the Company is established are:
 - A. THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:
 1. Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) Project on DBFOT pattern.
 - B. THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:
 1. To purchase, take on lease or in exchange or otherwise acquire any lands or buildings and any estate or interest in and any rights connected with any such lands and buildings and to develop and turn to account any land acquired by the Company or in which the Company is interested.
 2. To erect, construct, enlarge, alter, maintain buildings, roads, toll bridges, works and structures of every kind necessary or convenient for the Company's business.
 3. To undertake such business whatsoever as can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension or in connection with any of the Company's business or as calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.
 4. To acquire and take over the whole or part of the business, property, goodwill and liabilities of any person, firm or company carrying on or about to carry on any business which this Company is authorised to carry on or possessed of any property or rights suitable for the purpose of this Company.
 5. To enter into any agreement or into any arrangement with any person, firm or company engaged in any business or transaction capable of being conducted so as to directly or indirectly benefit the business of the Company.
 6. To acquire and take over the whole or part of the business, property, goodwill, assets and liabilities of any person, firm or company carrying on or about to carry on any

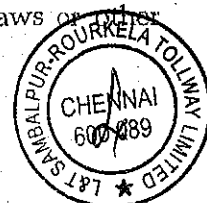
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



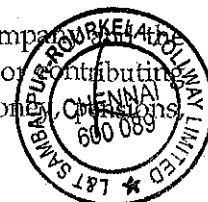
business which this Company is authorised to carry on or possessed of any property or rights suitable for the purpose of this Company.

7. To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, abandon, dispose of, turn to account or otherwise deal with all or any part of the property of the Company.
8. To search for and to purchase or otherwise acquire from any Government, State or Authority any licences, concessions, grants, decrees, rights, powers and privileges which may seem to the Company capable of being turned to account and to work, develop, carry out, exercise and turn to account the same.
9. To frame rules, regulations, and/or bye-laws for carrying out the objects of the Company to be observed and followed by the members.
10. To purchase or otherwise acquire, protect, prolong and renew any patents, copyrights, licences, protections and concessions, which may appear likely to be advantageous or useful to the Company and to use and turn to account the same and to grant licences or privileges in respect of the same.
11. To borrow or receive money either without security or secured by debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital.
12. To enter into any partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concessions, or otherwise with any person, firm or company carrying on or engaged in or about to carry on or to engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to act as agents of any such person, firm or company, and to lend money to, guarantee the contracts of, or otherwise assist any such person, firm or company, and to take or otherwise assist any such person, firm or company, and to take or otherwise acquire and hold share and securities of any such company and to sell, hold, re-issue with or without guarantee or otherwise deal with the same.
13. Upon any issue of shares, debentures or other securities of the Company, to employ any person, firm or company as merchant bankers, brokers, lead managers, book builders, commission agents and underwriters and to provide for the remuneration of such persons, firm or company for their services by payment in cash or by the issue of shares, debentures or other securities of the Company, or by the granting of options to take the same or in any other manner allowed by law.
14. To sell and mortgage and otherwise in any other manner deal with or dispose of the property, assets or undertakings of the Company or any part thereof, for such consideration as the Company may think fit and in particular for shares, stocks, debentures and other securities of any other company whether or not having objects altogether or in part similar to those of the Company.
15. To provide sanctions in the form of fines, penalties, expulsion so as to enforce compliance with and obedience to the rules, regulations and bye-laws or other instructions or directions issued by the Company from time to time.

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



16. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, letters of credit, circular notes, warrants, debentures, and other negotiable/transferable instruments subject to Banking Regulations Act, 1949.
17. To lend money to such persons and on such terms as may seem expedient with or without security and in particular to customers and others having dealings with the Company and to give any guarantee or indemnity as may seem expedient.
18. To purchase including by way of import, take on lease or in exchange, hire or otherwise acquire any real and personal property and rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, machinery, plant, equipment, vehicles, other movable and immovable property and stock-in-trade.
19. Subject to provisions of the Act, to take or otherwise acquire or hold shares in any other company, having objects altogether or in parts similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
20. To adopt such means of making known the business of the Company, within and outside India, as may seem expedient and in particular by advertising in the press, public places and theatres, by radio, by television, by circulars, by purchase and exhibition of works of art or interest, by publication of books, pamphlets, bulletins or periodicals, by organising or participating in exhibitions/seminar and by granting prizes, rewards and donations.
21. To borrow or raise or secure the payment of money or to receive money on deposit at interest for any of the purposes of the Company and at such time or times and in such manner as may be thought fit and in particular, by the issue of debentures or debenture-stocks, perpetual or otherwise, including debentures or debenture-stocks convertible into shares of the Company or any other company or perpetual annuities and as securities for any such money so borrowed, raised or received or of any such debenture stocks so issued to mortgage, pledge or charge the whole or any part of the property, assets or revenue and profits of the Company, present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be. The Company shall not carry on banking business as defined under the Banking Regulation Act, 1949, subject to provisions of Section 58A of the Companies Act, 1956, and directives of RBI.
22. To aid, pecuniary or otherwise, any association, body or movement having for an object, the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
23. To provide for the welfare of employees or ex-employees of the Company, their wives, widows, families or dependants of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of money.



allowances, gratuities, bonus or other payments or by creating and from time to time subscribing or contributing to provident and other funds, institutions and trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and assistance as the Company shall think fit.

24. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, or any other useful institutions, objects or purposes or for any exhibition.
25. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory provident, pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or services of the Company, or who are or were at any time Directors or Officers of the Company, and the wives, widows, families and dependants of any such persons, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company, and make payments to or towards the insurance of any such person as aforesaid.
26. In the event of winding up to distribute any of the properties of the Company amongst the members in specie or kind.
27. To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of, or the uplift of the public in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing, "programme of rural development", shall also include any programme for promoting the social and economic welfare of the public in any rural area which the Directors consider likely to promote and assist rural development, and the words "rural area" shall include such areas as may be regarded as rural areas under Section 35CC of the Income Tax Act, 1961, or any other law relating to rural development for the time being in force or as may be regarded by the Directors as rural areas and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional values as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Government or any public institutions or trusts or funds or organisation(s) as the Directors may approve.
28. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Directors may consider to be social and moral responsibilities of the Company to the public or any section of the public as also any activity which the Directors consider likely to promote, national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means as the Directors may think fit and the Directors may without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers, etc, or for organising lectures or seminars likely to promote these objects or for giving merit awards, for giving scholarships, loans, or any other

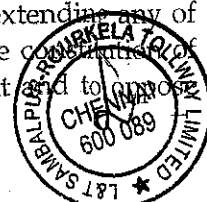


assistance to deserving students or other scholars or person to enable them to pursue their studies or academic pursuits or researches and for establishing, conducting or assisting any institutions, fund, trust etc., having any one of the aforesaid objects as one of its objects, by giving donations or otherwise in any other manner and the Directors may at their discretion in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any public or local body or authority or Central or State Government or any public institutions of trusts or funds or organisation(s) or person(s) as the Directors may approve.

C. OTHER OBJECTS NOT INCLUDED IN A & B :


1. To take on lease any property including industrial and other undertakings from government, semi-government corporations, companies and persons, whether public or private for furtherance of the business activities of the Company.
2. To give on lease the super built-up area built and constructed by the Company and providing deferred payment facilities and to provide on lease, hire purchase or on deferred payment basis all types of plant, equipment, machinery, vehicles, buildings, undertaking, and other movable and immovable properties.
3. To acquire property, both movable and immovable and vest the same, its rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared Trust in favour of the Company.
4. To pay all the costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital, including any underwriting or other commissions, broker's fees and other charges and to remunerate by cash or allotment of fully or partly paid shares any person, firm or company for services rendered in introducing any property or business to the Company, or in placing, assisting to place or guaranteeing the subscription of any shares, debentures, debenture-stocks or other securities of the Company or in or about the formation or promotion of the Company or the acquisition of property by the Company or the conduct of its business or for any other reason which the Company may think proper.
5. To pay or satisfy the consideration for any property, rights, shares securities or assets whatsoever which the Company is authorised to purchase or otherwise, acquire, either or payment in cash, or by the issue of shares or other securities of the Company or in such other manner as the Company may agree or partly in one mode and partly in another or others.
6. To apply for, promote and obtain any Act of Parliament or Legislative, Charter, privilege, concession, licence or authorisation of any Government, State or Municipality, provisional order or licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the powers of the Company or for any other purpose which may seem expedient to the Company or for any other purpose which may seem expedient to the Company.

DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



any proceedings or applications which may seem calculated directly or indirectly to prejudice the interest of the Company.

