

GOVERNMENT OF ODISHA WORKS DEPARTMENT

CIVIL WORKS CONTRACT

PACKAGE No. OSRP-CW-ICB-P04A2

For

Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)

under

Odisha State Roads Project

between

Chief Engineer, World Bank Projects, Odisha
on behalf of
Odisha Works Department, Government of Odisha

and

M/s Varaha Infra Ltd.,

Umesh Smriti, 6 Jalam Vilas Scheme, Paota B Road, Jodhpur- 342006, Rajasthan, India Tel: +91-291-2556877, Fax: +91-291-2553861 E-mail: vccjodhpur@gmail.com

[VOLUME-I: Agreement]

Agreement Value: Rs. 97,89,97,903

Project Management Unit, Odisha State Roads Project Office of the Engineer-in-Chief (Civil), Odisha, Nirman Soudha, Keshari Nagar, Unit – V, Bhubaneswar – 751 001

December 23, 2015

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Letter of Bid and Addenda

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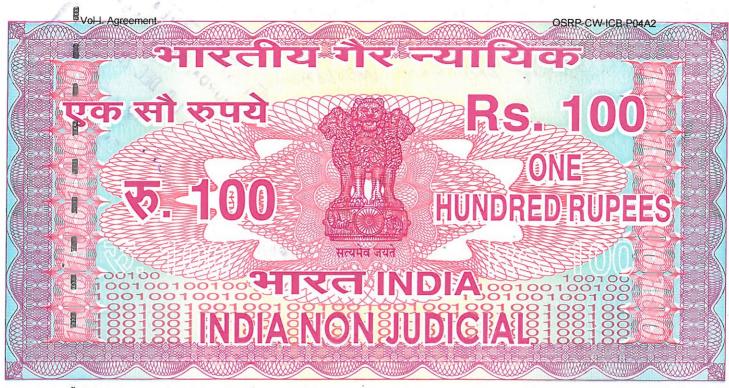
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Chief Engineer World Bank Project Orothe E.I.C.(C), Odisha, BBSR



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CIVIL WORKS CONTRACT

For

Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)

THIS AGREEMENT made the 23rd day of December, 2015, between the Chief Engineer, World Bank Projects, Odisha, office of the Engineer-in-Chief(Civil), Odisha, Nirman Soudh, Unit-V, Kesari Nagar, Bhubaneswar-751001, Odisha (India) on behalf of the Government of Odisha in Works Department, Odisha Secretariat, Bhubaneswar-751001 (hereinafter "the Employer"), of the one part, and M/s Varaha Infra Ltd., Umesh Smriti, 6 Jalam Vilas Scheme, Paota B Road, Jodhpur- 342006, Rajasthan, India, Tel: +91-291-2556877, Fax: +91-291-2553861, E-mail: vccjodhpur@gmail.com, (hereinafter "the Contractor"), of the other part for an amount of Rs. 97,89,97,903 (Indian Rupees Ninety Seven Crore Eighty Nine Lakh Ninety Seven Thousand Nine Hundred and Three) only.

Varaha Infra Limited

Page 1 of 58

Chief Engineer,
World Bank Projects, Odisha
Chief Eng(Employer)
World Bank Project
O/o the E.I.C.(Cl. Odisha, 88SR

WHEREAS the Employer desires that the Works known as "Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)" should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- The following documents shall be deemed to form and be read and construed as part 2. of this Agreement. This Agreement shall prevail over all other Contract documents.

Volume - I

Volume - III

(i) the Letter of Acceptance

(vi) the Specifications

(ii) of the Letter Bid

Volume - IV

(iii) the addenda 1-58 Pages

(vii) the Drawings; and

Volume - II

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ntractor)

Volume - V

(iv) the General Conditions

(viii) the Priced Schedules,

- (v) the Particular Conditions;
 - In consideration of the payments to be made by the Employer to the Contractor as 3. indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 - The Employer hereby covenants to pay the Contractor in consideration of the 4. execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the

times and in the manner prescribed by the Contract.

World Bank Projects. Ödisha O/o the E.I.C.(C), Odisha, BBSR

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

For and on behalf of Employer, i.e. Works Department, Government of Odisha

Er. Om Prakash Patel Chief Engineer, World Bank Projects, Odisha

For and on behalf of the authorized representative of the Bidder M/s Varaha Infra Ltd.

> Siese Simin Sol Mr. Gaje Singh Solanki

Company Secretary, Varaha Infra Limited

Witness:

1. Mr. Sudhansu Bhusan Jena, S/o- Bhagaban Jena, At/Po- Palasinsha, Dist.-Kendrapara

Sudhansu Blusan Penc

2. Mr. Prabodha Kumar Das, S/o-Prafulla Kumar Das, At- Gangeswar, Po-Bhutpatna, Cuttack

3. Er. Bimal Chandra Dash, Superintending Engineer-cum-Employer's Representative-P04, Cuttack (R&B) Circle, Cuttack, Odisha

BIMBZ CHANDRADASIF

4. Mr. Sibashis Dhal, Financial Advisor, Project Management Unit, Odisha State Roads Project

araha Infra Limited

Chief Engineer, World Bank Projects

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

NO OBJECTION OF THE WORLD BANK

Gesil

Chief Engineer World Bank Projects Odisha cpmuosrp@gmail.com>

Bid for the work "Widening & Strengthening of existing carriageway to 2-lane Road from Nischintakoili to Duhuria (Km. 25/00 to Km. 49/00 of MDR) (Balance Work)" - Package No- OSRP-CW-ICB-P04A2 - Submission of BID Evaluation Report

Dear Mr Patel

The Bid Evaluation Report for Package P04A2 "Widening & Strengthening of existing carriageway to 2-lane Road from Nischintakolli to Duhuria (Km. 25/00 to K. 49/00 of MDR) (Balance Work)", sent by your e-mail dated October 13, 2015; has been reviewed.

Based on the information provided in the BER, we have no objection to your recommendation for award of contract to the lowest responsive bidder, Mys. Varaha infra Limited, Jodhpur, at a total contract amount of INR 97,90,88,119.00, subjected to OWD handing over encumbrance free mile stone 1 to the contractor.

Please send the copy of duly signed contract agreement along with copy of performance security and additional Bank Guarantee towards unbalanced items and prior-review checklist to enable us to issue WBR No. for this contract. Please also publish contract award details on UNDB and Project website within 15 days from Bank's no objection.

regards

Rajesh Rohatgi

Senior Transport Specialist

Transport & ICT Global Practice

The World Bank

Hindustan Times House Building, 18-20, Kasturbe Gandri Marg,

New Delbi - 110 001

Endia

Tel 9:-11-402 47773 (D), Cel 81-98:8457485

Varaha Infra-Limited (Contractor)

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Chief Engineer, World Bank Projects Odisha (Employer) Chief Engineer

Chief Engineel World Bank Project O/o the E.I.C.(C), Odisha, BBSR

APPROVAL OF THE GOVERNMENT OF ODISHA

GOVERNMENT OF ODISHA WORKS DEPARTMENT W., Bhubaneswar, Dated, the 🤾 Sri A. Mahalik, FA-cum-Additional Secretary to Govt, Τo The Chief Engineer, World Bank Projects, Odisha Nirman Soudha, Bhubancswar.

Sub:- Widening & Strengthening of existing carriageway to 2-lane Road from Nischintakoili to Duhuria(Km. 25/00 to Km. 49/00 of MDR) (Balance Works)-Package No.-OSRP-CW-ICB-P04A2.

Sir,

I am directed to invite a reference to your Letter No.43581 dated 28.10.2017 and convey the approval of State Cabinet for acceptance of the lowest responsive evaluated bid of M/s Varaha Infra Ltd., Jodhpur, Rajasthan, India amounting to ₹97,89,97,903.00 (Ninsty Seven Crore eighty nine laklı ninety seven thousand nine hundred three) only which is 7.83% less-than-the corresponding estimated of cost of ₹106.21,94.018.00.

A copy of the proceedings of the Tender Committee meeting held on 30.10.2015 for the above work is enclosed for reference.

Tender documents received with your letter under reference are returned herewith, the receipt of which may please be acknowledged.

Yours faithfully,

FA-cum-Additional Secretary 46 Covi.

No. 12467 /W., Dated. 27.11.14 Copy forwarded to Superintending Engineer, PMU, Works Department for information and appropriate action.

FA-cum-Additional Secretary to Govi.

(Confractór)

NFR

Chief Engineer, World Bank Projects, **O**disha (Employer) Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

NOTIFICATION OF AWARD

OFFICE OF TH ENGINEER-IN-CHIEF (CIVIL), ODISHA NIRMAN SOUDHA, KESHARI NAGAR, UNIT – V, BHUBANESWAR – 751 001

Letter No. PMU-WB-115/2015- 48126

November 27, 2015

From

Er. Om Prakash Patel

Chief Engineer, World Bank Projects, Odisha Tel.: + 91 – 674 – 239 6783 / Fax: + 91 674 – 239 0080 Email: pmuosrp@gmail.com

To

M/s Varaha Infra Ltd., Umesh Smriti, 6 Jalam Vilas Scheme, Paota B Road, Jodhpur-, Rajasthan, India E-mail: wccjodhour@email.com

Sub: Civil Works ICB Package No- OSRP-CW-ICB-P04A2 under Odisha State Roads Project with World Bank Assistance

Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)

LETTER OF ACCEPTANCE

Ref: I. IFB No: PMU/WB/114/2015 - 32819 of August 07, 2015 ii. Your BID submitted on September 26, 2015

Sir,

This is to notify you that, your Bid dated September 26, 2015 for execution of the Civil Works ICB Package No- OSRP-CW-ICB-P04A2 under Odisha State Roads Project with Workf Bank Assistance for "Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakolli to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)" amounting to Indian Rs. 97,89,97,903 (Indian Rupees Ninety Seven Crore Eighty Nine Lakh Ninety Seven Thousand Nine Hundred and Three) only, as corrected and modified in accordance with the Instructions to Bidders, has been accepted by the Government of Odisha.

You are requested to furnish the Performance Security in shape of a unconditional Bank Guarantee in favour of the Chief Engineer, World Bank Projects, Odisha, Bhubaneswar on any Nationalized Bank located in India, valid till July 31, 2017 amounting not less than Indian Rs. 4,89,50,000/- (Indian Rupees Four Crore Eighty Nine Lakh Fifty Thousand) only within 28 days of issuance of this letter, in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Annexed to the Particular Conditions - Contract Forms, of the Bidding Document.

Upon submission of a satisfactory Performance Security as stated above, the formal Contract agreement shall be signed.

Chief-Engineer World Bank Projects, Odisha

Page 6 of 58

Chief Engineer,
World Bank Projects Odisha
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Varaha Intra Limited
(Contractor)

LETTER of BID & ADDENDA

Bid Submission Sheet

(Agreed & Modified as per the evaluated bid)

Date: .23.09.2015

ICB No.: P04A2

Invitation for Bid No.: PMU/WB/114/2015-32819

To:

Chief Engineer,
World Bank Projects, Odisha
O/o the E.I.C.(Civil), Odisha,
Nirman Soudh, Unit-V,
Keshari Nagar, Bhubaneswar, Odisha
India

Tel No: 91-674-2396783 Fax No: 91-674-2390080 E-mail: pmuosrp@gmail.com

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB)⁸;
- (b) We offer to execute in conformity with the Bidding Document the following Works: "Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)"
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

Rupees 108,82,28,457=10 (Rupees One Hundred Eight Crore Eighty Two Lakh Twenty Eight Thousand Four Hundred Fifty Seven and Paise Ten Only)

- (d) The discounts offered and the methodology for their application are:- 10.00% Submitted in separate envelope.
- (e) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;

Varaha Infra-Limited (Contractor)

Chief-Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.IC), Odisha, BBSR

- (g) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity, but meet the requirements of ITB-4.5;6
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
(If none has been paid or is			· · · · · · · · · · · · · · · · · · ·

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Name Navratan Kansara

In the capacity of: Authorized Signatory

Signed Sd/- (Navratan Kansara) & seal affixed

Duly authorized to sign the bid for and on behalf of Varaha Infra Limited.

Dated on 23rd day of September, 2015

Varaha Infra Limited
(Contractor)

HER.

Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odishe, 8BSR

(Copy of Discount Letter)





Date 76.09 (01)

To:

Attention: Chief Engineer, World Bank Projects. Odicha

Street Address: NirmanSouthu Floor/Room number: Ground Floor City: Bhubaneswar ZIP Code: 751001 Country: Ingla

Sub: CONSTRUCTION FOR WIDENING & STRENGTHENING OF FXISTING CARRIAGEWAY TO 2-LANE ROAD FROM NISCHINTAKOILI TO DUHURIA (KM. 25/0 TO KM. 49/0 OF MORI (BALANCE WORKS)

Ref: Invitation for Bids is : OSRP - CW - ICB - PO4A2

Dear Sir.

in continuation to our Tender for the subject work, we offer a discount of 10 % Ten percent) over our item rate Tender price as a gesture of good will with your esteemed department.

We hope you will find our discount offer most reasonable and favour us with your valued orders to execute the work.

Thanking You

Yours sincerely

For Vareha introlad

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Varaha infra Limited:
(Contractor)

Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Appendix to Bid

Schedule of Adjustment Data

Table A. Local Currency

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Appendix to Bid

Schedule of Adjustment Data

Table A. Local Currency

inder code	Lodes description	Source of ladex	Bese value and date	Bidder's related tweeney	Hédder's proposed proposed
3	Nonadjustable	-	***		a: 0.15
h	Steel Rebars	Whair safe price under for Sect (return) in published by the affice of the Economic Advisor to the Court of India Ministry of Commerce and Industry.		Book of the state	b:
c	Сепини	Whole sale price index for Coment as multished by the uffice the Economic Advisor to the Gost, of India, Ministry of Communic and Industry.			e:
d	Bitumen (VG-30)	Cotticual remail price of back bilumen at FOC depost of Huidio	many morning by the first stampartices		ď:
¢	Labour	Minimum Wage extilled by the Labour and Employee's Since knowned Department of Coverances of Otista, India	ti ini katalah di permanan katalah permanan permanan permanan permanan permanan permanan permanan permanan per	CONTRACTOR CONTRACTOR ACCURATION	empore A. ASS.
ſ		Official reliab price of PSD at ECCL/ HPCL/DPCL Consumer pemp depor at Jagareas Canack, Odisha.	······································		f:
g.	Materials	All lindia Whole sale price index full commediates) as published by the Economic Advisor to the Gent, at India blinishs of Commerce and Industry.	***************************************		8:
	NA I		······································	 	WHERE WAS A
	療		*		***************************************
			Total	-	NAME OF TAXABLE PARTY.