7. To establish, purchase or otherwise to acquire, run, conduct and operate warehouses, godowns, and/or other storages, conveniences for storage of building materials used for construction of building and/or development of land.
 8. To act as agents or brokers and for any person or company and to undertake and perform subcontracts for attaining the main objects of the Company.
 9. To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any special or other fund whether for depreciation or for repairing, improving, extending or maintaining any of the properties of the Company or for redemption of debentures or redeemable preference shares or for any other purposes whatsoever conducive to the interest of the Company.
 10. To do all or any of the above things and all such other things as are incidental or may be thought conducive to the attainment of the above objects or any of them as principals, agents, contractors, and by or through trustees, agents or otherwise and either alone or in conjunction with others.
 11. To erect, construct, enlarge, alter, maintain buildings, roads, toll bridges, works and structures of every kind necessary or convenient for the Company's business.
- IV. The liability of the members of the Company is limited.
- V. The Authorised Share Capital of the Company is ₹ 10,00,00,000/- (Rupees Ten Crores only) divided into 1,00,00,000 (One Crore) Equity Shares of ₹ 10/- (Rupees Ten) each, with the rights, privileges and conditions attached thereto with the power to vary, modify or abrogate such rights, privileges and conditions as may be provided by the Articles of Association of the Company for the time being. The Board of Directors have power to classify as and when required the shares as Equity or Preference Shares and attach thereto respectively such preferential, deferred, qualified or special rights, privileges and conditions and also the power to increase or reduce the capital of the Company as may be determined in accordance with the Articles of Association of the Company.


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



VI. We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association and respectively agree to take the number of shares in the Capital of the Company set out opposite our respective names:

| S.No. | Name, Addresses, Description and occupation of each subscriber | Signature of each subscriber | No. of Shares taken by each Subscriber Equity | Name, addresses description & Occupation of witnesses |
|-------|---|--|--|---|
| 1. | M/S L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED P.B.NO. 979, Mount Poonamallee Road, Manapakkam, Chennai-600094, India. By its Company Secretary Mr. R. Chandrasekaran S/o Mr. G. Ramanathan | <i>R. Chandrasekaran</i> R. CHANDRASEKARAN CHIEF LEGAL OFFICER & COMPANY SECRETARY | 49994 (Forty Nine Thousand and Nine Hundred Four) | SERVICE PAN: ACPT62439 ALL the subscribers have signed before me at Chennai. |
| 2. | MR. RAMANATHAN CHANDRASEKARAN S/o. Mr. G. Ramanathan Flat NO. B-2, Green Meadows New NO. 214, Cathedral Garden Lane, Nungambakkam, Chennai-600034 PAN: AAAP53312 (Company Executive) | <i>R. Chandrasekaran</i> | 1 (one) | <i>R. Chandrasekaran</i> RAJANATH SEKHAR. T. TONPE, S/O. LATE T.V. TONPE, "JALAJAKSHI", F-1, FIRST FLOOR, PLOT NO: 4, BHARATHIYAR STREET, KARPAGAMMAL NAGAR, MADHANANDAPURAM, CHENNAI - 600125 |
| 3. | MR. THIRUVIDAMMAAR VENKATARAMAN KARTHIKEYAN S/o, Mr. T.S. Venkataswamy No. 46, Shree Sri Sampathnagar 3rd Floor, 3rd East cross, | <i>K. Arumugam</i> | 1 (one) | |

DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| S.No. | Name, Addresses, Description and occupation of each subscriber | Signature of each subscriber | No. of Shares taken by each Subscriber Equity | Name, addresses description & Occupation of witnesses |
|-------|---|---|---|--|
| 4. | <p>Manohavelipattanam Chennai Tamil Nadu PAN: AACPK5906B (Company Executive)</p> <p>Mr. Sharad Goel, S/o. Mr. Ram Kumar Goel B4, Harrington Road, Chetpet, Chennai-600031, Tamilnadu, India PAN: ACXPG41173H (Company Executive)</p> | <p><i>[Signature]</i></p> <p>TSV <i>[Signature]</i></p> | <p>1 (one)</p> <p>1 (one)</p> | <p>SERVICE</p> <p>PAN: ACXPT 6343G All the subscribers have signed before me at Chennai</p> <p><i>[Signature]</i></p> <p>RAJANISH SEXTAR, T. TONPE, S/O. LATE T.V. TONPE, "JALAJAKSHI", F-1, FIRST FLOOR, PLOT NO: 4, BHARATHIYAR STREET, KARPAGAMBAI NAGAR, MADHANANDAPURAM, CHENNAI - 600125</p> |
| 5. | <p>1412 VENKATESAN SUBRAMANYA THIRUVARUR S/o Mr. T.V. Subramaniam Flat - F3, Block - 4 Nutech Indira, 15B Pillayar Koil St Jafferkhanget, Ashoknagar Chennai - 600083, Tamilnadu, India PAN: ACJPU8575A (Company Executive)</p> | <p><i>[Signature]</i></p> | <p>1 (one)</p> | <p><i>[Signature]</i></p> |

[Signature]
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



| S.No. | Name, Addresses, Description and occupation of each subscriber | Signature of each subscriber | No. of Shares taken by each Subscriber Equity | Name, addresses description & Occupation of witnesses |
|-------|---|------------------------------|---|--|
| 6. | Mr. Ramchandran Iyer Ramagopal S/o Gopal Krishna Iyer Ramagopal 3C, Amar Apartments, opp Chicalim Ground Chicalim, Vasco Goa, GoA - 403711 PAN: AERPR8810E (Company Executive) | <i>Ag</i> <i>gauri</i> | 1 (one) | SERVICE PAN: ACXPT6343G All the subscribers have signed before me at Chennai. |
| 7. | MR. Subrahmanyam Gunturu s/o Visweswarasastri Gunturu NO.84, Defence Colony, Sainik Purvi Secunderabad, Andhra Pradesh-500094 PAN: AESPB3939E [Company Executive] | <i>Subrahmanyam</i> | 1 (one) | <i>Rajani Sekhara</i> RAJANISH SEKHAR. T. TONPE, S/O. LATE T.V. TONPE "JALAJAKSHI", F-1, FIRST FLOOR, PLOT NO: 4, BHARATHIYAR STREET, KARPAGAMEAL NAGAR, MADHANANDAPURAM, CHENNAI - 600125 |
| | Total | | 50,000 (Fifty Thousand) | |

Dated at Chennai this 17 day of Oct, 2013

Dated: 17.10.2013

RZ
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



Rajani Sekhara

THE COMPANIES ACT, 1956
A COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

1. "Table A" not to apply:

The regulations contained in "Table A" in the First Schedule to the Companies Act, 1956, shall not apply to this Company, save and except so far as such regulations are embodied in these Articles.

2. Interpretation

The marginal notes used in these Articles shall not affect the construction or interpretation thereof.

In the interpretation of these Articles, the following expressions shall have the following meanings, unless repugnant to or inconsistent with the subject or context:

"The Act / Companies Act" means the Companies Act, 1956 / The Companies Act, 2013, to the extent applicable, or any statutory modification or re-enactment thereof for the time being in force in India.

"The Board of Directors" or "The Board" means the Board of the Directors duly constituted under the Act or the Directors for the time being of the Company or as the case may be, the Directors assembled at a Board meeting.

"Director" means any director for the time being of the Company including, where applicable, any alternate director.

"The Company" means this company i.e., L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

"Share Capital" shall mean share capital of the Company as per Clause V of the Memorandum of Association and shall include ordinary or equity shares, preference shares (cumulative or non-cumulative, redeemable as per Sec. 80 of the Companies Act, 1956), voting or non-voting shares or such shares as are permitted to be issued under the Act.

"Shares" shall mean equity shares of Rs. 10/- each, in the share capital of the Company.

R
 Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



Unless the context otherwise requires, the words or expressions contained in these Articles shall bear the same meaning as in the Act.

Any reference to statutory provisions shall include any subordinate legislation made from time to time under those provisions.

Any reference to statutory provisions shall include such provisions, as may from time to time be modified or re-enacted and applies or is capable of being applied to any transactions hereunder.

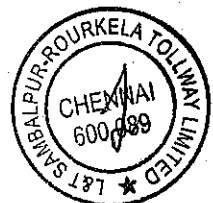
Words importing the singular number only include the plural number and vice versa.

Words importing persons include corporations, companies and firms.

3. The Company is a Public Limited Company within the meaning of Section 2 clause (71) of the Companies Act, 2013 and shall have a minimum paid-up capital of Rs. 5 lakhs or such higher amount as may be prescribed.

SHARE CAPITAL

4. The Authorised Share Capital of the Company shall be as stated in Clause V of the MOA with power to increase or reduce such Share Capital from time to time in accordance with these presents of the Company and the legislative provisions for the time being in force in this behalf and with power also to divide the Shares in the Share Capital for the time being into equity share capital and preference share capital and to attach thereto respectively any preferential qualified or special rights, privileges, or conditions as the Company may from time to time.
5. Subject to the provisions of Section 80 of the Companies Act, 1956, the Company shall have the power to issue Preference shares which, at the option of the Company are liable to be redeemed and the redemption of Preference shares hereunder may be effected in accordance with the terms and conditions of their issue and failing that in such manner as the Directors think fit.
6. On the issue of Redeemable Preference Shares under the provisions of Articles 5 hereof, the following provisions shall take effect: -
- (a) no such shares shall be redeemed except out of profits of the Company, which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purposes of the redemption;
- (b) no such shares shall be redeemed unless they are full paid;
- (c) the premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's Shares Premium Account, before the shares are redeemed;



(d) where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called the "Capital Redemption Reserve Account", a sum equal to the nominal amount of the shares redeemed; and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 80 of the Companies Act, 1956, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company.

7. The shares shall be under the discretion and control of the Directors who may allot or otherwise dispose of the same to such persons in such proportions and on such terms and conditions and at such times as the Directors think fit but subject to the Article hereof.

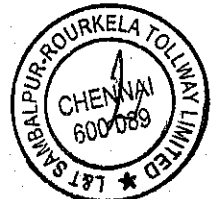
CALLS ON SHARES

8. In clause 13 of the Table 'A' the words "provided that no call shall exceed one fourth of the nominal value of the shares or be payable at less than one month from the date for the payment of the last preceding call" shall be omitted.
9. If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extensions thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 12 per cent per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member.

TRANSFER OF SHARES

10. Subject to the provisions of Section 108 of the Companies Act, 1956 and prior written consent of all the Shareholders of the Company, the Company shall not register a transfer of Shares unless a proper instrument of transfer duly stamped and executed by or on behalf of the Transferor and by or on behalf of the transferee has been delivered to the Company within the period specified in Section 108 of the Companies Act, 1956 Specifying the name, address and occupation if any of the transferee together with the share certificate relating to the shares or, if no such certificate is in existence, the letter of allotment of the shares and; such other evidence as the Board may require to prove the title of the Transferor or his right to transfer the shares, provided that where on any application in writing made to the Company by the Transferee it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the Transferor and by or on behalf of the Transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit.

24
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



11. An application for the registration of the transfer of any Shares may be made either by the Transferor or the Transferee, provided that where such application is made by the Transferor, no registration in the case of a partly paid share shall be effected unless the Company gives notice of application to the transferee in the manner prescribed by Section 110 of the Companies Act, 1956. Subject to the provisions of these Articles the Company shall unless objection is made by the Transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the Transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the Transferee. The Transferor shall be deemed to remain the holder of the Shares until the name of the Transferee is entered in the Register of Members in respect thereof.
12. Subject to the provisions of Section 58 of the Companies Act, 2013 the Directors may, in their discretion; decline to register any proposed transfer of Shares or transmission of Shares whether or not the Transferee is a Member of the Company. If the Company without sufficient cause refuses to register the transfer of securities within a period of thirty days from the date on which the instrument of transfer or the intimation of transmission, as the case may be, is delivered to the Company, the transferee may, within a period of sixty days of such refusal or where no intimation has been received from the company, within ninety days of the delivery of the instrument of transfer or intimation of transmission, appeal to the Tribunal in accordance with the provisions of Section 58(4) of the Companies Act, 2013.
13. The Board may refuse to register any transfer of shares upon which the Company has lien and in the case of Shares not fully paid up may refuse to register a transfer of Shares to a Transferee of whom the Board does not approve, provided that the registration of a transfer shall not be refused on the grounds of the Transferor being either alone or jointly with any other person indebted to the Company on any account except as lien on the Shares.
14. Except as otherwise provided in this Article, the executors or administrators of a deceased member of the holder of Succession Certificate or other legal representation in respect of such Shares, being the sole holder of a share, shall be the only persons recognized by the Company as having any title to the share, and in the case of a share registered in the names of two or more holders, the survivors or survivor, or the executors or administrators of the deceased survivor or the holder of Succession Certificate or other legal representation in respect of such Shares, shall be the only persons recognised by the Company as having any title to the share. The Company shall not be bound to recognise such executors or administrators unless they shall have obtained probate or letters of administration from a duly constituted Court in India. Provided nevertheless that in any case where the Directors in their absolute discretion think fit it shall be lawful for the Directors to recognise the title of any person claiming to be entitled to the share whether in a



representative capacity or not and to dispense with production of probate or letters of administration on the production of such other evidence of title as the Directors may require, and upon such terms as to indemnity or other-wise as they may think fit. But nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on Shares held by him jointly with any other person.

15. Any person becoming entitled to Shares in consequence of the death or bankruptcy or insolvency of any member or by any lawful means other than by transfer in accordance with these Articles, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give) and upon giving such indemnity (if any) as the Directors may require, be registered as a member in respect of such Shares, or may subject to the Regulations as to transfers hereinbefore contained, transfer such Shares to any third Party. This Article is hereinafter referred to as "The Transmission Article".
16. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered he shall testify his election by executing, to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.
17. Where the registered holder of any share dies or becomes bankrupt his personal representative or the assignee of his estate, as the case may be, shall upon the production of such evidence as may from time to time be properly required by the Directors in that behalf, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company, or to voting, or otherwise), as the registered holder would have been entitled to if he had not died or become bankrupt; and where two or more persons are jointly entitled to any share in consequence of the death of the registered holder they shall, for the purposes of these Articles, be deemed to be joint holders of the share.
18. A person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends or moneys as hereinafter provided, be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share.
19. The Directors shall have the same right to refuse to register a person entitled by transmission to any Shares, or his nominee, as if he were the Transferee named in any ordinary transfer presented for registration.

DC
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20. The Company shall keep a "Register of Transfers", and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.
21. Any attempt to sell, assign, dispose off, encumber, mortgage, hypothecate, pledge or otherwise transfer shares which is not in compliance with these Articles or any restrictions or obligations agreed by the Shareholders in financing the Project shall be null and void and neither the Company nor any transfer agency shall give any effect in the Company's share register to such attempted sale, assignment, disposition, encumbrance, mortgage, hypothecate or other transfer. The Company is hereby authorised by the Shareholders to impose stop transfer instructions with respect to the Shares to ensure that all transfer of shares comply with these Articles and any restrictions agreed by the shareholders in financing the Project.
22. An instrument for the transfer of Shares shall be in the prescribed form and shall be stamped by the prescribed authority in accordance with Section 108(1A) of the Companies Act, 1956.

DEMATERIALISATION OF SECURITIES

23. For the purpose of this Article:

(a) 'Beneficial Owner' means a person or persons whose name(s) is recorded as such with a depository.

'Depository' means a company formed and registered under the Companies Act, and which has been granted a certificate of registration to act as a depository under the Securities & Exchange Board of India Act, 1992.

'SEBI' means the Securities & Exchange Board of India.

'Securities' means the securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956

(b) Notwithstanding anything contained in the Articles, the Company shall be entitled to dematerialise its securities and to offer securities in a dematerialised form pursuant to the Depositories Act, 1996.

(c) (1) Every person subscribing to securities offered by the Company shall have the option either to receive the security certificates or to hold the securities with a depository. If a person opts to hold a security with a depository, the Company shall intimate such depository the details of allotment of the security. On receipt of such information, the depository shall enter in its records the name of the allottee as the beneficial owner of the security.

(2) Every person who is the beneficial owner of the securities can at any time opt out of a depository, in the manner provided by the Depositories Act. The Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of securities.

(d) All securities held by a depository shall be dematerialised and be in fungible form. Nothing contained in Sections 187C and 372A of the Companies Act, 1956 shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.

(e)(1) Notwithstanding anything to the contrary contained in the Act or the Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.

(2) Save as otherwise provided in (1) above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

(3) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities, which are held by a depository.

(f) Notwithstanding anything contained in the Act or the Articles, here securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.

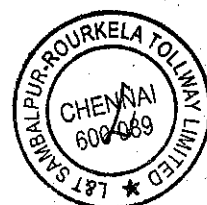
(g) Nothing contained in Section 108 of the Companies Act, 1956 or the Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.

(h) Notwithstanding anything contained in the Act or the Articles, where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.

(i) Nothing contained in the Act or the Articles regarding necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository.

(j) The Register and Index of beneficial owners maintained by a depository under the Depositories Act, 1996, shall be deemed to be the Register and Index of Members and Security holders for the purposes of the Articles.

BUY BACK OF SHARES



24. The Company shall, in pursuance of section 77A of the Companies Act, 1956, have the power to purchase its own shares or other specified securities out of :

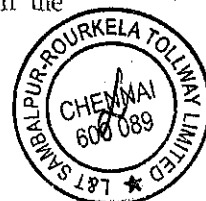
- a) it's free reserves;
- b) the securities premium account

MEETING OF MEMBERS

25. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meeting. The First Annual General Meeting shall be held within eighteen months from the date of incorporation of the Company and the next Annual General Meeting shall be held within six months after the expiry of the financial year in which the First Annual General Meeting was held and thereafter an Annual General Meeting of the Company shall be held within six months after the expiry of each financial year, provided that not more than fifteen months shall lapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provision shall be taken as affecting the right conferred upon the Registrar under the provisions of Section 166(1) of the Companies Act, 1956 to extend time within which any Annual General Meeting may be held. At every Annual General Meeting of the Company there shall be laid on the table the Directors' Report and Audited Statement of Account, Auditors' Report (if not already incorporated in the Audited Statement of Accounts), the proxy Register with proxies and the Register of Directors shareholding which latter Register shall remain open and accessible during the continuance of the meeting.

26. The Board may, whenever it thinks fit call an extraordinary General Meeting and it shall do so upon a requisition in writing by any Member or members holding in the aggregate not less than one tenth of such of the paid up capital as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made. Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting in accordance with the provisions of Section 100 of the Companies Act, 2013.