Sprigger Brang (3, or Film.

30/2/11

Chief Engineer, World Bank Projects, Odisha

(Employer)
Chief Engineer
World Bank Project
Olo the E.I.C.(C), Odisha, BBSR

Varaha Infra Limited (Contractor)

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EXTRAORDINARY PUBLISHED BY A UTHORITY

No. 1112. CUTTACK. FRIDAY. HULY 2015/SRAVAN 24. 02, 1937

LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 24th July, 2015

S.R.O. No. 323/2015— Whereas certain proposals to revise the minimum rates of wages payable to certain categories of employees employed in 88 employments were published as required under clause (b) of sub-section (1) of Section 5 of the Minimum Wages Act, 1948 (11 of 1948) in the Extraordinary issue No. 636 of the Odisha Gazette dated the 30th April, 2015 under the notification of the Government of Odisha in the Labour & Employees State Insurance Department No.3716-LL-I-(AR)1/15/LESI dated the 30th April, 2015 inviting objections and suggestions from all persons likely to be affected thereby within a period of two months from the date of publication of the said notification in the Odisha Gazette;

And, whereas, the representations containing objections and suggestions received within the specified period of two months in respect of the said draft have been duly considered by the State Government and the Advisory Board appointed under section 7 of the said Act, has also been consulted;

Now, therefore, in exercise of the powers conferred by clause(b) of sub-section (1) of Section 3 readwith Section 4 and sub-section (2) of Section 5 of the said Act and in supersession of all previous notifications issued in this regard, the State Government do hereby revise the minimum rates of wages payable to the Unskilled, Semi Skilled, Skilled, Highly Skilled categories of employees employed in 88 employments as mentioned in the Schedule to this notification in the whole State to Rs. 200.00, Rs.220.00, Rs.240.00 and Rs. 260.00 per day respectively with effect from the date of publication of this notification in the Odisha Gazette.

Varaha Infra Limited (Contractor)

Chief-Engineer, World Bank Projects, Odisha

SCHEDULE

SI.	Name of the Employment	Categories of	Revised minimum
No.		Employees	rates of wages
		manpioy 000	per day
(1)	(2)	(3)	(4)
1.	Agriculture		
2.	Agarbati and Candle making Worker's Establishments.		
3.	Automobile servicing, repairing garages and workshops.		
4.	Ayurvedic and Unani Pharmacy		
5.	Bakeries and Confectionaries including Biscuit making.	i	
6.	Bamboo Forest Establishment		
7.	Brass and Bell Metal Industry		
8.	Carpet Weaving Industry		
9.	Cashew processing establishments	Unskilled	Rs. 200.00
10.	Cement pipe making and allied products industry.	Semi-skilled	Rs. 220.00
11.	Ceramic and Pottery Industry	Skilled	Rs. 240.00
12.	Chemical Industry	Highly skilled	Rs. 260.00
13.	Cinema Industry and Film Production		
14.	Clay Pottery		
15.	Colr Industry		
16.	Collection of Sal Seeds		
17.	Construction or maintenance of Dams, Embankments, Irrigation Projects and sinking of wells and tanks.		
18.	Construction or maintenance of roads or in building operations.		
19.	Contingent and Casual Employees in Govt. and other establishments, Courier and Cargo Services		
20.	Cotton Ginning and Pressing Industry		
21.	Dispensary of Medical Practitioner in any Establishment of Medical Consultant or in any Chemical or Pathological Laboratory, Private Nursing Homes, Private Medical College Hospitals, Super Specialty Hospitals, Clinic, Laboratory etc		

Varaha Infra Limited (Contractor)

INFRA

Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

(4)
As. 200.00
Rs. 220.00
Rs. 240.00
Rs. 260.00

Varaha Infra Limited (Contractor)

INFRA

Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.i.C.(C), Odisha, BBSR

(1)	(2)	(3)	(4)
43.	Local Authority		
44.	Manufacture of brush and brooms		
45.	Manufacture of Coke and Burning Coals		
46.	Manufacture of Cold drinks, Soda and other allied products.		
47.	Manufacture of Electrical Bulbs and all allied electrical equipments.		
48.	Manufacture of matches, fireworks and explosives.		
49.	Manufacture of nails and pines		
50.	Manufacture of paints and varnishes		
51.	Manufacture of plastic products including toys		
52.	Manufacture of Radio by assembling with parts		
53.	Manufacture of ropes		
54.	Manufacture of Utensils including Aluminum and Hindaliem products.	Unskilled	Rs. 200.00
5 5.	Metal Industry (except the cottage and village scale units).	Semi-skilled Skilled	Rs. 220.00 Rs. 240.00
56.	Major or Minor Engineering Industry including Sponge, Secondary Steel, Rolling Mills, Ferro Alloys, Metal Industries (employment less than 50 persons).	Highly skilled	Rs. 260.00
57.	Motor body building		
58.	Non-teaching staff of all private Educational Institutions including Industrial Training Institute and Training Institute Coaching Centre.		
59.	Oil Mill		
60.	Paper and Cardboard Industry		
61.	Petrol and Diesel Oil pumps		
62.	Pharmaceutical Industry		
63.	Power loom Industry		
64.	Printing Press, Desktop Publication Centre and Offset Printing Press		
65.	Private Road Transport		
66.	Private Security Agencies and Private Security Services.		



Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

(1)	(2)	(3)	(4)
67.	Public Health Engineering		
69.	Public Motor Transport		
65.			
69.	Readymade Garments Industries including		
	Mechanized Trade of Readymade Garment Industry.		
70.	Refractory Industry		
71.	Regulated markets, Marketing Societies, Co-operative Societies and Banks.		
	I		
72.	Rice Mill, Flour Mill or Dat Mill, Chuda Mill and Masala Mill.		
70	Rubber and Rubber Products Industry		
73.	Limbel and Laphet Linguis image)		
74.	Salt Pans		
75.	Saw Mills		
76.	Shops, Commercial Establishments, Saloon, Beauty Parlour, Spa, Massaging Centre, Xerox	Unskilled	Rs. 200.00
	Shop Subscriber Trunk Dialing Booth, Tent	Semi-skilled	Rs. 220.00
	House, Newspaper Hawkers and Newspaper	Skilled	Rs. 240.00
	Establishments.		Rs. 260.00
77.	Siali leaf pluckers and Sal leaf pluckers	Highly skilled	ns. 200.00
78.	Soap and Detergent Manufactory		
79.	Social Forestry		
80.	Spinning Mills		
81.	Stone breaking or Stone crushing		
82.	Tamarind collection		
83.	Tile and Brick Making		
B4.	Timber Trading (excluding felling and sawing)		
85.	Timber Trading (including felling and sawing)		
86.	Tobacco (including Bidi making) Manufactory		
87.	Trunks, Suitcase and Bucket Manufactory		
88.	Wood works and Furniture Making Industries		



Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.t.C.(C), Odisha, BBSR

Explanation:- for the purpose of this notification-

- The minimum rates of wages are all inclusive rates including the basic rates, the cost
 of fiving allowances and the cash value of the concessional supply if any of
 essential commodities.
- The daily minimum rates of wages shall be inclusive of wages payable for the weekly day of rest.
- The minimum rates of wages are applicable to employees employed by contractors also.
- The minimum rates of wages for disabled persons shall be same as payable to the workers of the appropriate category.
- 5. There shall not be any discrimination between male and female workers in the matters of payment of minimum wages in any category of employment.
- (a) "Unskilled" work means work which involves simple operation requiring little or no skill or experience on the job.
 - (b) "Semi-skilled" work means work which involves some degree of skill or competence acquired through experience on the job and which is capable of being performed under the supervision or guidance of a skilled employee and includes un-skilled supervisory work.
 - (c) "Skilled" work means work which involves skill or competence acquired through experience on the job or through training as an apprentice or in a technical or vocational institute and the performance of which calls for initiative and judgment; and
 - (d) "Highly Skilled" work means work which calls for a high degree of performance and full competence in the performance of certain tasks, acquired through intensive technical or professional training or practices, work experience for long years and also required for workers to assure full responsibility for the judgment or decisions involved in the execution of these tasks.
- An adult employee shall work for 08 (eight) hours per day excluding half an hour of rest.

[No.6502-LL-I(AR)-1/15/LESI.] By Order of the Governor

G. SRINIVAS

Principal Secretary to Government

Printed and published by the Director, Printing, Stationery and Publication, Odisha, Cuttack-10 Ex. Gaz. 606-173+200

Varaha Infra Limited. (Contractor)

Chief Engineer, World Bank Projects, Odisha Chief (年**内内tyer)** World Bank Project O/o the E.I.C.(C), Odisha, 88SI?

Table C. Summary of Payment Currencies

Table: Alternative A

For "(Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)"

	А	В	С	D
Name of payment currency	Amount of currency	Rate of exchange (local currency per unit of foreign)	Local currency equivalent C = A x B	Percentage of Net Bid Price (NBP) <u>100xC</u> NBP
Local currency INR	100.00	1.00	100	100x100/100=100 INR
Foreign currency #1				Not Applicable
Foreign currency #2				NA
Foreign currency #				NA
Net Bid Price				97,89,97,903.00
Provisional sums expressed in local currency	NIL .			NIL
BID PRICE				108,82,28,457.00

Varaha Infra Limited (Contractor)

Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Excise Exemption Certificate

VARAHA INFRA LTD. (45)

CIN: U45201RJ2008PLC026344

ODISHA STATE ROADS PROJECT

ration regarding customstrictse duty exemption for materials to be purchased consumption on works

Infra Limited "Smaritt", 6 Jalam Vilas Scheme, agoad, Jodhpur-342006

inief Engineer, 18ak Projects, Odisha 2 E.I.C (Civil), Odisha, 1800dha, Unit-V, 18asar, Bhabaneswar, Odisha

91-.674-239 6783 -No: 91-674-239 0086. edymuosrp@gmail.com

erSic.

Widening & strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 2510 to Km. 4910 of MDR)(Balance Works) — Certificate for import/Procurement of Goods/Construction Equipment.

I. We confirm that we are solely responsible for obtaining customs/excise duty waivers which whose considered in our bid and in case of failure to receive such waivers for reasons wassover, the Employer will not compensate us.

LWe are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India Central Excise Notification No. 1895 along with all subsequent amendments including the amendment dt.01-03-2003 and Ostone Notification No. 85/99.

I. The goods for which certificates are required is as under:

Make/ Brand Name /Class	Capacity [where applicable]	Quantity	Value	State whether it will be procured locally	Remarks regarding justification for the
			6		

Varaha Infra Limited ARA

Chief Engineer,
World Bank Projects, Odisha
Chief (Employer)
World Bank Phoject
Olothe E.I.C.(C), Odisha, BBSR

	HARRICAN CONTRACTOR CO	- Construction of the Cons	PROCESSION OF THE PROPERTY OF	or imported jif so from which country	quantity and their usage in works
20	Topic Commercial Comme				
1					****
eni i	***************************************				
rs					
ree that no n gree than the n for the wo	succession certificate view, based o	l Budder. to the above h: will be issued	st is permitted a only to the exponentials	be provided one after bids are opened tent considered rea the construction p	d.
the that no not the the the we logy as furnition that it is an aware to work on passetors for exectors for ex	successing the continuation of the continuation of the control of	I Budder, to the above his will be issued the Bill of a long with the b ods will be ex- will be issued is but not for motivat and aff	st is permitted a only to the ex- Quantities and old. clusively used clusively used the goods/mate er completion	ifter bids are opened lent considered rea the construction p for the construction s/material/equipment int/lengingerent who	d. sonable by the sogranme and n of the above an which form the need by
gree that no n gree that the or for the we logy as furni- onfirm that it of are aware it work on pr actors for ex- contractors to	successing the continuation of the continuation of the control of	I Budder, to the above his will be issued the Bill of a long with the b ods will be ex- will be issued is but not for motivat and aff	st is permitted a only to the ex- Quantities and old. clusively used clusively used the goods/mate er completion	ifter bids are opened tent construction p for the construction is/material/equipment	d. sonable by the sogranme and n of the above an which form the need by
tree that no n tree that the of for the we logy as furni- online that it is are aware if e work on prectors for ex- centractors be 19,2015	successing the continuation of the continuation of the control of	I Budder, to the above his will be issued the Bill of a long with the b ods will be ex- will be issued is but not for motivat and aff	only to the ex- only to the ex- Quantities and sid. clusively used ed to only good the goods/mate er completion for further depl (Signature)	ifter bids are opened tent construction p for the construction symmetrial/equipme tol/approper whit of the project, the logitum in other pro-	d. sonable by the sogramme and of the above sit which form the are used by goods remain ojects.
tree that no n tree that the of for the we logy as furni- online that it is are aware if e work on prectors for ex- centractors be 19,2015	successing the continuation of the continuation of the control of	I Budder, to the above his will be issued the Bill of a long with the b ods will be ex- will be issued is but not for motivat and aff	st is permitted a only to the ex- Quantities and oid. clusively used and to only good the goods/mate ar completion for further depl (Signature) (Printed Na	inter bids are opened tent construction p for the construction is/material/equipment tial/equipment white of the project, the logitum in other pro-	d. sonable by the sogramme and not the above the which form the sre used by goods remain ojects.
gree that no n gree that the er for the we logy as furni- confirm that it e are aware it work on pe actors for ex-	successing the continuation of the continuation of the control of	I Budder, to the above his will be issued the Bill of a long with the b ods will be ex- will be issued is but not for motivat and aff	only to the ex- quantities and old. clusively used and to only good the goods/mate ar completion for further depl (Signature) (Printed Na (Designatio	inter bids are opened tent construction p for the construction p s/material/equipme tial/equipment whit of the project, the loggion in other pro- me) Navratan Kans	d. sonable by the regressime and of the above set which forget he re used by goods remain ojects.