27. At least Twenty One clear days' notice of any meeting of the Company specifying the day and hour and place of meeting, and the object thereof shall be given. In every such notice calling a meeting of the Company, there shall appear a statement that a member is entitled to appoint a proxy to attend and vote instead of himself. A general meeting may be called after giving a notice shorter than Twenty One days if consent is accorded thereto in case of an Annual General Meeting by all the



members entitled to vote thereat and in case of any other meeting by members holding not less than 95 percent of such part of the paid up share capital as gives a right to vote at the meeting.

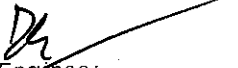
28. Notice of every meeting of the Company shall be given to the members of the Company and to the Auditors for the time being of the company. Such notice shall be given by the company to the members and Auditor or Auditors by delivering to him or to them personally or by sending to him or to them by post to his or their addresses registered in the books of the company.
29. The accidental omission to give notice to or the non-receipt of a notice by any member or members or the auditor or auditors shall not invalidate the proceedings at the meeting.
30. Any member entitled to be present and vote at a meeting may submit any resolution to any General Meeting provided that at least in the prescribed time before the day appointed for the Meeting he shall have served upon the Company a notice in writing signed by him containing the proposed resolution and stating his intention to submit the same. The prescribed time above mentioned shall be such that between the date on which the notice is served or deemed to be served and the day appointed for the meeting there shall be not less than twenty eight intervening days.
31. Upon receipt of any such notice as in the last preceding Article, mentioned, any Director shall, in any case where the notice of intention is received before the notice of the meeting is issued, include in the notice of the meeting and shall in any other case issue as quickly as possible to the member entitled to notice of the meeting, notice that such resolution will be proposed.
32. The provisions of Section 102 of The Companies Act, 2013 pertaining to Statement to be annexed to notice shall apply with respect to the general meeting (including extraordinary general meeting) of the Company.
33. A member present by a proxy shall not have any right to speak at the general meeting of the Company and shall not be entitled to vote except on a poll.
34. The quorum for General Meeting shall be represented by, five members personally present if the number of members as on the date of meeting is not more than one thousand; fifteen members personally present if the number of members as on the date of meeting is more than one thousand but upto five thousand; thirty members personally present if the number of members as on the date of the meeting exceeds five thousand. A representative of a Member Company or body corporate appointed in accordance with these Articles shall be counted in determining a quorum. No business shall be transacted at any General Meeting unless the

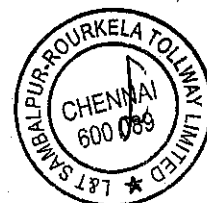
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quorum shall be present within half an hour from the time appointed for holding a meeting of the Company.

35. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and attend and vote at General Meeting shall be as effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in the like form each signed by one or more persons.
36. If at the expiration of half an hour from the time appointed for holding a Meeting of the Company quorum shall not be present, the Meeting if convened by or upon the requisition of Members, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day and at such other time and place within the city, town or village in which the Registered office of the Company is situated as the Board may determine, and if at such adjourned Meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the Meeting, the members present shall be quorum and may transact the business for which the Meeting was called.
37. Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of share for the time being forming part of the capital of the Company, every Member shall be entitled to be present and to speak and vote at such Meeting and on a show of hands every Member present in person or by proxy shall have one vote and upon a poll the voting right of every Member present in person shall be in proportion to his share of the paid up equity share capital of the Company; Provided, however, if any preference shareholder be present at any meeting of the Company save as provided in clause(b) of sub-sections (2) of Section 87 of the Companies Act, 1956, he shall have a right to vote only on resolution placed before the Meeting which directly affect the rights attached to his preference shares.
38. Any person entitled under the Transmission Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were registered holder of such shares, provided that forty eight hours at least before the time of holding the Meeting or adjourned Meeting as the case may be, at which he proposes to vote he shall satisfy the Board of his right to transfer such shares, unless the Board shall have previously admitted his right to vote at such Meeting in respect thereof. If any Member be a lunatic, idiot or non-composmentis he may vote whether on a show of hands or at a poll by his committee, curator bonus or other legal curator and such last-mentioned persons may give their votes by proxy.

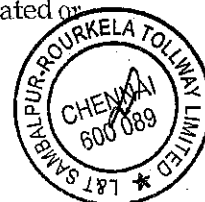

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DPI & Roads
Odisha, Bhubaneswar



39. The business of the Company shall be managed by the Directors who may be paid expenses incurred in the formation and registration of the Company and may exercise all such powers of the Company and do all such acts and things which are not by these articles required to be exercised by the Company in General Meeting subject nevertheless to the provisions of these articles and of the Act and subject to such regulations not being inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board of Directors which would have been valid had such regulations not been made.

DIRECTORS

40. Subject to the provisions of Section 252 of the Companies Act, 1956, until otherwise determined by Special Resolution, the number of the Directors of the Company shall not be less than three and not more than twelve.
41. The first directors of the Company are:
- a) Mr. Karthikeyan T.V.
 - b) Mr. R.Chandrasekaran
 - c) Mr. Sharad Goel
42. Subject to the provisions of Sections 161 of the Companies Act, 2013 the Board shall have power, at any time and from time to time, to appoint a person to be a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum fixed above.
43. The Board may appoint as Alternate Director recommended for such appointment by the Director (hereinafter called the 'Original Director') to act for him during his absence for a period of not less than three months from the State in which the Meetings of the Board are ordinarily held. An Alternate Director appointed under this Article shall not hold office as such, for a longer period than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to the said State. If the term of office of the Original Director is determined before he so returns to the said State any provisions in the Act or in these Articles for the automatic reappointment or retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director.
44. The Board shall have power to pay such remuneration to a Director for his services, whole time or part time, to the Company or for services of a professional or other nature rendered by him as may be determined by the Board. If any Director, being willing, shall be called upon to perform extra services or to make any special excursions in going to or residing at a place other than the place where the office of the Company is situated or



where such Director usually resides, or otherwise on the Company's business or for any of the purposes of the Company then the Board shall have power to pay to such Director such remuneration as may be determined by the Board.

45. Subject to the provisions of the Act, a Director, who is neither in the whole time employment nor a Managing Director may be paid remuneration by way of commission if the Company so resolves.
47. Subject to Section 287 of the Companies Act, 1956 the quorum for a Meeting of the Board shall be one-third of its total strength (excluding Director, if any, whose place may be vacant at the time and any fraction contained in that one third being rounded off as one), or two Directors, which ever is higher.
48. A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a Meeting of the Directors duly convened and held and may consist of several documents in the like from each duly signed by one or more of the Directors.
49. The Directors may, from time to time, at their discretion raise or borrow for the purpose of the Company's business such sums of money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future including the uncalled capital or by the issue, at such price as they may think fit, of bonds or debentures or debenture stock, either charged upon the whole or any part of the property and assets of the Company or not so charged or in such other way as the Directors may think expedient.
50. The Board may exercise, all such powers of the Company and do such acts and things as are not by the Act, or any other Act or by the Memorandum or by the Articles of the Company, required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, the provisions of the Act, or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in the General Meeting, shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

Borrowing Powers

Power to borrow

51. Subject to the provisions of the Act, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits, borrow monies and use credit facilities as may be approved by the Shareholders from time to time.

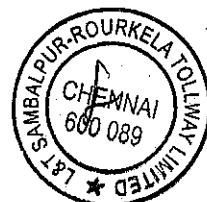
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52. The Directors may, from time to time, accept deposits from members (either in advance of calls or otherwise) and from other persons and generally raise or borrow any sums of money for the purpose of the Company from the Members or other persons, or the Director may themselves advance money to the company on such interest as may be approved by the Board of Directors.

Terms of Issue of Debentures

53. Any debenture, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, and otherwise debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting.
54. The Directors, may, from time to time, secure the payment of such moneys in such manner and upon such terms and conditions in all respects they deem fit and in particular by the issue of debentures, or bonds of Company or any mortgage, charge hypothecation, pledge, lien or other security of all or any part of portion of the property of the Company and the uncalled capital for the time being.
55. The Director may grant retiring pensions or annuities or other allowance, including allowances on death to any person or to the widow or dependents of any person in respect of services rendered by him to the Company as Managing Director, Manager, or as an Officer or employee of the Company or of any subsidiary Company or if its Holding Company (if any) notwithstanding that he may have been a Director of the Company and may make payments towards insurance or trusts for such purposes in respect of such person and may include rights in respect of such pensions, annuities and allowances in terms of engagement of any such person.
- 56.(a) Subject to the provisions of the Companies Act, 1956 or such other Act as may be applicable, and notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to any Financing Company or Body or Financial Corporation or Credit Corporation or Bank or any Insurance Corporation (each such Financing Company or Body or Financial Corporation, Credit Corporation or Bank or any Insurance Corporation is hereinafter referred to as Financial Institution") out of any loans granted by the Financial Institution to the Company or so long as the Financial Institution continues to hold debentures in the Company by direct subscription or private placement, or so long as the Financial Institution hold shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the Financial Institution on behalf of the Company remains outstanding the Financial Institution shall have a



right to appoint from time to time, its nominee/s as a Director or Directors (which Director or Directors is/are hereinafter referred to as Nominee Director/s) on the Board of the Company and to remove from such office the Nominee Director/s so appointed, and at the time of such removal and also in the case of death or resignation of the Nominee Director/s so appointed at any time appoint any other person/persons in his/their place/s and also fill any vacancy which may occur as a result of such director/s ceasing to hold office for any reasons whatsoever; such appointment or removal shall be made in writing on behalf of the Financial Institution appointing such Nominee Director/s and shall be delivered to the Company at its registered office.

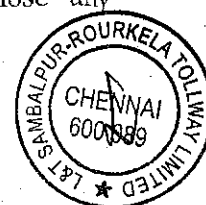
(b) The Nominee Director/s shall not be required to hold any qualification shares in the Company to qualify him / them for the office of a Director/s nor shall he/they be liable to retirement by rotation. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s so appointed. Subject to the aforesaid, the said Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

(c) The Nominee Director/s so appointed shall hold the office only so long as any moneys remain owing by the Company to the Financial Institution or so long as the Financial Institution or so long as the Financial Institution holds Debentures in the Company as result of direct subscriptions or private placement or so long as the Financial Institution holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any guarantee, is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office, immediately the moneys owing by the Company to the Financial Institution is paid off or on the Financial Institution ceasing to hold debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of any Guarantee furnished by the Financial Institution.

(d) The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and the Meeting of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meeting. The Financial Institution shall also be entitled to receive all such notices and minutes.

(e) The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled. Any expenses that may be incurred by the Financial or such Nominee Director/s in connection with his / their appointment of Directorship shall be paid by the Company.

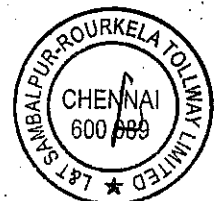
(f) The Nominee Director/s shall notwithstanding anything to the contrary contained in these Articles, be at liberty to disclose any



information obtained by him/them to the Financial Institution appointing him/them as such Director/s.

MANAGING DIRECTOR - DEPUTY MANAGING DIRECTOR

57. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any one or more of its Directors as Managing Director or Managing Directors of the Company and any other of its Directors as the Deputy Managing Director or Deputy Managing Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit, and subject to the provisions of Articles
58. The Board may by resolution vest in such Managing Director/s or Deputy Managing Director/s such of the powers hereby vested in the Board generally, as it thinks fit as such powers may be made exercisable for such conditions and subject to such restrictions as it may determine. The remuneration of the Managing Director/s and the Deputy Managing Director/s may be by way of monthly payment, fee for each meeting or participation in profits or by all or any of these modes or any other mode not expressly prohibited by the Act.
59. The Managing Director or the Deputy Managing Director shall not exercise the powers to :
- (a) make calls on shareholders in respect of money unpaid on their share in the Company.
 - (b) issue debentures; and except to the extent mentioned in the resolution passed at the Board meeting under Section 292 of the Act, the Managing Director/s or the Deputy Managing Director/s shall also not exercise the powers to :-
 - (c) borrow moneys, otherwise than on debenture;
 - (d) invest the funds of the Company; and
 - (e) make loans.
60. The company shall not appoint or employ, or continue the appointment or employment of a person as its Managing, Deputy Managing or whole time Director who:-
- (a) is an un-discharged insolvent, or has at any time been adjudged as insolvent;
 - (b) suspends, or has at any time suspended, payment to his creditors, or members, or has at any time made, a composition with them; or



(c) is or has at any time been convicted by a Court of an offense involving moral turpitude.

61. The Managing Director and the Deputy Managing Director shall not while he continues to hold that office be subject to retirement by rotation and if he ceases to hold the office of Director he shall ipso facto and immediately cease to be the Managing director or the Deputy Managing Director, as the case may be.

62. Subject to the provisions of the Act and of these Articles, the Board may from time to time appoint any of its members, as Executive Director or Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit, and subject to provisions of Companies Act, the Board may from time to time determine that one or more of such Executive Director or Directors appointed or proposed to be appointed by the Board shall not be liable to retire by rotation so long as he continues to hold that office.

MANAGER OR SECRETARY

63. Subject to the provisions of the Act -

(1) a manager or secretary may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any manager or secretary so appointed may be removed by the Board.

(2) a director may be appointed a manager or secretary.

64. A provision of the Act, or these regulations requiring or authorising a thing to be done by or to a director and the manager or secretary, shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of the manager or secretary.

AUDIT

65. Subject to the provisions of Section 224 of The Companies Act, 1956 -

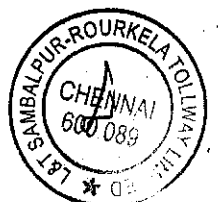
(i) The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office from the conclusion of the meeting until the conclusion of the next Annual General Meeting.

(ii) Rights and Duties of the Auditors shall be regulated in accordance with Section 224 to 233 of the Act.

(iii) Once at least in every year accounts of the Company shall be audited and correctness of the Final Accounts be ascertained by one or more Auditor or Auditors.

(iv) Every Account of the Company when audited and approved by General Meeting shall be conclusive.

DN
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



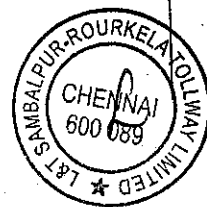
THE SEAL

66. The Company shall have a Common Seal and the Directors shall provide for the safe custody thereof. The Seal shall not be affixed to any instrument except by the authority of a Resolution of the Board of Directors or a Committee of the Board except in presence of at least two Directors or one Director and the Secretary of the Company or such other person as the Board may appoint for the purpose shall sign every instrument to which the Seal shall be affixed. Such signatures shall be conclusive evidence of the fact that the seal has been properly affixed".

INDEMNITY AND RESPONSIBILITY

67. Subject to the provisions of Section 201 of the Companies Act, 1956 every Director, Manager and other Officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of Directors out of the funds of the Company to pay all costs, losses expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or in any way in the discharge of his duties including expenses and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Manager, Officer or servant in defending any Civil proceeding, in which judgment is given in his favour or he is acquitted or in connection with any application under Section 463 of the Companies Act, 2013 in which relief is granted by the Court.
68. Subject to the provisions of Section 201 of the Companies Act, 1956, no Director Manager or other officer of the Company shall be liable for the act, receipts, neglects of any other Director or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors, for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any monies securities or effects shall be deposited or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss damage or misfortunes whatever which shall happen in the execution of the duties of the office or in relation hereto unless the same happen through his own dishonesty.

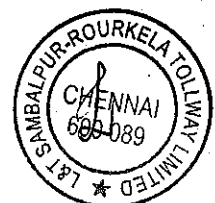
DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



SECRECY

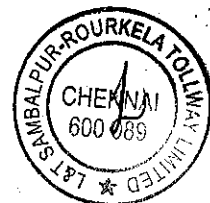
69. No member shall be entitled to visit or inspect any works of the company without the permission of the directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery or trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the directors, it would be inexpedient in the interest of the Company to disclose.

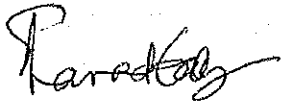
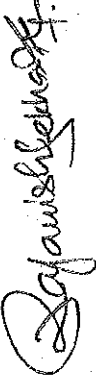

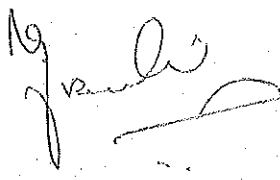
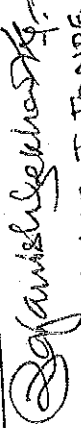
DR
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

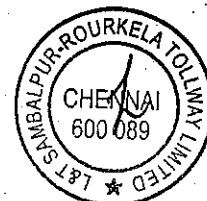


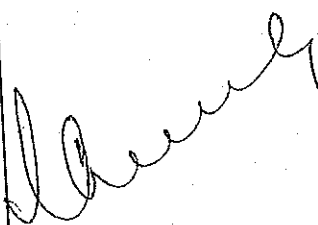
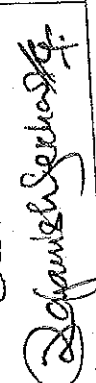
We, the several persons, whose names, addresses, description and occupation as subscribed below, are desirous of being formed into a Company in pursuance of these articles:

| S. No | Name, Addresses, Description and occupation of each subscriber | Signature of each subscriber | Name, addresses description & Occupation of witnesses |
|-------|--|--|---|
| 1. | M/S LAT INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED P.B. NO. 979, Mount Poonthammallee Road, Manapakkam, Chennai - 600089, India. By its Company Secretary Mr. R. Chandrasekaran s/o Mr. G. Ramanathan | <i>R. Chandrasekaran</i> R. CHANDRASEKARAN CHIEF LEGAL OFFICER & COMPANY SECRETARY | All the subscribers have signed before me at Chennai. <i>Rajamishra</i> |
| 2. | MR. RAMANATHAN CHANDRASEKARAN s/o Mr. G. Ramanathan Flat NO. B-2, Green Meadows, New No. 24A, Cathedral Garden Lane, Nungambakkam Chennai - 600034 PAN: AAAPC5331L (company executive) | <i>R. Chandrasekaran</i> | |
| 3. | MR. THIRUVIDAIMARU VENIKATARAMAN KARTHIKEYAN s/o Mr. T. S. Venkataraman No. 46, Shresthi Sampradaya, 3rd Floor, 3rd Street cross Manjavelipattinam Chennai, Tamil Nadu PAN: AACPH59063 (company executive) | <i>K. Ram</i> | <i>Rajamishra</i> RAJANISH SEKHAR. T. TONPE, SLOLATE T.V. TONPE, "JALAJAKSHI", F-1, FIRST FLOOR, PLOT NO: 4, BHARATHIYAR STREET, KARPAGAMISAL NAGAR, MADHANANDAPURAM, CHENNAI - 600125 SERVICE PAN: ACXPT 63436 |