Varaha/Infra Limited (Contractor)

Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
Olo the E.I.C.(C), Odisha, BBSR

ELI - 1: Bidder's Information Sheet

	Bidder's Information
Bidder's Legal Name	VARAHA INFRA LIMITED
Bidder's Country of constitution	INDIA
Bidder's Year of Constitution	2008
Bidder's Legal address in country of constitution	"Umesh Smiriti", 6 Jalam Vilas Scheme, Paota-B Road, Jodhpur-342006 Rajasthan-India
Bider's authorized representative (Name, Address, Telephone Numbers, Fax Numbers E-Mail Address)	Navratan Kansara, Assistant Manager VARAHA INFRA LIMITED "Umesh Smariti", 6 Jalam Vilas Scheme, Paota-B Road, Jodhpur-342006 Tel No. +91 291 2556877 Mobile No. 9828723230 Email ID: cs@varahainfra.com



Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, 885R

SPECIFIC POWER OF ATTORNEY



राजार्थेन RAJASTHAN

AA 565317



SPECIFIC POWER OF ATTORNEY

PROJECT

Construction for Widening and Strengthening of existing carriageway to 2lane road from Mischintakoili to Dhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance work)"

Reference: 1) IFB No. PMU/WB/114/2015-32819; Dated 07.08.2015

2) LOA Ref. No. PMU-WB-115/2015-48126; Dated 27:31:2015

3) Bid submitted by Varaha Infra Limited on 26.09.2015

May it be known to all concerned that, I Jagdev Singh Rao, Derector of Varaha infra-Assisted presently residing at "Limosh Smarks", 6 Jalam Vilas Scheme, Panta "B" Read. Jodhpur-342006, Rajasthan, India, under the power vested in me by the Board of Directors of VARAHA INFRA LIMITED having its registered office at "timesh Smarte". 6 Jalam Vilas Scheme, Panta "6" Road, Jodhpur-34:2006 Rajasthan India; du hereby Ameritate, normality and appoint Mr. Gale Stock Solanki, Company Secretary of Varaba Infra Limited presently position at the Sharma ice Cream Factory.





MITE Gose Singh Soderling Varaha Infra Limited AAV.

(Contractor)

Page 21 of 58

Chief Engineer, World Bank Projects, Odisha Chief Engin (Employer)
World Bank Project O/o the E.I.C.(C), Odisha, BBSR

Thena Read Soorcagar, judhper-342074, to the salver any of the following acts on behalf of the Company:

- 1. To represent the Company before World Bank Projects, United the the ELECTORE), thouses, Worman Southa, thut V. Bhultaneswar ~ 751 001
- 2. To sum the contract agreement with World Bath Projects, Udisha, and any other amostitiany afficus of World Bank Proceeds, Ossisha
- 3. To receive western, verbal materialisms, communications through Fay/Speed Post/ Regil Fust/ E-mail of any other recognized wroten communication ingthed.

Signed and delivered on this 22.00 Day of December, 2015.

Place Jodhpur

FORWARAHA INFRA LIMITED

IAGDĖV SINGII RAO

Director

Varaha Infra Limited

"Umesh Smariti", 6 Jalam Vilas scheme, Paota-B Road, Jodhpur-342006

Accepted

Gaje Singh Solanki

Authorised Signatory

Varaha Infra Limited

"Umesh Smariti", 6 Jalam Vilas scheme, Pauta-B Road, Jodhpur-342006

Witnesses:

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Varaha Infra Limited

(Contractor)

VARAN

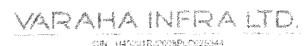
Page 22 of 58

Chief Engineer, World Bank Projects, Odisha Chief Engine Employer) World Bank Project O/o the E.I.C.(C), Odishe, BBSR









on #000 horse

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF VARAHA INFRA LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY ON 4th DECEMBER, 2015 AT 11.00 A.M.

Authority for signing of Agreement on Behalf of Company:

"RESOLVED THAT Mr. tagdev Singh Ran. Director of the Company be and as hereby authorised to issue Power of Attorney in favour of Mr. Gaje Singh Solanti. Company Secretary of the Company to do all/or any of the following acts on bonalf of the Company in respect of Project "Construction for Widening and Strengthening of existing carriageway to 2-lane road from Nischintakaili to Dhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance work)"

- To represent the Company before World Bank Projects, Odisha O/o the E.L.C.(Civil), Odisha, Nirman Soudha, Unit-V, Bhubaneswar - 751 001 and any of its subsidiary office.
- To sign the contract agreement with World Bank Projects, Odisha, and any other subsidiary offices of World Bank Projects, Odisha.
- To receive written/verbal instructions/communications through Fax/Spred Post/ Regd. Post/ E-mall or any other recognized written communication method.

"RESOLVED FURTHER THAT's certified true copy of the said resolution be submitted with concerned party."

CERTIFIED TO BE TRUE.

FOR-VARAHA INFRA LIMITED

Mulai Singh Rais Chairman

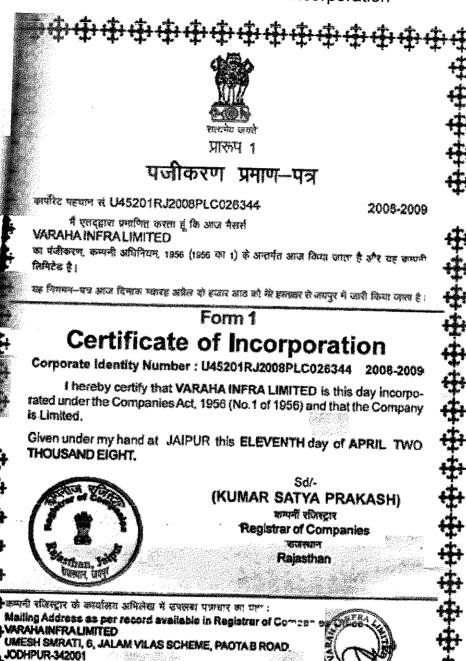


Contractor)

Chief Engineer, World Barik Projects: Odisha World Bank P(Emphyer) O/o the E.I.C.(C), Odisha, BASR

Page 23 of 58

Certificate of Incorporation



Varana Infra Limited (Contractor)

Rajasthan, INDIA

Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

Technical Proposal

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Equipment
- Others

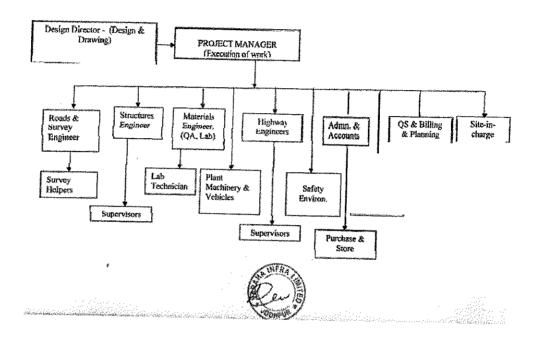


Chief Engineer,
World Bank Projects, Ödisha
(Employer)

Chief Engineer
World Bank Project
Of the E.I.C.(C), Odisha, BBSR

Site Organization

SITE ORGANISATION CHART:





Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Enginee
World Bank Project
Ofo the E.I.C.(C), Odisha, 88SR

Method Statement

All the items of work shall be executed as per the Conditions, Technical Specifications & drawings provided in Volume II, III & IV of the Contract.

Environment Management Plan

The EMP guidelines provided in the Technical Specification shall be followed. The detail EMP shall be rolled out as the work progresses, keeping all the activities as per schedule.

Varaha Infraultmitted
(Contractor)

Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.i.C.(C), Odisha, BBSR

Mobilization Schedule

MOBILISATION PLAN

Name of work:

Construction for Widening & Strengthening of Existing Carriageway to 2-lane road from Nischintakolli to Duhuria (Km. 25/0 to Km. 49/0 of MDR)(Balance Works).

SI. no	Particulars	Time in Days from appointed Date
1	Appointment of contractor representative	15
2	Appointment of Design Director	20
3	Set up of site office	30
4	Set up of Base camp	60
5	Fixing& Deployment of Survey Team	30
6	Appointment of Contractual Key Persons	50
7	Set up of laboratories	60
8	Deployment of machinery like Excavators, Rollers, Graders, Tippers etc. as per requirement.	
9	Setting up of GSB/WMM plant	80
10	Set up of Hot Mix plant	150
MARKET MARKET	Set up of concrete Batching plant	120
	Deployment of paver and other equipments of Bituminous work	160





Chief Envineer, World Bank Projects, Ödisha (Empilyer)

Chief Engineer World Bank Project O/o lhe E.I.C.(C), Odisha, BBSR

Construction Schedule

CONSTRUCTION FOR WIDEHING & STRENGTHENING OF EXISTING CARRIAGEWAY TO 2-LANE ROAD FROM NISCHINTAKOILI - DUHURIA)

(KM. 25/0 TO KM. 48/0 OF MOR) (BALANCE WORKS).

SI. Ne	Task Name	Qtr-1	Qu-?	Qtr-3	Qfr-d	Qtr-4	Qtr-5	Q17-6
Ì	Votassion and plant set up			, and the second se		***********	*****************************	i et e e e e e e e e e e e e e e e e e e
7	Construction of site office & coboratory							
3	identification of Quarters							
4	Establishment of Centreline and Benchmurk							
ž,	Remedial work, Repair and Restoration work							
ß.	Clearing & Grubbing							-
3	Recording Levels							
A	Culverts and Bridges							1
9	ESESSIONES !	****						
10	Granular subhase	*****	***************************************					
11	Wet mix Macadam	ľ	mente de la					l
12	Baumingus items		r	·				
13	Completion of Project			******				





Chief Engineer,
World Bank Projects, Odisha
Chief En(Employer)
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Schedule of Key Equipments as per requirement of Bidding Document

No	Esquipinent Type at		Minimum Number required
1	Mechanical Bitumen Sensor	Paver - 100 TPH	01
2	Motor Grader	- 200 cum/Hr	02
3	Hydraulic Excavator	- 60 cum/Hr	02
4	Vibratory Roller (Tandem)	- 8 T [100 cum/Hr]	03
5	Pneumatic Tyred Roller	- 25 cum/Hr	01
6	Hot Mix Plant (Batch Mix only) - 100 TPH	01
7	Concrete Batch-mix Plant	- 75 Cum/Hr	01
8	Transit Mixer	- 6 cum	05
9	Front End Loader		03
10	Dozer	- 150 cum/Hr	01
11	Tipper (of diff	erent capacities)	30
12	Cone Crushing Unit	- 200 TPH	01
13	Bitumen Sprayer	- 1750 sqm/hour	01
14	Earth Compactor	-8-10 ton	03
15	Water Tanker	- 10 KL	05
16	Mechanical Paver	- 100 TPH	01
17	WMM Plant	- 175 TPH	01
18	Concrete Pump	- 20 cum/hour	02
19	Concrete Fixed Form Paver	- 100 TPH	01



Chief Engineer,
World Bank Projects, Odisha
Chief Elemboyer)
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

PLANTS AND EQUIPMENTS OWNED AND PROPOSED FOR THE PROJECT BY M/s VARAHA INFRA LIMITED, JODHPUR

I nom or equip	oment:- MECHANICAL BITUMEN SENS	SOR PAVER -1 No.				
Equipment information	Name of manufacturer: Vogele	Model and power rating Super 1800-2				
	Capacity More than 100 TPH	Year of manufacture 2012				
Current statu	Current location Rajasthan (India)					
	Details of current commitments : NIL					
Source	Indicate source of the equipment ✓□ Owned □ Rented □ Leased □ Specially manufactured					
2.						
Item of equipr	ment: MOTOR GRADER – 2 Nos.					
Equipment	Name of manufacturer	Model and and				
nformation	Tractors India	Model and power rating Model 12K				
	Capacity	Year of manufacture				
	More than 200 CUM/Hr	2011				
Current status	Current location : Rajasthan (India)					
	Details of current commitments :	NIL				
Source	Indicate source of the equipment					
		eased				
		, , , , , , , , , , , , , , , , , , ,				
em of equipm	ent: Hydraulic Excavators - 2 Nos					
quipment formation	Name of manufacturer KOBELCO	Model and power rating SK 3501c-8				
	Capacity More than 60 CUM/Hr	Year of manufacture 2011				
urrent status	Current location Rajasthan (India)					
	Details of current commitments NIL					
j	Indicate source of the equipment					

Varana Imfra Elmited (Confractor)

Chief Engineer, World Bank Projects, Odisha (Employer) Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, 88SR

4.				
Item of equip	ment: Vibratory Roller (Tendom) - 3 Nos			
Equipment	Name of manufacturer			
information	WIRTGEN INDIA	Model and power rating: WGHW_H181		
	Capacity	Year of manufacture		
	More than 100 CUM/Hr	2012		
Current status	Current location Rajasthan (India)			
	Details of current commitments	. NIL		
Source	Indicate source of the equipment ✓□ Owned □ Rented □ L	_eased ☐ Specially manufactured		
em of equipm	nent: Pnumatic Tyred Roller - 1 Nos			
quipment	Name of manufacturer	Model and never ti		
formation	WIRTGEN INDIA	Model and power rating WGHW H190		
	Capacity	Year of manufacture		
	More than 25 CUM/Hr	2012		
urrent status	Current location Rajasthan (india)			
	Details of current commitments	NIL		
ource	Indicate source of the			
Jui 00	Indicate source of the equipment √□ Owned □ Rented □ Le	eased		
		D Opecially manufactured		
m of equipme	ent: Hot Mix Plant – 1 No			
uipment ormation	Name of manufacturer IPS-LINTEC	Model and power rating		
1		CSD 3000		
	Capacity 240 TPH	Year of manufacture 2012		
	Current location Rajasthan (India)	12012		
	Details of current commitments	NIL		
ırce	Indicate source of the equipment			
	✓□ Owned □ Rented □ Lea	ased Specially manufactured		