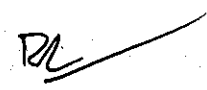


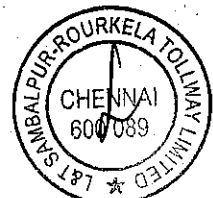
| | Name, Addresses, Description and occupation of each subscriber | Signature of each subscriber | Name, addresses description & Occupation of witnesses |
|----|--|--|--|
| 4. | Mr. Sharad Groel, S/o. Mr. Ram Kumar Groel B1, Harrington Court, Chetpet Chennai - 600031, Tamilnadu, India PAN : ACXP61173H (Company Executive) |  | All the subscribers have signed before me at Chennai.  |
| 5. | MR. VENKATESAN SUBRAMANYA THIRUVARUR S/o Mr. T.V. Subramanian Flat-F3, Block-4 Nutech Indira, 150, Pillayar Koil St, Jafferkhenpet, Ashoknagar, Chennai - 600083. Tamilnadu, India PAN: ACJPU 8575A (Company executive) |  | |
| 6. | Mr. Ramchandran Iyer Ramgopal S/o Gopal Krishna Iyer Ramagopal 3C, Amar Apartments, OPP Chicalim Ground, Chicalim, Vasco Goa, Goa - 403711 PAN: AERPR8810E (Company Executive) |  |  RAJANISH SEKHAR T. TONPE, S/O. LATE T.V. TONPE, "JALAJARASHI", F-1, FIRST FLOOR, PLOT NO: 6, BHARATHIYAR STREET, KARPAGAM BASAL NAGAR, MADHANANDAPURAM - CHENNAI - 600125 SERVICE PAN: ACXPT6343G |



| | Name, Addresses, Description and occupation of each subscriber | Signature of each subscriber | Name, addresses description & Occupation of witnesses |
|----|--|--|--|
| 7. | <p>Mr Subrahmanyam Guntur s/o Visweswarasastri Guntur No. 84, De fence Colony Sai nik puri, Selunderabad, Andhra Pradesh - 500094 PAN: AESPU73939E (Company Executive)</p> |  | <p>All the subscribers have signed before me at Chennai.</p> <p></p> <p>RAJANISH SEKHAR, T. TONPE, s/o. LATE T. V. TONPE "JALAJAKSHI", F-1, FIRST FLOOR, PLOT NO: 4, BHARATHIYAR STREET, KARPAGAMBAL NAGAR, MADHANANDAPURAM, CHENNAI - 600125 SERVICE PAN: ACXPT 634367</p> |

Dated at Chennai the 17th day of October, 2013


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





L&T IDPL

ANNEX E

24/10/2013

To
 Chief Engineer, World Bank Projects, Odisha
 Office of the Engineer-in-Chief (Civil), Odisha
 Nirman Soudha, Keshari Nagar, Unit-V,
 Bhubaneshwar-751001, Odisha

Kind Attn: Shri O.P. Patel, Chief Engineer

Dear Sir,

Sub: "Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern"

Ref:

1. Letter No.- PMU-WB-64/2013 dated 5/10/2013 – Letter of Award (LOA) for the subject project
2. Our letter dated 08/10/2013 – Acceptance of LOA

In continuation to the incorporation of our SPV namely L&T SAMBALPUR – ROURKELA TOLLWAY LIMITED, we would like to inform you that the SPV has been promoted by us to domicile the subject project, in conformance to the requirements of the RFP.

In this context, we request you to accept L&T SAMBALPUR – ROURKELA TOLLWAY LIMITED as the Concessionaire, the entity which would undertake the obligations and exercise the rights under the Concession Agreement for the subject project, including the obligation to enter into the Concession Agreement with Government of Odisha.

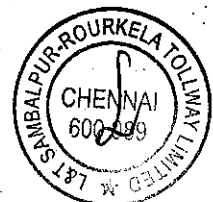
Thanking you and looking forward to a fruitful association

Yours faithfully
 For L&T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED

(T S VENKATESAN)
 CHIEF EXECUTIVE-ROADS, BRIDGES & RAILWAYS


 Chief Engineer
 DPI & Roads
 L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.
 Tel : +91 44 22526000 / 8000 Fax : +91 44 22528724. www.lntidpl.com





L&T IDPL

L&T Sambalpur - Rourkela Tollway Limited
(A wholly owned subsidiary of L&T IDPL)

ANNEX F

24/10/2013

To
Chief Engineer, World Bank Projects, Odisha
 Office of the Engineer-in-Chief (Civil), Odisha
 Nirman Soudha, Keshari Nagar, Unit-V,
 Bhubaneswar-751001, Odisha

Kind Attn: Shri O.P. Patel, Chief Engineer

Dear Sir,

Sub: "Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern"

Ref:

- 1 Letter No.- PMU-WB-64/2013 dated 5/10/2013 – Letter of Award (LOA) for the subject project
- 2 Our letter dated 08/10/2013 – Acceptance of LOA
- 3 L&T Infrastructure Development Projects Limited letter dated 24/10/2013 Introducing the SPV, L&T SAMBALPUR – ROURKELA TOLLWAY LIMITED

We refer to the letters cited above. We, L&T SAMBALPUR – ROURKELA TOLLWAY LIMITED, Concessionaire for the Subject project join, our Promoter, L&T Infrastructure Development Projects Limited to accept us as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder including the obligation to enter into this Concession Agreement pursuant to the LOA.

Further we hereby represent that the L&T SAMBALPUR – ROURKELA TOLLWAY LIMITED has been promoted and incorporated by the selected bidder for the purpose of "Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern".

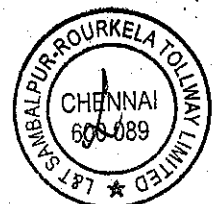
Thanking you and looking forward to a fruitful association

Yours faithfully

For L&T SAMBALPUR – ROURKELA TOLLWAY LIMITED

(R CHANDRASEKARAN)
 DIRECTOR

Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar



K. RAVINDRAN
Advocate

2/10, 24th Cross Street,
Indira Nagar, Adyar,
Chennai - 600 020.
Phone : (O) 044 43313003.
Fax: 044 4260 7956
Mobile: +91-9500022688
E-Mail: ravindranlaw@gmail.com

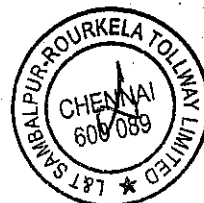
25.10.2013

To,
CHIEF ENGINEER
World Bank Projects, Odisha
O/o E.I.C. (Civil), Odisha, Nirman Soudha, Keshari Nagar,
Unit - V, Bhubaneswar - 751001 (India)

Dear Sirs,

Re: L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

1. The Government of Odisha ("GOO") has selected L&T Infrastructure Development Projects Limited ("L&T IDPL") as the Successful Bidder for the purpose of augmenting the existing road from km 4/900 to km 167/400 (approximately 162.500 km) on the Sambalpur - Rourkela section of State Highway No.10 in the State of Odisha by Four- Laning with paved shoulders on design, build, finance, operate and transfer ("DBFOT") basis ("Project") and issued a Letter of Award No. PMU-WB-64/2013-43899 dated 5.10.2013 ("LOA") to L&T IDPL. L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED ("Company") is incorporated as a Special Purpose Vehicle ("SPV") for implementing the Project. The SPV is incorporated by L&T IDPL for the purpose of performing the obligations and to exercise the rights under the LOA including the obligation to enter into the Concession Agreement pursuant to the LOA for implementation of the Project.
2. We have examined the constitutional documents of L&T Sambalpur - Rourkela Tollway Limited. We are of opinion that:



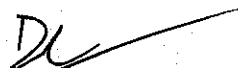
- i) the Company is a body corporate incorporated with limited liability of its shareholders and it is duly authorized and existing under the laws of India;
 - ii) the Company is authorized under the constitutional documents to execute and deliver the Concession Agreement and perform the obligations set forth therein;
 - iii) neither the execution and delivery of the Concession Agreement nor the performance of the terms thereof violates or will violate any of the provisions of the Memorandum of Association or the Articles of Association of the Company (MOA), if done in accordance with the provisions of MOA.
3. This opinion (which is strictly limited to the matters stated herein, is not to be read as extending by implication to any other matters not specifically referred to herein) is addressed to and is for the benefit solely of GOO and may not be relied upon by any other person or for any other purposes. This opinion should not be transmitted to anyone else nor is it to be relied upon by anyone else or for any other purposes or quoted or referred to in any public document or filed with anyone without our express prior written consent.

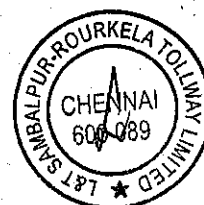
Yours faithfully,


K. Ravindran

Advocate

Place: Chennai


Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





L&T IDPL

L&T Sambalpur - Rourkela Tollway Limited
(A wholly owned subsidiary of L&T IDPL)

EXTRACT OF THE RESOLUTION OF THE SECOND MEETING OF THE BOARD OF DIRECTORS OF L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED HELD ON THE WEDNESDAY, 23rd OCTOBER 2013 AT 10:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT MOUNT POONAMALLEE ROAD, MANAPAKKAM, CHENNAI 600 089.

TO UNDERTAKE THE DESIGN, ENGINEERING, FINANCING, Limited
PROCUREMENT, CONSTRUCTION, OPERATION AND MAINTENANCE OF
THE SAMBALPUR - ROURKELA PROJECT

"RESOLVED THAT the draft Concession Agreement to be entered into between Government of Odisha and the Company for implementing the Sambalpur-Rourkela Project be and is hereby approved and taken on record."

"RESOLVED FURTHER THAT the Company shall undertake the Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the state of Odisha to be executed as BOT (Toll) Project on DBFOT pattern and to honour all the obligations, responsibilities and the commitments under the said Concession Agreement."

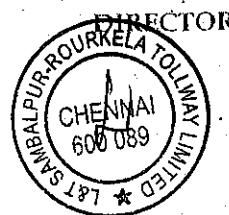
"RESOLVED FURTHER THAT Mr. R Chandrasekaran, Director or Mr. T S Venkatesan, the Authorised Signatory of the Company, be and are hereby severally authorized to execute the said Concession Agreement on behalf of the Company."

"RESOLVED FURTHER THAT the said Mr. R Chandrasekaran, Director or Mr. T S Venkatesan, the Authorised Signatory of the Company, be and are hereby severally authorized to discuss, negotiate and carry out necessary amendments / modifications / corrections in the said Concession Agreement as may be necessary."

"RESOLVED FURTHER THAT the Common Seal, if any, of the Company be affixed in the Concession agreement and such other documents proposed to be executed by the Company in the presence of Mr. R Chandrasekaran, Director of the Company and Mr. T S Venkatesan, Authorised Signatory of the Company who shall acknowledge the affixing of Common Seal by signing in the Document where such Seal is affixed."

FOR AND ON BEHALF OF THE BOARD OF DIRECTORS OF
L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

Chief Engineer,
DPI & Roads
Odisha, Bhubaneswar





EXTRACT OF THE RESOLUTION OF THE SECOND MEETING OF THE BOARD OF DIRECTORS OF L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED HELD ON THE WEDNESDAY, 23rd OCTOBER 2013 AT 10:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT MOUNT POONAMALLEE ROAD, MANAPAKKAM, CHENNAI 600 089.

TO ISSUE POWER OF ATTORNEY IN FAVOUR OF MR. T S VENKATESAN.

"RESOLVED THAT the draft Power of Attorney as circulated to the members of the Board proposed to be issued in favour of Mr. T.S. Venkatesan, Authorised Signatory, empowering the signing of Concession Agreement with Government of Odisha be and is hereby approved."

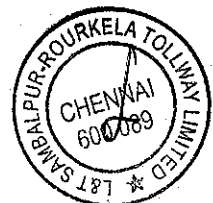
"RESOLVED FURTHER THAT Mr. R Chandrasekaran, Director of the Company be and is hereby authorized to sign and issue the said Power of Attorney in favour of Mr. T.S. Venkatesan."

"RESOLVED FURTHER THAT the said Power of Attorney be issued under the Common Seal of the Company affixed in presence of Mr. R Chandrasekaran and Mr. Sharad Goel, Directors of the Company."

FOR AND ON BEHALF OF THE BOARD OF DIRECTORS OF
L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

DIRECTOR

Chief Engineer
 DPI & Roads
 Odisha, Bhubaneswar





L&T IDPL

L&T Sambalpur - Rourkela Tollway Limited
(A wholly owned subsidiary of L&T IDPL)

EXTRACT OF THE RESOLUTION OF THE SECOND MEETING OF THE BOARD OF DIRECTORS OF L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED HELD ON THE WEDNESDAY, 23rd OCTOBER 2013 AT 10:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT MOUNT POONAMALLEE ROAD, MANAPAKKAM, CHENNAI 600 089.

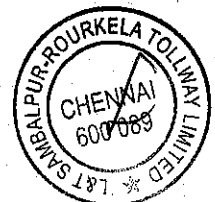
AUTHORITY TO SIGN DOCUMENT PERTAINING TO GOVERNMENT OF ODISHA

"RESOLVED THAT any one of the Directors of the Company or Mr. T S Venkatesan, the Authorised Signatory of the Company, be and are hereby severally authorized to sign all the correspondence / letters to Government of Odisha in relation to implementation of the project."

FOR AND ON BEHALF OF THE BOARD OF DIRECTORS OF
L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

DIRECTOR

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





L&T IDPL

L&T Sambalpur - Rourkela Tollway Limited
(A wholly owned subsidiary of L&T IDPL)

EXTRACT OF THE RESOLUTION OF THE SECOND MEETING OF THE BOARD OF DIRECTORS OF L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED HELD ON THE WEDNESDAY, 23rd OCTOBER 2013 AT 10:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT MOUNT POONAMALLEE ROAD, MANAPAKKAM, CHENNAI 600 089.

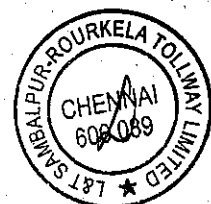
TO APPROVE CARRYING OF COMMON SEAL OUTSIDE OF THE REGISTERED OFFICE.

"RESOLVED THAT the Common Seal of the Company be and is hereby taken outside the city where the Registered Office of the Company is situated under the custody of any one of the Directors of the Company."

FOR AND ON BEHALF OF THE BOARD OF DIRECTORS OF
L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

DIRECTOR

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





L&T IDPL

EXTRACT OF THE MINUTES OF THE 74TH MEETING OF THE BOARD OF DIRECTORS OF L & T INFRASTRUCTURE DEVELOPMENT PROJECTS LIMITED HELD ON MONDAY, THE 28TH DAY OF OCTOBER, 2013 AT 11.00 A.M. AT L&T HOUSE, BOARD ROOM, FIRST FLOOR, BALLARD ESTATE, N.M.MARG, MUMBAI 400 001

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APPROVAL FOR INVESTMENT IN L&T SAMBALPUR - ROURKELA TOLLWAY LIMITED

"RESOLVED that the Company do hereby subscribe towards 100% Equity i.e. Rs.327 Crores in L&T Sambalpur - Rourkela Tollway Limited (SPV) as per the terms of the Concession Agreement."

"RESOLVED FURTHER to undertake to hold at least 51% of the SPV's issued and paid up Equity during the Construction Period, 33% during the three period following COD and 26% (or such lower percentage as allowed by the Authority), thereafter for the entire Concession Period."

"RESOLVED FURTHER to issue an undertaking to Odisha Works Department, Government of Odisha that the Company will maintain Equity in the SPV at all times as per the terms of the Concession Agreement."

"RESOLVED FURTHER to extend necessary financial assistance by way of Equity investments, loans, corporate guarantees or such other forms as may be required in connection with the implementation of the Project to the SPV."

"RESOLVED FURTHER to authorise any one of the Directors of the Company and Mr.R.Chandrasekaran, Chief Legal Officer & Company Secretary of the Company jointly and /or severally to initiate appropriate further action, sign papers, documents and agreement as may be necessary under the Common Seal of the Company, if required, for incorporation of the SPV in the presence of any one of the Directors of the Company and Mr.R.Chandrasekaran, Chief Legal Officer & Company Secretary of the Company."

== CERTIFIED TRUE COPY ==

L & T INFRASTRUCTURE DEVELOPMENT
PROJECTS LIMITED

R.CHANDRASEKARAN
CHIEF LEGAL OFFICER & COMPANY SECRETARY

Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

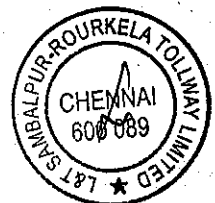


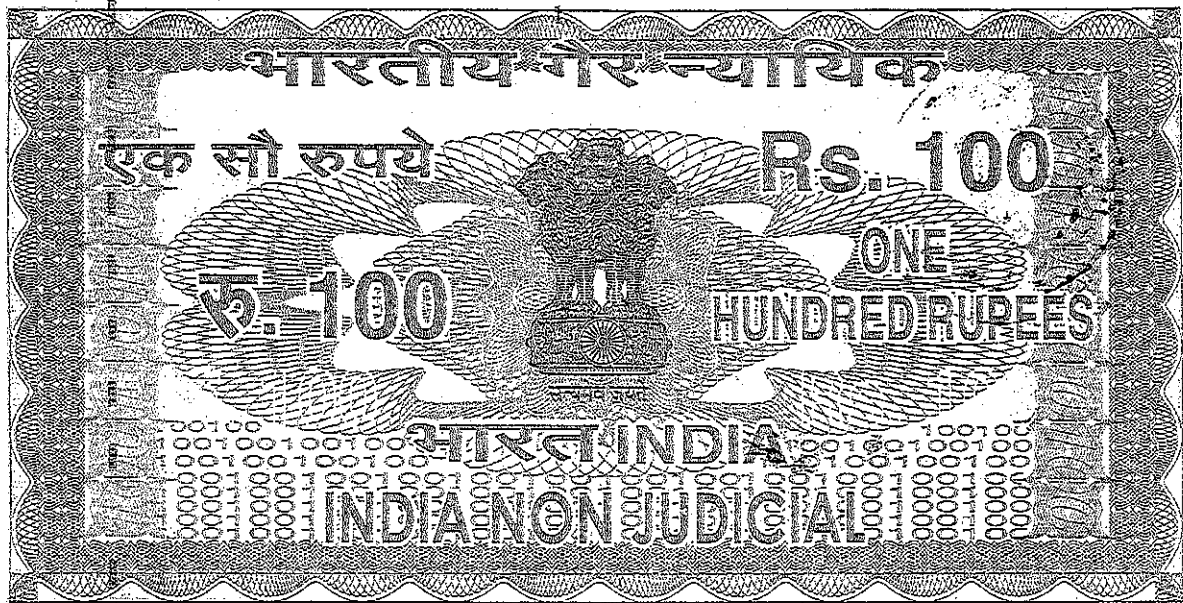
L&T Infrastructure Development Projects Limited