Chief Engineer,
World Bank Projects, Odisha
Chief (Employer)
World Bank Project
World Bank Project
Olo the E.I.C.(C), Odisha, BBSR

power rating nufacture				
-				
-				
nulacture				
ecially manufactured				
coany mandiactured				
Model and power rating				
008				
Year of manufacture				
2011				
Rajastan (INDIA) Details of current commitments NIL				
7 25				
cially manufactured				
Model and power rating				
2021 Z				
Post Iro				
Year of manufacture 2005				



Chief Engineer,
World Bank Projects, Ödisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Item of equip	ment: DOZER - 1 NO.					
Equipment	Name of manufacturer	Model and power rating CLGB230				
information	LIUGONE					
	Capacity	Year of manufacture				
	More than 150 CUM/Hr	2009				
Current status						
	Rajasthan (India)					
	Details of current commitments	NIL				
Source	Indicate source of the equipment					
		_eased □ Specially manufactured				
1						
item of equipm	ent: TIPPER – 30 NOS					
		-				
Equipment nformation	Name of manufacturer	Model and power rating				
mormation	TATA MOTORS	LPK 2518 TC/38				
	Capacity	Year of manufacture				
	-	2009-2010				
Current status	Current location Rajasthan (India)					
	Details of current commitments	NIL				
Source	eased Specially manufactured					
	✓□ Owned □ Rented □ Le	Gased Geclally manufactured				
em of equipme	nt: CONE CRUSHING- 1 NO.					
	,					
quipment	Name of manufacturer	Model and power rating				
formation	METSO	LT300 HP				
	Capacity	Year of manufacture				
	250 TPH	2011				
urrent status	Current location	12011				
	Rajasthan (India)					
i.	Details of current commitments	NIL				
ource	Indicate source of the equipment √□ Owned □ Rented □ Le.					
		ased				



Chief Epaineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
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ment: BITUMEN SPRAYER- 1 Nos.		
Name of manufacturer	Model and power rating	
JAGDISH INDURSTRIES	and power rating	
Capacity		
	Year of manufacture	
	2013	
,		
Rajasthan (India)		
Details of current commitments	NIL	
	1 ¥5 bas	
Indicate source of the aminus 4		
/ Owned D Downed	1.1 ·	
T TOWNED LI Rented L	Leased Specially manufactured	
CONT. FARTH COMPAGE		
Tent. EARTH COMPACTOR - 03 Nos		
Name of manufacturer	Model and power rating	
CARTER PILLAR	140K2	
Capacity		
	Year of manufacture	
	2011	
Details of current commitments	NIL	
Indicate source of the equipment		
1 /CI (A		
1 - Tromed D	Leased	
POT: MATER TANKED 5 NOO		
SIG 44VI FIV JAMANEK - 2 MOZ	-	
Name		
TATA ENCO	Model and power rating	
TATA ENGG	LPK/2516/TC/38	
Capacity	Year of manufacture	
More than 10 KL	ſ	
	2011	
Details of current commitments	NIL	
•	· • • • • • • • • • • • • • • • • • • •	
Indicate source of the aguinment		
VI Owned I Destail I !	•	
TO Owned LI Kented LI	eased	
	ent: WATER TANKER – 5 NOS Name of manufacturer TATA ENGG	



Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

16.			
Item of equipr	ment: MECHANICAL PAVER - 1 No		
Equipment information	Name of manufacturer ASHIRVAD PRODUCTS	Model and power rating	
	Capacity More than 100 TPH	Year of manufacture	
Current status	Current location Rajasthan (India)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Details of current commitments	NIL	
Source	Indicate source of the equipment ✓□ Owned □ Rented □ Lease	d □ Specially manufactured	
17.			
Item of equipm	ent: WMM MIXING PLANT – 1 No		
Equipment information	Name of manufacturer MAXMECH EQUIPMENTS P LTD	Model and power rating WMM-350-L	
	Capacity 350 TPH	Year of manufacture 2013	
Current status	Current location Rajasthan (India)		
	Details of current commitments	NIL	
Source	Indicate source of the equipment √□ Owned □ Rented □ Leased	d □ Specially manufactured	
8.			
Item of equipme	ent: CONCRETE PUMPS - 02 NOS		
Equipment information	Name of manufacturer PUTZMEISTER CONRETE MACHINES P LTD	Model and power rating BSF-42-09H	
	Capacity More than 20 Cum/Hr.	Year of manufacture 2011	
Current status	Current location Rajasthan (India)		
	Details of current commitments	NIL	
Source	Indicate source of the equipment ✓□ Owned □ Rented □ Leased	☐ Specially manufactured	



Chief Engineer,
World Bank Projects, Ödisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, 88Sf?

☐ Specially manufactured

19.		
Item of equipm	ent: CONCRETE FIXED FORM PAVER -	- 01 NOS
Equipment information	Name of manufacturer AWERSA ENGICON INDIA P LTD	Model and power rating SF 2700
	Capacity More than 20 CUM/Hr	Year of manufacture 2013
Current status	Current location Rajasthan (India)	
	Details of current commitments	NIL
Source	Indicate source of the equipment √□ Owned □ Rented □ Lea	ased

Varaha Infra Limited NFRA (Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Man-Power Schedule as per requirement of Biding Document

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)	Educational Qualification
1	Project Manager – 1 No	10	5	Degree/Diploma in Civil Engg.
2	Highway Engineer – 1 No	5	3	Degree/ Diploma in Civil Engg.
3	Bridge Engineer – 1 No	5	3	Degree/ Diploma in Civil Engg.
4	Material Engineer – 1 No	5	3	Degree/ Diploma in Civil Engg.
5	Quantity Surveyor – 1 No	5	3	Degree/ Diploma in Civil Engg.
6	Equipment Maintenance Engineer – 1 No	5	3	Diploma in Mech. Engg.
7	Environment and Safety Manager – 1 No	3	1	Graduate with skill and experience in handling the Health, Environment, Safety issues



Chief Engineer, World Bank Projects, Odisha (Employer)

(Employer) Chief Engineer World Bank Project O/o lhe E.I.C.(C), Odisha, BBSR

Form PER - 1: PROPOSED PERSONNEL

BY M/S VARAHA INFRA LIMITED

1.	Title of position* PROJECT MANAGER	
1.	THE OF POSITION PROJECT MANAGER	
		Name – Mr. Jitendra Singh
2.	Title of position* HIGHWAY ENGINEER	
		Name –Mr. Naresh Kumar
3.	Title of position* BRIDGE ENGINEER	
		Name-Mr. RS Shukla
4.	Title of position* MATERIAL ENGINEER	
		Name-Mr. Ashok Kumar Belle
5.	Title of position* QUANTITY SURVEYOR	
		Name-Mr. Pravin Rathi
6.	Title of position* EQUIPMENT MAINTENANCE ENGINEER	
		Name-Mr. Jitendra Suthar
7.	Title of position* ENVIRONMENT AND SAFETY MANAGER	
		Name-Mr. Ram Karan Mali



Chief-Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Position-	PROJECT MANAGER		
Personnel information	Name - Mr. JITENDRA SINGH	Date of birth-10.10.1970 Nationality : Indian	
	Professional qualifications- Bachelor	of Civil Engineering	
Present employment	Name of employer- M/S VARAHA INFRA LIMITED		
	Address of employer – Umesh Smriti, 6 Jalam Vilas Scheme, Paota B Road, Jodhpur- 342006, Rajasthan, India		
	Tel : +91-291-2556877	Contact (manager / personnel officer) HR Manager 09571044999	
	Fax: +91-291-2553861	E-mail: vccjodhpur@gmail.com	
	Job title:-Project Manager	Years with present employer: 07 Years	

From	То	Company / Project / Position / Relevant technical and management experience
		Construction of Widening of 6 lane and Strengthening of existing 2-lane carriageway of Jalandhar-Amiritsar section of NH-1 from 387.100 to 407.100 on EPC basis. Total capital value of project is 431.72 Cr.
		Construction of 2 laning of Ludhiana-Talwandi Section of NH-95 from Km. 92.000 to 170.000 in the State of Punjab on DBFOT basis.Total Value of Project is 735.43 Cr.
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Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Position-	HIGHWAY ENGINEER		
Personnel information	Name – Mr. NARESH KUMAR	Date of birth- 21/06/1969	
	Professional qualifications:- Bachelor of Civil Engineering		
Present employment	Name of employer- M/S VARAHA INFRA LIMITED		
	Address of employer- Umesh Smriti, Jodhpur- 342006, Rajasthan, India	6 Jalam Vilas Scheme, Paota B Road,	
	Telephone: +91-291-2556877	Contact (manager / personnel officer): HR Manager 09571044999	
	Fax No: +91-291-2553861	E-mail: vccjodhpur@gmail.com	
	Job title:- Highway Manager	Years with present employer: 5 Years	

From	То	Company / Project / Position / Relevant technical and management experience
May 2013	January 2014	Ludhiana - Talwandi in the State of Punjab Project Cost is 700 Cr.
Sept' 2010	April 2013	Construction of Existing 2- Lane Highway to 4- lane Carriageway from Km. 363.300 to Km. 445.800 Rohtak to Rewari NH-71 in the State of Haryana. Project cost in 850 Cr.



Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Position- :	BRIDGE ENGINEER		
Personnel information	Name- MR. RS SHUKLA	Date of birth-12/08/1982	
	Professional qualifications-	: Diploma in Civil Engineering	
Present employment	Name of employer- M/S VARAHA INFRA LIMITED		
	Address of employer Paota B Road, Jodhpur- 342006, Raja	: Umesh Smriti, 6 Jalam Vilas Scheme, asthan, India	
	Telephone: +91-291-2556877	Contact (manager / personnel officer): HR Manager 09571044999	
	Fax No: +91-291-2553861	E-mail: vccjodhpur@gmail.com	
	Job title:	Years with present employer:	
	Bridge Engineer	04 Years	

From	То	Company / Project / Position / Relevant technical and management experience	
Jan-2014	Till Date	Strengthening Raising and cement concrete payment work on Kota Dharnawada Road SH-51 from Km. 16/500 to Km. 101/000 (Package no.1 and 2) RSRDC Project cost is 197 Cr.	
Dec-2012	Transfer	Four laning of Rohtak Bawal Section NH-71 from Km. 363.300 to Km. 445.853 in the State of Haryana and Project cost is 827 Cr.	

Varaha Infra Limited
(Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Position- :	: MATERIAL ENGINEER		
Personnel information	Name –Mr. ASHOK KUMAR BELLE Date of birth:-		
	Professional qualifications- Bachelor of	of Civil Engineering	
Present employment	Name of employer- M/S VARAHA INFRA LIMITED		
	Address of employer Paota B Road, Jodhpur- 342006, Rajasti	: Umesh Smriti, 6 Jalam Vilas Scheme, nan, India	
	Telephone: +91-291-2556877	Contact (manager / personnel officer): HR Manager 09571044999	
	Fax No: +91-291-2553861	E-mail: vccjodhpur@gmail.com	
	Job title:	Years with present employer:	
	Material Engineer	04 Years	

From	То	Company / Project / Position / Relevant technical and management experience
Sept-2014	Till date	NH-9, VIL-EPC for Construction of Road from Solapur to Yenegur on DBFOT mode



Chief Erigineer, World Bank Project, Odisha Chief Engineer, World Bank Project Olo the E.L.C.(C). Odisha. 88SR

Position-	: QUANTITY SURVEYOR			
Personnel information	Name – Mr. PRAVIN RATHI Date of birth:-12/01/1977			
	Professional qualifications -Diploma in Civil Engineering,			
Present employment	Name of employer- M/S VARAHA INFRA LIMITED			
	Address of employer Paota B Road, Jodhpur- 342006, Raja	: Umesh Smriti, 6 Jalam Vilas Scheme, isthan, India		
	Telephone: +91-291-2556877	Contact (manager / personnel officer): HR Manager 09571044999		
	Fax No: +91-291-2553861	E-mail: vccjodhpur@gmail.com		
	Job title:	Years with present employer:		
	Quantity Surveyor	06 Years		

From	То	Company / Project / Position / Relevant technical and management experience
Jan'2011	Till date	Four laning of Rohtak Bawal Section NH-71 from Km. 363.300 to Km. 445.800 in the State of Haryana and Project cost is 618 Cr.
Apr-2007	Dec-2010	Construction of Mega Highway, Rajasthan and Madhya Pradesh and Project cost is 120 Cr.
Oct-2006	Mar-2007	Rehabilitaion of Jabrin – Bisiya – Al Habbi Road Project cost is 215 Cr.

Varaha Infra Limited
(Contractor)

Chief Endineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the F.J.C.(C), Odisha, 88SR

Position-	: EQUIPMENT MAINTENANCE ENGIN	EER		
Personnel information	Name – Mr. JITENDRA SUTHAR Date of birth:-			
	Professional qualifications - Mechanical Engineering			
Present employment	Name of employer- M/S VARAHA INFRA LIMITED			
	Address of employer Paota B Road, Jodhpur- 342006, Rajas	: Umesh Smriti, 6 Jalam Vilas Scheme, than, India		
	Telephone: +91-291-2556877	Contact (manager / personne officer): HR Manager 09571044999		
	Fax No: +91-291-2553861	E-mail: vccjodhpur@gmail.com		
	Job title:	Years with present employer:		
	Equipment Maintenance Engineer	03 Years		

From	То	Company / Project / Position / Relevant technical and management experience
	The second secon	

Varaha Infraylimited
(Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Position-	: ENVIRONMENT & SAFETY MANAGE	R		
Personnel information	Name – Mr. RAM KARAN MALI	Date of birth:- 04.06.1969		
	Professional qualifications - : Diploma in Civil Engineering			
Present employment	Name of employer- M/S VARAHA INFRA LIMITED			
	Address of employer : Umesh Smriti, 6 Jalam Vilas Scheme, Paota B Road, Jodhpur- 342006, Rajasthan, India			
	Telephone: +91-291-2556877	Contact (manager / personne officer): HR Manager 09571044999		
	Fax No: +91-291-2553861	E-mail: vccjodhpur@gmail.com		
	Job title: Environment & Safety Manager	Years with present employer: 04 Years		

From	То	Company / Project / Position / Relevant technical and management experience
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Chief Engineer,
World Bank Projects,
Olisha
Chief (Emglever)
World Bank Project
Olo the F.I.C.(C), Odisha, BBSR

Performance Bank Guarantee





To The Chief Engineer World Bank Projects Nirman Sondha, Keshuri Nagar, Bhubaneswar.



Sub: Submission of Performance Bank Guarantee for Project" Widening and Strengthening of existing carriageway to 2 -lane road from Nischintakoili to Duharia (Rm. 25/0 to Rm 49/0 of MDRI (Balance work)"-Package No-OSRP-CW-EB-P04A2).

Ref: Yourletter No. PMU-WB-115/2015-48126; Dated 27.11.2015.

Dear Sir

This has reference to above captioned subject and Reference letter, we do bereby submitted Performance Bank Gustantee and Specific Power of Attorney & Board Resolution in faour of Mr. Caje Singh Solanki to sign the Agreement in respect of above subject Project.

Details of Bank Guarantee

Name of Back	Type Bank Guarantee	Bunk Guarantse No.	Date	Алжин
State Bank of India	Performance EG	0960113800009872	22-12-2015	Rc. 4,89,50,000/-

We Kindly request you to take the above said Bank Guarantee in your records and acknowledge the receipt of same.

Thanking you and assuring you of our best services at all times.

Yours sincerely

For Variabasistics Por Navratas Adecada Authorised Signatory

Chief Engineer, World Bank Projects, Odisha

Chief Engineer
World Seni Project
Ofothe E.I.C.(C), Odisha, BBSR

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DATE OF EXPLES : ALCOHOLOGICETE

DATE OF EXPLES : VAPARE DEEA LIMITED

We confirm coving issued / Extended the captioned Bank Gudrantge in your favour on behalf of our acord nemed forest these and the same signed by the officers of the Bank.

TIME PAIRETVILLY.

AUTHORISM: SICHARDEY.

The Donalitionian are advised in their own interest to verify the gendineness of the Gosconton with the EG learning Branch.

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Page 48 of 58

Chief Engineer, Chief Eng (Employer)
World Bank Project
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Ofo the E.I.C.(C), Odisha, BBSR World Bank Projects, Odisha

Varaha infra Limited (Contractor)



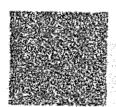
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Government of National Capital Territory of Delhi

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Varaha (Contra

Chief Engineer, World Bank Projects, Odlsha Chief E (Employer) World Bank Profect O/o the E.I.C.(C), Odisha, 88SR

Ferformance Security |Demand Guarantee|

Sinte Bank of tudio, 18th Plans, sudustrial Finance Branch, Javabur & sapar libaron, I. Techny & og. New Reibi Hunsi.

Beneficiary :

Chiof Engineer,

World Bank Projects, Odisha (on behalf of Works Department,

Government of Odishaj O/o the E.I.C(Civil), Odisha, Nirman Soudhu, Unit-V Bhabancawar - 751 001 Henry For Colombian Cambridge

FREE DID

T.B. THE LEVEL TIL S FOR A

Dote:

PERFORMANCE GUARANTEE No.:

We have been informed than M/s Varaha Infra Ltd., having Registered Office at: "Umesh Smriti", 6 Jalam Vilas Scheme, Paota 'B' Road, Jodhpur - 342 006, Rajsthan (hereinalter called 'the Contractor') has entered into Contract No PMU-WB-115/2015-48126 dated 27.11.2015 with you, for the execution of "Construction for Widening & Strengthening of Existing Carriageway to 2 lane road from Wischintakolli to Duhurla (Km. 25/0 to Km. 49/0 of MDR)(Balance Works)" thereinader called 'the Contract').

Purthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required

At the request of the Commuter, we State Bank of India, having our registered office at "State Bank Bhawan, Corporate Center, Madame Cama Marg, Mumbai Maharashtra-d00021" through our branch at 15th Floor, Industrial Finance Branch, Jawahar Vyapar Bhawan, I. Toshoy Marg, New Belni, 110001 hereby irrevocably—undertake to pay you any sum or suma not exceeding at total on amount of Rs. 4,89,80,000/- (Rupeos Pour Crore Eighty Nine Lakks Fifty Thousand Only) such sum being payable in the types and proportions of extrenoics in which the Contract Price is payable, upon teccipt by its of your first thousand in writing necompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand of the sum specified therein.

This guarantee shall expire no later than the 31st Day of July, 2017, and any demand for payment under a most be received by us at this office on or before that date.

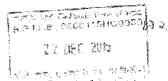
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Page 50 of 58

Chief Engineer, World Bank Projects, Odisha Chief E(Employer) World Bank Project O/o the E.I.C.(C), Odisha, BBSR

Varaha Infra Limited FRA (Contractor)

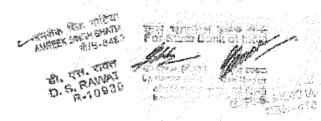


They assembly in realizable to the Uniform factor for Defining Granden, RC Purch ration No. 450 except that subparagraph the of Substitute 20(a) is hereby subtituded.

More themselving may thank contrary contained in any law for the time being in force as building practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferre or agent of beneficiary shall not be entertained by the bank. Any inspection of guarantee con he made only by the beneficiary directly

Note: If the tailing any then ground in the form before.

- (Rupees Four Crore Eighty Nine Lakhs Fifty Thousand Only)
- the This Guarantee wright up to 31.07.2017
- (c) We are liable to pay the grammited amount or any part thereof under this Bank Grammiter only and only it you service upon us a written claim or demand on or before 31.07 2017.





Varaha Infra Limited NF R.1
(Contractor)

Chief Engineer, World Bank Prejects, Ödisha Chief (Employer) World Bank Project O/o the E.I.C.(C), Odisha, BBSR

Form FIN - 3:





Form FIN - 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, imes of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

	Financial Resources					
No.	Source of financing	Amount (US\$ equivalent)				
	Axis Bank, Corporate Banking Branch, 2nd Floor, 3rd EYE One Building, Near Panchwati Circle C G Road, Ahmedabad.	22,00,00,000/-				





Varaha Infra Limited
(Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project Ofo the E.I.C.(C), Odisha, BBSR

Bank Certificate



AXISB/CBB/AHD/VIL/2015-16/

Date: 12-10-2015

BANK CERTIFICATE

This is to certify that M/s. VARAHA INFRA LIMITED is a reputed company with a good financial standing.

If the contract for the work, namely "Widening & Strengthening of existing carriageway to 2-lane road fro Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Work)" - (Package No. OSRP-CW-ICB-P04A2) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. 22,00,00,000 (Rs. Twenty Two Crore Only) to meet their working capital requirements for executing the above contract during the contract period.

This certificate has been issued at the specific request of M/s Varaha Infra Limited

Sanature

Mame of Bank -

Axis Bank Limited

Same of Official:

Ratan Lal Gurjar

Signation of Official: Asstt. Vice President and Head Credit Admin

Address of the Bank - Corporate Banking Branch, 2nd Floor, 3rd Eye One Building. Near Panchwati Circle C G

Road, Ahmedabad - 380009

Per Ray Branch, 2nd Floor, 3nd Eye One, Near Fanchvari Cross neads, c. d. mass, restreturas, 1999 - 55147105, 379 - 55147105, 379 - 55147105, 379 - 55147105, 379 - 55147105, 379 - 579 gnich, 2nd Floor, 3rd Eye One, Near Fanchvati Cross Reads, C.G. Road, Ahmedabad - 380029

/araha Infra Limite (Contractor)

Chief Endineer. World Bank Projects, Odisha (Employer) Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

Annexure-1

Details of Year wise Quantity executed by Varaha Infra Limited in respect of Project "Four Laning of Rohtak to Bawal Section of NH-71 from Km. 363.300 to 5m. 450.800 and design Km. 368.30 to 445.853 in the State of Haryana under NHDP Phase-Hi".

And the state of t	CONT. C. CAST. Contract Contra			
Perticular	Year-2011	Year-2012	Year-2013	l fotal
éarth Work	20,55,630 Cum	29,65,639 Cum	10,74,342 Cum	60,95,611 Cum
	1,55,642 Cum	1,69,163 Cum	77,252 Cum	14,02,057 Cum
11. 11. 11.	1,40,597 Cum	1,37,444 Cum	1,44,092 Cum	4,22,133 Cum
Lan.	44,799 Cum	100,523 Cum	68972 Cum	2.14.294 Cum
A.C.	0	36,595 Cum	36779 Cum	73,374 Cum
P.O.C.	l ()	18,560 Cum	23.529 Cum	42.089 Cum
<u>RCC/PSC</u>	LO.	92650 Cum	87.350 Cum	1.80.000 Cum



Chief Engineer, World Bank Projects, Odisha (Employer)

Page 54 of 58

Chief Engineer World Bank Project Of the E.L.C.(C), Odisha, BBSR

Advance Payment Security

Demand Guarantee

	[Bank's Name, and Address of Issuing Branch or Office]
Beneficiary:	[Name and Address of Employer]
Date:	
ADVANCE PAYMENT GUAR	ANTEE No.:
We have been informed that Contractor") has entered into Codated with you, contract and brief description of Works J	[name of Contractor] (hereinafter called "the ontract No [reference number of the contract] for the execution of [name of the contract] [name of the contract].
Furthermore, we understand that.	according to the conditions of the Contract, an advance
writing accompanied by a written	we [name of Bank] hereby irrevocably sums not exceeding in total an amount of
t is a condition for any claim and payment referred to above must ha	payment under this guarantee to be made that the advance ve been received by the Contractor on its account number [name and address of Bank].
ayment certificates which shall be pon our receipt of a copy of the	antee shall be progressively reduced by the amount of the ontractor as indicated in copies of interim statements or presented to us. This guarantee shall expire, at the latest, interim payment certificate indicating that eighty (80) been certified for payment, or on the day of,
The Guarantor shall insert an amount either in the currency(ies) of the adva currency acceptable to the Employer.	representing the amount of the advance payment and denominated nce payment as specified in the Contract, or in a freely convertible

Page 55 of 58

Varaha Infra Limited (Contractor)

Chief Engineer, World Bank Projects, Odisha Chief Eng(Englover) World Bank Project O/o the E.I.C.(C), Odisha, BBSR

2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Varaha Infra Limited (Contractor)

Chief Engineer,
World Bank Projects, Odisha
Chief Engin(Employer)
World Bank Project
Official ELICIC). Odisha, BBSR

Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in Guarantor before the expiry of the guarantee."

Retention Money Security

Demand Guarantee

Chief Engineer, World Bank Projects, Odisha Chief Engin(Employer) World Bank Project Of the FJ.C.(C), Odisha, BBSR

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.



Chief Engineer,
World Bank Projects, Ödisha
Chief Engir(Employer)
World Bank Project,
O/o the E.I.C.(C), Odisha, 885f?

AGREEMENT No. 05 of 2015-16



GOVERNMENT OF ODISHA WORKS DEPARTMENT

PACKAGE No. OSRP-CW-ICB-P04A2

For

Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)

under

Odisha State Roads Project

between

Chief Engineer, World Bank Projects, Odisha on behalf of Odisha Works Department, Government of Odisha

and

M/s Varaha Infra Ltd.,

Umesh Smriti, 6 Jalam Vilas Scheme, Paota B Road, Jodhpur- 342006, Rajasthan, India Tel: +91-291-2556877, Fax: +91-291-2553861 E-mail: vccjodhpur@gmail.com

[VOLUME-II: Conditions of Contract]

Agreement Value: Rs. 97,89,97,903

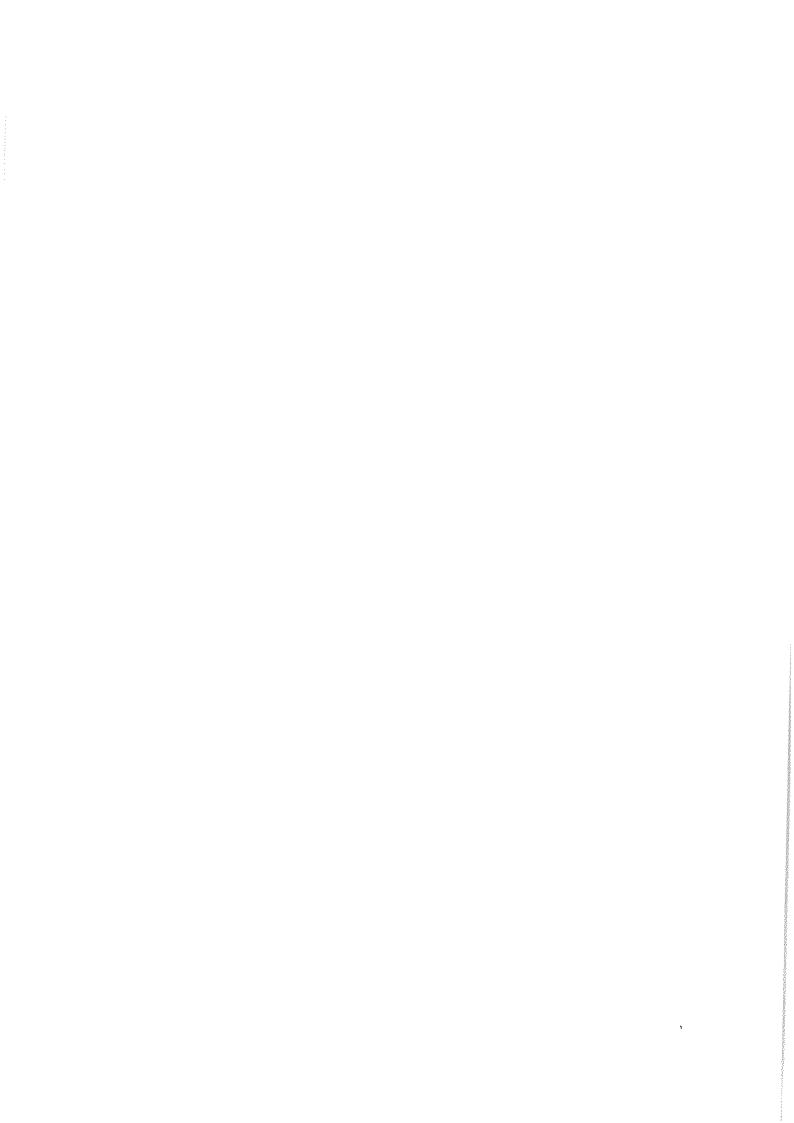
Project Management Unit, Odisha State Roads Project Office of the Engineer-in-Chief (Civil), Odisha, Nirman Soudha, Keshari Nagar, Unit - V, Bhubaneswar - 751 001

December 23, 2015

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CONDITIONS OF CONTRACT



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	4.7	Setting Out	
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Varaha Infra Limited (Contractor)



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Chief Engineer, World Bank Projects, Odisha (Employer)

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Varaha Infra Limited (Contractor)

NE RAY VINITED

Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

Volume-II. General Conditions OSRP-CW- ICB-P04A2

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General Conditions

1. General Provisions

1.1 Definitions

In the Conditions of Contract ("these Conditions"), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

- 1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.1.1.2 "Contract Agreement" means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].
- 1.1.1.3 "Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
- 1.1.1.4 "Letter of Tender" means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
- 1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.
- 1.1.1.6 "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.
- 1.1.1.7 "Schedules" means the document(s) entitled schedules, completed by the Contractor and

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- submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
- 1.1.1.8 "Tender" means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.
- 1.1.1.9 "Bill of Quantities", "Daywork Schedule" and "Schedule of Payment Currencies" mean the documents so named (if any) which are comprised in the Schedules.
- 1.1.1.10 "Contract Data" means the pages completed by the Employer entitled contract data which constitute Part A of the Particular Conditions.