Registered Office: 1st Floor, TCTC Building, Mount Poonamallee Road, Manapakkam, P.B. No. 979, Chennai - 600 089, India.
Tel : +91 44 22526000 / 8000 Fax : +91 44 22528724. www.lntidpl.com

ANNEXURE X**Power of Attorney for Signing the Concession Agreement**

DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar





தமிழ்நாடு தமில்நாடு TAMILNADU

AU 611038

L&T Sambalpur - Rourkela
Tollway Limited

N.S. VISWANATHAN,
STAMP VENDOR
L.no. 12/44/05/196-30-9-97,
5/14 A, Arcot Road, Porur,
Chennai - 116. Call : 94443 00806

33568
24 OCT 2013

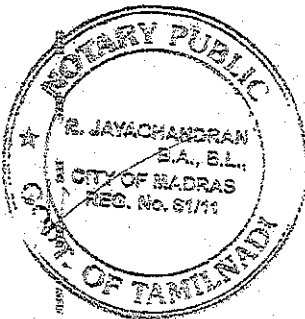
POWER OF ATTORNEY

Know all men by these presents, We M/s. L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at P.O. Box. 979, Mount Poonamallee Road, Manapakkam, Chennai-600089, Tamilnadu, India (hereinafter referred to as the "Company") through its Board of Directors; SEND GREETINGS

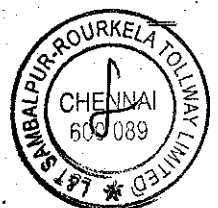
FOR L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

R. Jayachandran

DIRECTOR



DL
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar



WHEREAS the Company has obtained Letter of Award (LOA) dated 05/10/2013 from Chief Engineer, World Bank Projects, Odisha to implement the construction, operation and maintenance of Four-Laning with paved shoulders of Sambalpur-Rourkela section of SH-10 from Km 4.900 to 167.900 Km (Rourkela) in the State of Odisha to be executed as BOT (Toll) Project on DBFOT pattern (hereinafter referred to as "Project").

WHEREAS in order to implement the Project, the Board of Directors of the Company at its meeting held on 23/10/2013 has approved the appointment of Mr.T.S.Venkatesan, Authorised Signatory as Lawful attorney of the Company and vested him with appropriate powers as follows.

NOW THEREFORE by virtue of the powers vested with the Board of Directors of the Company vide board resolution dated 23/10/2013, the Company do hereby constitute, nominate, appoint and authorise Mr.T.S.Venkatesan, S/o. Mr. T.V.Subramanian, Authorised Signatory, aged about 53 years residing at Flat F3, Block-4, Nutech Indira, 150, Pillayar Koil Street, Jaffarkhanpet, Ashok Nagar, Chennai – 600 083 as our true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company to do, execute and perform all or any of the following acts, deeds, matters and things mentioned herein.

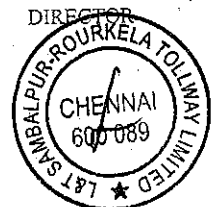
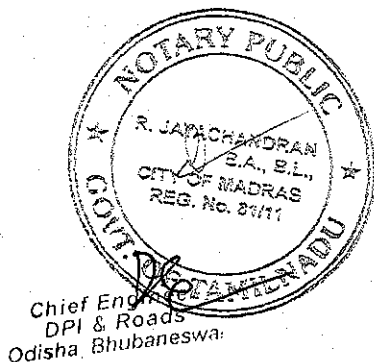
1. To execute the Concession Agreement, any other necessary documents and contracts with appropriate competent authorities and to rescind and vary all such documents and contracts and to execute and do all such acts, deeds, amendments, correction, deletion and things in the name and on behalf of the Company with respect to the implementation of the Project of the Company.

2. To carry out any amendments, alterations, corrections, addition and deletions as may be required to be made to the executed document.

3. **AND GENERALLY** to do and perform or cause to be done and performed all acts, matters and things in relation to the premises as fully and effectually in all respects as the Company itself could do by law;

FOR L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

R. Venkatesan



AND the Company hereby ratifies, agrees to ratify and confirms that all acts and deeds that Mr. T.S.Venkatesan lawfully do or cause to be done by virtue of these presents and declares that these presents shall at all times be conclusively binding on the Company.

IN WITNESS WHEREOF WE, L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 25th DAY OF OCTOBER 2013.

THE COMMON SEAL of L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED, pursuant to a resolution of its Board of Directors passed in that behalf on the 23rd October, 2013 hereunto, been affixed in the presence of Mr. R.Chandrasekaran, Director and Mr. Sharad Goel, Director who have signed these presents in token thereof.

FOR L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

R. Chandrasekaran

DIRECTOR

FOR L&T SAMBALPUR-ROURKELA TOLLWAY LIMITED

Sharad Goel

DIRECTOR

Accepted by:

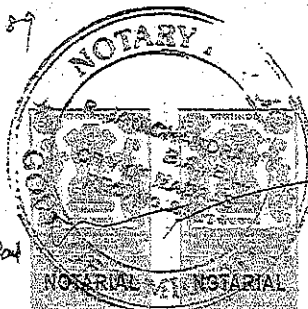
T.S. Venkatesan

(T.S.Venkatesan)
Authorised Signatory

Signed in the presence of:

1. *(Srinivasan)* S. vijayaraghavan,
S/o (late) Srinivasan, P.B.No-979,
Maradakkam, Chennai-600089

2. *Sigra Paul*
S. Jayachandran
Chief Engineer
B.P. & Road
Bhubaneswar
P.B. No. 979, Mount Panamallee Road
Maradakkam, Chennai - 600089



*Person identified
by me / personally
appeared before me /
Signed before me.*

Office :
R. JAYACHANDRAN
Advocate & Notary
10/10, 10/10, 10/10
10/10, Chennai - 600 015.



GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE ORDER

Bhubaneswar, Dtd. 7th November, 2013.

No.07646600012013 12312 W., After careful consideration, the Govt. have been pleased to entrust the C.E., DPI & Roads, Odisha to sign the Concession Agreement for execution of Sambalpur-Rourkela Road under PPP on behalf of Govt. of Odisha i.e. Works Department. He will also sign contract and look after the implementation, management and monitoring of all the PPP works hence forth.

By order of the Governor

Sd/-N.K. Pradhan
EIC-cum-Secretary to Govt.

Memo No. 12313 W., Dt. 7.11.13

Copy forwarded to P.S. to Hon'ble Chief Minister, Odisha for kind information of Hon'ble C.M., Odisha

M. G. 2/11/13
Joint Secretary to Government

Memo No. 12314 W., Dt. 7.11.13

Copy forwarded to P.S. to all Ministers / P.S. to Chief Secretary, Odisha/ P.S. to DC-cum-A.C.S., Odisha/ P.S. to all Secretaries to Govt./ P.A. to EIC-cum-Secretary, Works Department for kind information of Hon'ble Ministers/ Chief Secretary/ DC-cum-ACS and Secretaries/EIC-cum-Secretary/All Departments.

M. G. 2/11/13
Joint Secretary to Government

Maemo No. 12315 W., Dt. 7.11.13

Copy forwarded to R.D.C., (N.D.), Sambalpur/ Collector, Sambalpur, Jharsuguda & Sundargarh for information and necessary action.

M. G. 2/11/13
Joint Secretary to Government

Memo No. 12316 W., Dt. 7.11.13

Copy forwarded to E.I.C. (Civil), Odisha/ Chief Engineer, World Bank Projects, Odisha/ Chief Engineer, DPI & Roads, Odisha for information and necessary action.

M. G. 2/11/13
Joint Secretary to Government

Memo No. 12317 W., Dt. 7.11.13

Copy forwarded to Principal A.G. (A&E), Odisha, Bhubaneswar for information and necessary action.

M. G. 2/11/13
Joint Secretary to Government

DC
Chief Engineer
DPI & Roads
Odisha, Bhubaneswar