1.1.2 Parties and Persons

- 1.1.2.1 "Party" means the Employer or the Contractor, as the context requires.
- 1.1.2.2 "Employer" means the person named as employer in the Contract Data and the legal successors in title to this person.
- 1.1.2.3 "Contractor" means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).
- 1.1.2.4 "Engineer" means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].
- 1.1.2.5 "Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor.
- 1.1.2.6 "Employer's Personnel" means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the

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Employer or the Engineer, as Employer's Personnel.

- 1.1.2.7 "Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.
- 1.1.2.8 "Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.
- 1.1.2.9 "DB" means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board]
- 1.1.2.10 "FIDIC" means the FédérationInternationale des Ingénieurs-Conseils, the international federation of consulting engineers.
- 1.1.2.11 "Bank" means the financing institution (if any) named in the Contract Data.
- 1.1.2.12 "Borrower" means the person (if any) named as the borrower in the Contract Data.

1.1.3 Dates, Tests, Periods and Completion

- 1.1.3.1 "Base Date" means the date 28 days prior to the latest date for submission of the Tender.
- 1.1.3.2 "Commencement Date" means the date notified under Sub-Clause 8.1 [Commencement of Works].
- 1.1.3.3 "Time for Completion" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.
- 1.1.3.4 "Tests on Completion" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.

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- 1.1.3.5 "Taking-Over Certificate" means a certificate issued under Clause 10 [Employer's Taking Over].
- 1.1.3.6 "Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.
- 1.1.3.7 "Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].
- 1.1.3.8 "Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].
- 1.1.3.9 "day" means a calendar day and "year" means 365 days.

1.1.4 Money and Payments

- 1.1.4.1 "Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- 1.1.4.2 "Contract Price" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.
- 1.1.4.3 "Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.4.4 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].
- 1.1.4.5 "Final Statement" means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

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- 1.1.4.6 "Foreign Currency" means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.
- 1.1.4.7 "Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.
- 1.1.4.8 "Local Currency" means the currency of the Country.
- 1.1.4.9 "Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].
- 1.1.4.10 "Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].
- 1.1.4.11 "Retention Money" means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].
- 1.1.4.12 "Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.
- 1.1.5 Works and Goods 1.1.5.1
 - 1.1.5.1 "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
 - 1.1.5.2 "Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
 - 1.1.5.3 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

1.1.5.4 "Permanent Works" means the permanent works to be

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executed by the Contractor under the Contract.

- 1.1.5.5 "Plant" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.
- 1.1.5.6 "Section" means a part of the Works specified in the Contract Data as a Section (if any).
- 1.1.5.7 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- 1.1.5.8 "Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6 Other Definitions

- 1.1.6.1 "Contractor's Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
- 1.1.6.2 "Country" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.
- 1.1.6.3 "Employer's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.
- 1.1.6.4 "Force Majeure" is defined in Clause 19 [Force Majeure].
- 1.1.6.5 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.6 "Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].
- 1.1.6.7 "Site" means the places where the Permanent Works are to be executed including storage and working

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areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

- 1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.
- 1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- provisions including the word "agree," "agreed" or "agreement" require the agreement to be record in writing:
- "written" or "in writing" means hand-written, typewritten, printed or electronically made, and resulting in a permanent record: and
- the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents"

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data: and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract

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Data. However:

- (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
- (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions Part A.
- (e) the Particular Conditions Part B
- (f) these General Conditions
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

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If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

1.7 Assignment

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

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1.9 Delayed Drawings or Instructions

The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit

1.10 Employer's Use of Contractor's Documents

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant

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Chief Engineer, World Bank Projects, Odisha World Bank Project Oo the E.I.C.(C), Odisha, BBSR part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and

(c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

1.11 Contractor's Use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Particular Conditions:

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- (a) the Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture or other unincorporated grouping of two or more persons:

- (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

1.15 Inspections and Audit by the Bank

The Contractor shall permit, and shall cause its Subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and allaccounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants'attention is drawn to Sub-Clause 15.6 [Corrupt or Fraudulent Practices] which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 1.15 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

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2. The Employer

2.1 Right of Access to the Site

The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.

If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].

If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Permits, Licences or Approvals

The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) any permits, licences or approvals required by the Laws

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Chief Engineer, World Bank Projects, Odisha Chief E.(Employer) World Bank Project O/o the E.I.C.(C), Odisha, BBSR of the Country:

- which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
- for the delivery of Goods, including clearance through customs, and
- (iii) for the export of Contractor's Equipment when it is removed from the Site.

2.3 Employer's Personnel

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:

- co-operate with the Contractor's efforts under Sub-(a) Clause 4.6 [Co-operation], and
- (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

2.4 Employer's **Financial** Arrangements

The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from Contractor, reasonable evidence that arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in such notice of the extent to which such funds will be available.

Employer's Claims

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If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the

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Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], or for other services requested by the Contractor.

The notice shall be given as soon as practicable and no longer than 28 daysafter the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall proceed in accordance with Sub-Clause [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

3. The Engineer

3.1 **Engineer's Duties** and Authority

The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff include suitably qualified engineers and professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to

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However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

Except as otherwise stated in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
- (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and
- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.
- (d) Any act by the Engineer in response to a Contractor's request except otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions:

- (a) Sub-Clause 4.12 [Unforeseeable Physical Conditions]: Agreeing or determining an extension of time and/or additional cost.
- (b) Sub-Clause 13.1 [Right to Vary]: Instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage

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specified in the Contract Data.

- (c) Sub-Clause 13.3 [Variation Procedure]: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 [Right to Vary] or 13.2 [Value Engineering].
- (d) Sub-Clause 13.4 [Payment in Applicable Currencies]: Specifying the amount payable in each of the applicable currencies

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 [Variations and Adjustments] and shall notify the Contractor accordingly, with a copy to the Employer.

3.2 Delegation by the Engineer

The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.

However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language].

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an

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Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o lhe E.I.C.(C), Odisha, BBSR assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;
- (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

- (a) gives an oral instruction,
- (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

3.4 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.

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(Employer)
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World Bank Project
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3.5 Determinations

Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4. The Contractor

4.1 Contractor's General Obligations

The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.

The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

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(Employer)
Chief Engineer
World Bank Project
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If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- (b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs;
- (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- (d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

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4.2 Performance Security

The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount and currencies stated in the Contract Data. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.

The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

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World Bank Project
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4.3 Contractor's Representative

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.

The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly.

The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

4.4 Subcontractors

The Contractor shall not subcontract the whole of the Works.

The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the

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Particular Conditions:

- (a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- (b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors;
- (c) the Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
- (d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].

The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.

4.5 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- (a) the Employer's Personnel,
- (b) any other contractors employed by the Employer, and
- (c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract.

Any such instruction shall constitute a Variation if and to the

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extent that it causes the Contractor to suffer delays and/orto incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.

4.7 Setting Out

The Contractor shall set out the Works in relation to original points, lines and levels ofreference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.8 Safety Procedures The Contractor shall:

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- (a) comply with all applicable safety regulations,
- (b) take care for the safety of all persons entitled to be on the Site,
- (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and
- (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other-circumstances which may influence or affect the Tender or

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Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- (d) the Laws, procedures and labour practices of the Country, and
- (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

The Contractor shall be deemed to:

- (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.

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Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice underSub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such

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4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Employer shall provide access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

Except as otherwise stated in these Conditions:

- (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- (d) the Employer does not guarantee the suitability or availability of particular access routes; and
- (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne

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by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these

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Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR services and for measuring the quantities consumed.

The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20 Employer's Equipment and Free-Issue Materials

The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification:

- (a) the Employer shall be responsible for the Employer's Equipment, except that
- (b) the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Engineer of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.

After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.

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Chief Engineer
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4.21 Progress Reports

Unless otherwise stated in the Particular Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

Each report shall include:

- (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- (b) photographs showing the status of manufacture and of progress on the Site;
- (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - (i) commencement of manufacture,
 - (ii) Contractor's inspections,
 - (iii) tests, and
 - (iv) shipment and arrival at the Site;
- (d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
- (e) copies of quality assurance documents, test results and certificates of Materials;
- (f) list of notices given under Sub-Clause 2.5 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];

g) safety statistics, including details of any hazardous

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(h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Particular Conditions:

- the Contractor shall be responsible for (a) keeping unauthorised persons off the Site, and
- authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorised personnel of the Employer's other contractors on the Site.

4.23 Contractor's Operations on Site

The Contractor shall confine his operations to the Site, and to any additional areaswhich may be obtained by the Contractor and agreed by the Engineer as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons

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Chief Engineer, World Bank Projects, Odisha Chief Engineer

World Bank Project O/o the E.I.C.(C), Odisha, BBSR from removing or damaging any of these findings.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. Nominated Subcontractors

5.1 Definition of "nominated Subcontractor"

In the Contract, "nominated Subcontractor" means a Subcontractor:

- (a) who is stated in the Contract as being a nominated Subcontractor, or
- (b) whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writingto indemnify the Contractor against and from the consequences of the matter:

- (a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- (b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and

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World Bank Project O/o the E.I.C.(C), Odisha, BBSR employees; or

- (c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
 - (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities; and
 - (iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].
- 5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractorwhich the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

(a) submits this reasonable evidence to the Engineer, or

(b)

- (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
- (ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the

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Contractor's entitlement,

then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

6. Staff and Labour

6.1 Engagement of Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.

6.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

6.3 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

6.4 Labour Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

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The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 Working Hours

No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the Contract Data, unless:

- (a) otherwise stated in the Contract,
- (b) the Engineer gives consent, or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.

6.6 Facilities for Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning

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health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Sub-Contractors and Consultants' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour.

The Contractor shall include in the program to be submitted for the execution of the Works under Sub-Clause 8.3 [Programme] an alleviation program for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose.

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6.8 Contractor's Superintendence

Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

The Contractor's Personnel shall be appropriately qualified, skilled and experienced intheir respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- persists in any misconduct or lack of care,
- carries out duties incompetently or negligently,
- fails to conform with any provisions of the Contract, or
- persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer (will, if-

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requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

6.14 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.15 Measures against Insect and Pest Nuisance The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.16 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal thereto by Contractor's Personnel.

6.17 'Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

6.18 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

6.19 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.

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6.20 Prohibition of Forced or Compulsory Labour The contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

6.21 Prohibition of Harmful Child Labour

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

6.22 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.23 Workers'
Organisations

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce.

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6.24 NonDiscrimination and Equal Opportunity

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

7. Plant, Materials and Workmanship

7.1 Manner of Execution

The Contractor shall carry out the manufacture of Plant, the production andmanufacture of Materials, and all other execution of the Works:

- (a) in the manner (if any) specified in the Contract,
- (b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and
- (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:

- (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- (b) additional samples instructed by the Engineer as a Variation.

Each sample shall be labelled as to origin and intended use in the Works.

7.3 Inspection

The Employer's Personnel shall at all reasonable times:

(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and

(b) during production, manufacture and construction (at the

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Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

Testing 7.4

This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables. instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.

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Chief-Engineer, World Bank Projects, Odisha Chief Eng(Fineloyer) World Bank Project O/o the E.I.C.(C), Odisha, BBSR If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer.

7.6 Remedial Work

Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:

- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
- (b) remove and re-execute any other work which is not in accordance with the Contract, and
- (c) execute any work which is urgently required for the safety

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(Contractor)

Chief Engineer,
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World Bank Project
Of the E.i.C.(C), Odisha, BBSR

of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under subparagraph (c).

If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.

7.7 Ownership of Plant and Materials

Except otherwise specified in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:

- (a) when it is incorporated in the Works;
- (b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- (a) natural Materials obtained from outside the Site, and
- (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or manmade), except to the extent that disposal areas within the Site are specified in the Contract.

8. Commencement, Delays and Suspension

8.1 Commencement of Works

Except otherwise specified in the Particular Conditions, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:

(a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant

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authorities in the Country;

- (b) delivery to the Contractor of reasonable evidence of the Employer's Financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements])
- (c) except if otherwise specified in the Contract Data, possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works; and
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.
- (e) If the said Engineer's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].

The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- (a) achieving the passing of the Tests on Completion, and
- (b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

(a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of

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World Bank Project O/o the E.I.C.(C), Odisha, BBSR design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,

- (b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- (c) the sequence and timing of inspections and tests specified in the Contract, and
- (d) a supporting report which includes:
 - (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price, or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.3 [Variation Procedure].

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking-Over of the Works and Sections] is

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Chief Engineer, World Bank Projects, Odisha (Employer) Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR or will be delayed by any of the following causes:

- (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
- (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions.
- (c) exceptionally adverse climatic conditions,
- (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- (e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- (b) these authorities delay or disrupt the Contractor's work, and
- (c) the delay or disruption was Unforeseeable,

then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

If, at any time:

- (a) actual progress is too slow to complete within the Time for Completion, and/or
- (b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme],

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Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 [Delay Damages] below.

Additional costs of revised methods, including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall be subject to notice under Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data.

These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

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The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

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Chief Engineer, World Bank Ernjects, Odisha World Bank 1-77 Byer O/o the E.I.C.(C), Odisha, BBSR The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9 [Consequences of Suspension], 8.10 [Payment for Plant and Materials in Event of Suspension] and 8.11 [Prolonged Suspension] shall not apply.

8.9 Consequences of Suspension

If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:

- (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and
- (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat—the suspension as an omission under Clause 13 [Variations and

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Chief Engineer, World Bank Projects, Odisha Chief Engil Employer) World Bank Project O/o Ihe E.I.C.(C), Odisha, BBSR Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect under Clause 13 [Variations and Adjustments].

9. Tests on Completion

9.1 Contractor's Obligations

The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may,

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Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 Retesting

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:

- (a) order further repetition of Tests on Completion under Sub-Clause 9.3;
- (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in subparagraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or
- (c) issue a Taking-Over Certificate, if the Employer so requests.

In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations].

10. Employer's Taking Over

10.1 Taking Over of the Works and Sections

Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance.

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with this Sub-Clause.

The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

The Engineer shall, within 28 days after receiving the Contractor's application:

- (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works The Engineer may, at the sole discretion of the Employer, issue a Taking-OverCertificate for any part of the Permanent Works.

The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:

- (a) the part which is used shall be deemed to have been taken over as from the date on which it is used,
- (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and

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Chief Engineer, World Bank Projects, Odisha Chief Engi(Employer) World Bank Project O/o lhe E.I.C.(C), Odisha, BBSR (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part.

After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.

If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost and profit.

If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages], and shall not affect the maximum amount of these damages.

10.3 Interference with Tests on Completion

If the Contractor is prevented, for more than 14 days, from carrying out the Tests onCompletion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the

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Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.

If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section orpart of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. **Defects Liability**

11.1 Completion of Outstanding Work and Remedying Defects

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

- complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
- (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.

11.2 Cost of Remedying Defects

All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

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- (a) any design for which the Contractor is responsible,
- (b) Plant, Materials or workmanship not being in accordance with the Contract, or
- (c) failure by the Contractor to comply with any other obligation.

If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

The Employer shall be entitled subject to Sub-Clause 2.5 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of a damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option):

- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;
- (b) require the Engineer to agree or determine a reasonable

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(c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Engineer in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Performance

Performance of the Contractor's obligations shall not be

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considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

The Engineer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.

Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

If all these items have not been removed within 28 days after receipt by the Contractorof the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.

12. Measurement and Evaluation

12.1 Works to be Measured

The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement at Completion], and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

Whenever the Engineer requires any part of the Works to be

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measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract and notwithstanding local practice:

measurement shall be made of the net actual quantity of each item of the Permanent Works, and

the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.3 Evaluation

Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 [Works to be Measured] and 12.2 [Method of Measurement] and the appropriate rate or price for the item.

For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract

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Chief Engineer, World Bank Projects, Odisha (Employer) Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR or, if there is no such item, specified for similar work.

Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

However, a new rate or price shall be appropriate for an item of work if:

(a)

- (i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the Bill of Quantities or other Schedule,
- this change in quantity multiplied by such specified rate for this item exceeds 0.25% of the Accepted Contract Amount,
- (iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and
- (iv) this item is not specified in the Contract as a "fixed rate item";

or

(b)

- (i) the work is instructed under Clause 13 [Variations and Adjustments],
- (ii) no rate or price is specified in the Contract for this item, and
- (iii) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with profit, taking account of any other relevant matters.

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Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned Works commences.

12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- (a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- (c) this cost is not deemed to be included in the evaluation of any substituted work;

then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13. Variations and Adjustments

13.1 Right to Vary

Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction.

Each Variation may include:

- (a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
- (b) changes to the quality and other characteristics of any item of work,
- (c) changes to the levels, positions and/or dimensions of any

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part of the Works.

- (d) omission of any work unless it is to be carried out by
- any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests Completion, boreholes and other testing and exploratory work, or
- changes to the sequence or timing of the execution of the Works.

The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.

13.2 Value Engineering

The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.

The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

- the Contractor shall design this part,
- sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's (b) General Obligations] shall apply, and
- if this change results in a reduction in the contract value of this part, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:
 - such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost , and

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Chief Engineer, World Bank Projects, Odisha (Employer) Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR (ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.

However, if amount (i) is less than amount (ii), there shall not be a fee.

13.3 Variation Procedure

If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

- a description of the proposed work to be performed and a programme for its execution.
- the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause [Programme] and to the Time for Completion, and
- the Contractor's proposal for evaluation of the Variation.

The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.

Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.

13.4 Payment in **Applicable** Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.5 Provisional Sums

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Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the

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Chief Engineer World Bank Project O/o lhe E.I.C.(C), Odisha, BBSR Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:

- (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
- (b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
 - the actual amounts paid (or due to be paid) by the Contractor, and
 - (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied.

The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.6 Daywork

For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

(a) the names, occupations and time of Contractor's Personnel.

the identification, type and time of Contractor's Equipment

and Temporary Works, and

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World Bank Projects, Odisha Chief E (Employer) World Bank Projec O/o the E.I.C.(C), Odisha, BBSR (c) the quantities and types of Plant and Materials used.

One copy of each statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.7 Adjustments for Changes in Legislation

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.8 Adjustments for Changes in Cost

In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.

If this Sub-Clause applies, the amounts payable/

amounts payable to the

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Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

Pn = a + b Ln/Lo + c En/Eo + d Mn/Mo + where:

"Pn" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract Data;

"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments:

"b", "c", "d", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials:

"Ln", "En", "Mn", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"Lo", "Eo", "Mo", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in

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the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

In cases where the "currency of index" (stated in the table) is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.

Until such time as each current cost index is available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price: whichever is more favourable to the Employer.

The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

14. Contract Price and Payment

14.1 The Contract Price

Unless otherwise stated in the Particular Conditions:

- (a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
- (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

(i) of the Works which the Contractor is required to

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execute, or

- (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
- (d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.
- (e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

The Employer shall make an advance payment, as an interestfree loan for mobilisation and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.

The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or itsfirst instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the

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Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:.

- (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent(30%) of the Accepted Contract Amount less Provisional Sums; and
- (b) deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 per cent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer] and Sub-Clause 19.6 [Optional Termination, Payment and Release], payable by the Contractor to the Employer.

14.3 Application for Interim Payment Certificates

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The Contractor shall submit a Statement in six copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

(a) the estimated contract value of the Works executed and the

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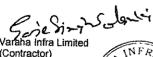
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- Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
- (b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
- (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data;
- (d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
- (e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
- (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
- (g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

- (a) the instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of subparagraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
- (b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
- (c) if these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to





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which progress is less or more than that on which the instalments were previously based.

If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.

The Engineer shall determine and certify each addition if the following conditions are satisfied:

- (a) the Contractor has:
 - kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
 - (ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and either:

- (b) the relevant Plant and Materials:
 - (i) are those listed in the Schedules for payment when shipped,
 - (ii) have been shipped to the Country, en route to the Site, in accordance with the Contract; and
 - (iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Engineer together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form

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or

- (c) the relevant Plant and Materials:
 - (i) are those listed in the Schedules for payment when delivered to the Site, and
 - (ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.

The additional amount to be certified shall be the equivalent of eighty percent of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any.

However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Contract-Data. In this event, the Engineer shall give notice to (the

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Contractor accordingly.

An Interim Payment Certificate shall not be withheld for any other reason, although:

- (a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.

14.7 Payment

The Employer shall pay to the Contractor:

- (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later:
- (b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor, within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and
- (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement, within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2.

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Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

14.8 Delayed Payment

If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued.

Unless otherwise stated in the Particular Conditions, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.

The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a

Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

However, if any work remains to be executed under Clause 11 [Defects Liability], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been

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executed.

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].

Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and provided by an entity approved by the Employer, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-On receipt by the Employer of the required Clause 4.2. guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

14.10 Statement at Completion

Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:

(a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate-for-the

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- (b) any further sums which the Contractor considers to be due, and
- (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

The Engineer shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

Within 56 days after receiving the Performance Certificate, the Contractor shallsubmit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require within 28 days from receipt of the said draftand shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the

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Chief Engineer, World Bank Projects, Odisha (Employer) Chief Engineev World Bank Project O/o the E.i.C.(C), Odisha, BBSR Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

Within 28 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shalldeliver to the Employer and to the Contractor, the Final Payment Certificate which shall state:

- (a) the amount which he fairly determines is finally due, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing under or inconnection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- (a) in the Final Statement and also
- (b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

(a) if the Accepted Contract Amount was expressed in Local Currency only:

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- (i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
- (ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
- (iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a)(i) above;
- (b) payment of the damages specified in the Contract Data, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- (c) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
- (d) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- (e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the central bank of the Country.

15. Termination by Employer

15.1 Notice to Correct

If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

15.2 Termination by Employer

The Employer shall be entitled to terminate the Contract if the Contractor:

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- (a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
- (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- (c) without reasonable excuse fails:
 - (i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
 - (ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it,
- (d) subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - for doing or forbearing to do any action in relation to the Contract, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract,

or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.

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Chief Engineer, World Bank Projects, Ödisha (Employer)

Chief Engineer World Bank Project O/o the E.J.C.(C), Odisha, BBSR The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:

- (a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims],
- (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or
- (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to

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the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.

15.5 Employer's Entitlement to Termination for Convenience

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Sub-Clause 16.2 [Termination by Contractor].

After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Corrupt or Fraudulent Practices

If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, subconsultants, services providers, suppliers and/or their employeeshas engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 15.2 [Termination by Employer].

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].

For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;

"Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

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- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
- (iii) "collusive practice" is an arrangement between two or more parties³ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁴ or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 1.15 [Inspections and Audits by the Bank].

16. Suspension and Termination by Contractor

16.1 Contractor's Entitlement to Suspend Work If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 2.4 [Employer's Financial Arrangements] or Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce

"Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

"Party" refers to a participant in the procurement process or contract execution.



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[&]quot;Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.

The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.2 Termination by Contractor

The Contractor shall be entitled to terminate the Contract if:

the Contractor does not receive the reasonable evidence within 42 days after giving notice under Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work] in respect of a failure to comply with Sub-Clause 2.4 [Employer's

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Financial Arrangements],

- ii) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- iii) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]),
- iv) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect theeconomic balance of the Contract and/or theability of the Contractor to perform the Contract,
- v) the Employer fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment],
- vi) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- vii) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.
- viii) In the event the Bank suspends the loan or credit from which part of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8[Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work, or (ii) terminate his employment under the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.
- ix) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment



Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

16.3 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Employer's Entitlement to Terminationfor Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- (a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works,
- (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.4 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:

- (a) return the Performance Security to the Contractor,
- (b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- (c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. Risk and Responsibility

17.1 Indemnities

The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

(a) bodily injury, sickness, disease or death, of any (person

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whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and

(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].

17.2 Contractor's Care of the Works The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.

After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible

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(Employer)
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for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Employer's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,
- (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,
- (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,
- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,
 - (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and
- (h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.

17.4 Consequences of Employer's Risks

If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shallpromptly give notice to the Engineer and shall rectify this loss or damage to

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the extent required by the Engineer.

If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (f) and (g) of Sub-Clause 17.3 [Employer's Risks], Cost plus profit shall be payable.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

- (a) an unavoidable result of the Contractor's compliance with the Contract, or
- (b) a result of any Works being used by the Employer:
 - for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - (ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the

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The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

17.6 Limitation of Liability

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4 (b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Material], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated), the Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

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17.7 Use of Employer's Accomodation/Facilities

The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18. Insurance

18.1 General Requirements for Insurances

In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the

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loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:

- (a) evidence that the insurances described in this Clause have been effected, and
- (b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the

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Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Employer's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.

The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

Unless otherwise stated in the Particular Conditions, insurances under this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually

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- (c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks],
- (d) shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Contract Data (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
- (e) may however exclude loss of, damage to, and reinstatement of:
 - a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in subparagraph (ii) below),
 - (ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
 - (iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and
 - (iv) Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.5 [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed,

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unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data, with no limit on the number of occurrences. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties,
- (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- (d) may however exclude liability to the extent that it arises from:
 - (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,
 - (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and
 - (iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's

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legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. Force Majeure

19.1 Definition of Force Majeure

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control.
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) munitions of war, explosive materials, ionisingradiation or contamination by radio-activity, except

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- as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 Duty to Minimise Delay

Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

19.4 Consequences of Force Majeure

If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for

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Works and Contractor's Equipment].

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Worksto relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 Optional Termination. Payment and Release

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure. then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- other Costs or liabilities which in the circumstances were (c) reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- the Cost of removal of Temporary Works and Contractor's (d) Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and

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the Cost of repatriation of the Contractor's staff and (e) labour employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstanceoutside the control of the Parties (including, but not limited to, Force Majeure) ariseswhich makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. Claims, Disputes and Arbitration

20.1 Contractor's Claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or/af another location acceptable to the Engineer. Without admitting

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the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

Each Payment Certificate shall include such additional payment for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until

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the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer it to the Dispute Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision].

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

20.2 Appointment of the Dispute Board

Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision]. The Parties shall appoint a DB by the date stated in the Contract Data.

The DB shall comprise, as stated in the Contract Data, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.

If the Parties have not jointly appointed the DB 21 days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members has been agreed by the Parties and is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the

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World Bank Project O/o the E.I.C.(C), Odisha, BBSR General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.

20.3 Failure to Agree on the Composition of the Dispute Board

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of Sub-Clause 20.2, [Appointment of the Dispute Board].
- (b) either Party fails to nominate a member (for approval by the other Party), or fails to approve a member nominated by the other Party, of a DB of three persons by such date.
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or
- (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment.

then the appointing entity or official named in the Contract Data shall, upon the request of either or both of the Parties and after

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due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

20.4 Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with,or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).

Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.

In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Board's Decision] and Sub-Clause 20.8 [Expiry of Dispute Board's

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If the DB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.

20.5 Amicable Settlement

Where notice of dissatisfaction has been given under Sub-Clause 20.4 above, bothParties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which a notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.

20.6 Arbitration

Unless indicated otherwise in the Particular Conditions, any dispute not settled amicably and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties:

- (a) For contracts with foreign contractors, international arbitration with proceedings administered by the institution appointed in the Contract Data, conducted in accordance with the rules of arbitration of the appointed institution, if any, or in accordance with UNCITRAL arbitration rules, at the choice of the appointed institution,
- (b) the place of arbitration shall be the city where the headquarters of the appointed arbitration institution is located.
- (c) the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language], and
- (d) For contracts with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and

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Chief Engineer, World Bank Projects, Odisha (Employer) Uniet Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

20.7 Failure to Comply with Dispute Board's Decision

In the event that a Party fails to comply with a final and binding DB decision, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.

20.8 Expiry of Dispute Board's **Appointment**

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place, whether byreason of the expiry of the DB's appointment or otherwise:

- Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply, and
- the dispute may be referred directly to arbitration under (b) Sub-Clause 20.6 [Arbitration].

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APPENDIX

A General Conditions of Dispute Board Agreement

1. Definitions

Each "Dispute Board Agreement" is a tripartite agreement by and between:

- (a) the "Employer";
- (b) the "Contractor": and
- (c) the "Member" who is defined in the Dispute Board Agreement as being:
 - (i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or
 - (ii) one of the three persons who are jointly called the "DB" (or "Dispute Board") and, where this is the case, the other two persons are called the "Other Members."

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract.
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of

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impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;

not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer

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Chief Engineer, World Bank Projects Odisha World B (Employer) O/o the E.I.C.(C), Odisha, BBSR regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;

- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).
- 5. General
 Obligations of the
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 Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding

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paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 days' notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
 - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);

(ii) each working day on Site visits, hearings or preparing

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- (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-

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half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity

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Chief Engineer World Bank Project O/o lhe E.I.C.(C), Odisha, BBSR thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

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PROCEDURAL RULES

Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

- (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
- (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Employer and the Contractor empower the DB, among other things, to:

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- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures, and
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.

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Section VIII. Particular Conditions (PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

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Part A - Contract Data

Conditions	Sub-Clause	Data				
Employer's name and address	1.1.2.2 & 1.3	Chief Engineer, World Bank Projects, Odisha, O/o the E.I.C(Civil), Odisha, NirmanSoudha, Unit-V Bhubaneswar – 751 001				
Engineer's name and address	1.1.2.4 & 1.3	Resident Engineer, LEA Associates South Asia Pvt. Ltd., Jagatpur-Chandbali Road Project, Near Underpass, NH-5A At:- Duhuria, P.O. Pandiri Dist-Kendrapara-754211 Phone: 06727-220077 Email:- laskendrapara@lasindia.com				
Bank's name	1.1.2.11	International Bank for Reconstruction and Development, (The World Bank)				
Borrower's name	1.1.2.12	Government of Odisha through Government of India				
Time for Completion	1.1.3.3	18 Months For achievement of Milestones, Refer to Summary of Sections at the end of this table				
Defects Notification Period	1.1.3.7	365 days.				
Sections	1.1.5.6	Refer to Table: Summary of Sections below				
Electronic transmission systems	1.3	Fax No- +91 674 239 0080 Email: pmuosrp@gmail.com				
Governing Law	1.4	Law in force in the Union of India.				
Ruling language	1.4	English				
Language for communications	1.4	English				
Time for the Parties entering into a Contract Agreement	1.6	28 days				
Time for access to the Site	2.1	Section-I Km 35/000 to Km 49/000shall be handed over for execution prior to issuance of advance payments under Clause 14.2.				

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Conditions	Sub-Clause	Data				
		Section-II Km 25/000 to Km 35/000 shall be handed over for execution within3 months of date of commencement of work. Within two weeks of handing over of each stretch, the contractor needs to examine and provide acceptance of receiving encumbrance free land or inform the employer, with details of encumbrances if any. The Employer may reschedule the above Sections before the handing over time mentioned above considering the ground conditions. However, it shall be ensured to maintain the length of the Sections as far as possible.				
Engineer's Duties and Authority	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 2% shall require approval of the Employerin aggregate subject to restrictions imposed pursuant to Sub-Clause 3.1 of Particular Conditions				
Performance Security	4.2	The performance security will be in the form of an unconditional Bank Guarantee and in the same currency(ies). If the Bank Guarantee is issued by a financial institution located outside India, such financial institution shall have a correspondent financial institution located in India. The performance security shall be for an amount as stated below. (a) 5 percent of the Accepted Contract Amount (b) Additional Performance Security of 5% of the accepted contract amount in case the contractor is a Joint Venture and (c) Additional Security for unbalanced bids determined in accordance with the CI.34.5 of ITB				

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Conditions	Sub-Clause	Data
Normal working hours	6.5	08:00 Hours to 18:00 Hours
		(Except otherwise stipulated by the Government of Odisha in exceptional climatic conditions.)
Commencement of Works	8.1 (c)	Possessions of sites shall be given as mentioned in Sub-Clause 2.1 above.
	8.1 (d)	Deleted
Delay damages for the Works	8.7 & 14.15(b)	Refer to Table: Summary of Sections below
Maximum amount of delay damages	8.7	10 % of the final Contract Price.
Provisional Sums	13.5.(b)(ii)	NIL
Adjustments for Changes in Cost	13.8	Period "n" applicable to the adjustment multiplier "Pn": 3 months
Total advance payment		5% Percentage of the Accepted Contract Amount payable in two equal installments in the currencies and proportions in which the Accepted Contract Amount is payable against Bank Guarantee. The first instalment shall be paid after due acceptance of encumbrance free land of Section-I mentioned in Sub-Clause 2.1 and after establishment of construction camp site by the contractor. The second instalment shall be paid after mobilization of 75% of the construction equipment and machinery at site as proposed by the contractor to be deployed in the works as per the work programme for the first six months. The Bank Guarantee(s) shall be for the amount equal to the advance to be paid to the contractor. The advance payment shall not be aninterest bearing advance.

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Conditions	C-1- C	
Conditions	Sub-Clause	Data
Repayment amortization rate of advance payment	14.2(b)	Repayment will begin when amount of work certified by the Engineer attains 30% of the Contract Price or six months whichever is earlier.
Percentage of Retention	14.3	10 %
Limit of Retention Money	14.3	5 % of the Accepted Contract Amount
Plant and Materials	14.5(b)(i)	Not Applicable
	14.5(c)(i)	Not Applicable
	14.5(c)(ii)	On the following materials, subject to maximum of 2% of the accepted contract amount against Bank Guarantee of equal value, at any point of time, as required for utilization in the permanent works subject to maximum of 35% of the contract amount. 1. Reinforced Steel 2. Processed Aggregates complying with the relevant specifications.
Minimum Amount of Interim Payment Certificates	14.6	 (i) Minimum INR 10 Million for the first three months. (ii) MinimumINR 30 Million from 4th to 6thmonth. (iii) Minimum INR 75 Million from 7th and onwards. The contractor's work programme shall be in commensurate with the above stipulations.
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	These financing charges shall be calculated at 1% over the PLR rate fixed by Reserve Bank of India to Commercial Banks for payment in local currencies (INR) and at 2% over the 3 month's London Inter Bank Offer Rate (LIBOR) for foreign currencies.
Maximum total liability of the Contractor to the Employer	17.6	The accepted contract amount
Periods for submission of insurance:	18.1	

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Conditions	Sub-Clause	Data				
a. evidence of insurance.		14 days				
b. relevant policies		28 days				
Maximum amount of deductibles for	18.2(d)	US\$ 5000 or Rs. 250,000 per occurence				
insurance of the Employer's risks						
Minimum amount of third party insurance	18.3	Rs. 50,00,000 per occurrence with unlimited number of occurrences				
Date by which the DB shall be appointed	20.2	90days after the Commencement date				
The DB shall be comprised of	20.2	Three Members from IRC panel				
List of potential DB sole members	20.2	None				
Appointment (if not agreed) to be made by	20.3	Secretary General of Indian Roads Congress.				
Rules of arbitration	20.6(a)	Rules and Procedures laid out for Arbitration & Reconciliation Act, 1996 of Government of India or any amendment thereof.				

Summary of Sections

The following table shows the time for completion and amount of delay damages to be paid by the Contractor for delaying completion of different sections. Such delay damage shall be recovered from the Contractor from the Interim Payment Certificates, in case the contractor fails to pay the delay damage due. In case the Contractor delays in achieving any of the milestone/milestones but completes the total work within total completion period, then the delay damages for delay in completion of a particular section paid by the Contractor/recovered from the IPCs of the Contractor and withheld shall be refunded back to the Contractor.

Section Name/Description (Sub-Clause 1.1.5.6)	Time for Completion (Sub-Clause 1.1.3.3)	Damages for Delay (Sub-Clause 8.7)		
Section-I: 14Kms as mentioned in Cl. 2.1	14(Fourteen) Months from Commencement of Works	INR. 316,000 per day		
Section-II: 10.00 Kmsas mentioned in Cl. 2.1	18(Seventeen) Months from Commencement of Works	INR. 226,000 per day		

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Part B - Specific Provisions

Clause 1.5 Priority of Documents

Delete sub paragraphs (a) to (i) in Sub-Clause 1.5 and substitute with the following:

- a. the Contract Agreement (if any),
- b. the Letter of Acceptance,
- c. the record of pre-award clarifications (if any),
- d. the letter of Tenderthe addenda
- e. the Particular Conditions- Part-A-Contract Data
- f. the Particular Conditions-Part-B-Specific Provisions,
- g. the General Conditions
- h. Works Requirement
- (a) Part-I General Specifications
- (b) Part-II-Supplimentary Technical Specifications including additional Technical Specifications.
- (c) Part-III-Technical Specifications for Building Work
- i. the Drawings
- (j) the Priced Bill of Quantities
- (k) the Environment Management Plan (EMP) and
- (I) any other documents forming part of the Contract

Sub-Clause 4.1 Contractor's General Obligations

Add the following at the end of 5th Paragraph.

Working Drawings / fabrication drawings for temporary works (such as form work, staging, centering, scaffolding, specialized construction, handling and launching facilities and the like), material list for structural fabrication as well as detailed drawings for anchorage and temporary support details for pre-stressing cables as well as bar bending and cutting schedules for reinforcement etc. shall be prepared by the Contractor at his own cost and forwarded in triplicate to the Engineer at least four weeks in advance of actual constructional requirements. The Engineer will scrutinize and return one copy of the same for the Contractor's use with amendments, if any, noted in red ink within two weeks of submission. Such approval shall not relieve the Contractor of any of his responsibilities in connection with temporary works. The Contractor will supply six copies of the approved drawings for the Engineer's use.

The cost of preparing all such items of work shall be deemed to have been included in the respective rates/prices quoted by the Contractor in the Bill of Quantities.

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	The Contractor shall ensure that his representative or Senior Site Representative attends all the periodic review meetings notified by the Engineer / Employer / Employer's Representative.
Clause 4.2 Performance Security	Substitute the words 'an entity and from within a country(or other jurisdiction)' starting in the 4th line of 2nd paragraph of Sub-Clause 4.2 with 'any Nationalized/ Scheduled Commercial Bank located in India or a Foreign Bank with counter guarantee from a Nationalized/ Scheduled Commercial Bank located in India'
Clause 4.4 Sub-Contractors	Replace the words 'the whole of Works' with 'more than 30% of the Works in terms of value including the Work subcontracted to'
Clause 4.7 Setting Out	Add the following paragraph after 1st paragraph of sub-Clause "The Contractor shall give to the Engineer not less than 48 (forty eight) hours notice of his intention to set out or give levels for any part of the Works so that timely arrangement may be made for checking or issuing instructions."
Clause 4.14 Avoidance of Interference	 Add the following paras (c), (d) and (e) after para (b) as follows: (c) In case, any operation connected with traffic necessitated diversion, obstruction or closure of any road, railway or any other Right of Way, the approval of the Engineer or the Engineer's Representative and the concerned authorities shall be obtained well in advance by the Contractor. (d) The Contractor shall so conduct his operations as to have under construction no greater length or amount of work than he can carry out efficiently with due regard to the convenience of the public. (e) The Contractor shall maintain the existing road in its normal condition suitable for the season of the year, from the time he commences the work on Site until the completion of the works. The Contractor's obligations shall be limited to the portions/ stretches/ structures handed over to him by the Employer. Other stretches not handed over to him shall be maintained by the Employer till handing over.
Sub-Clause 6.4 Staff and Labour	Add the following at end of Sub-Clause 6.4:
0 - 0 - 1	The employees of the Contractor and the Sub-contractor shall in

Variaba Infra Limited (Contractor)

Chief Engineer,
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Chief Employer)
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Clause 12.3 Evaluation	Replace '0.25%' with '1%' in sub-para (a) (ii) of Sub-Clause 12.3.
Clause 12.2	'Before the Works are taken over in accordance with this Clause 10, the Contractor shall supply all drawings as appropriate of the Work as-built. Unless otherwise agreed, the Work shall not be considered to be completed for the purpose of Taking Over until such drawings have been approved by the Engineer and submitted to the Employer.'
Clause 10.1 Taking Over of Works and Sections	Add the following additional paragraph after second paragraph of Sub-Clause 10.1:
	Delete sub paragraph (a) of Sub Clause 8.3 and replace with the following: (a) the order in which the Contractor intends to carry out the works including; i) A detailed works programme indicating the anticipated timing of each stage of construction. ii) A detailed mobilization programme with all principal mobilization events including the anticipated timing of procurement, delivery to site, construction, erection and commissioning, provision of facilities for the Employer's and Engineer's personnel, mobilization of key personnel, etc. This programme will provide the basis for the stage release of advance payments as prescribed under Clause 14.2.
Clause 8.3 Programme	Insert the words 'for his consent in five hard copies and 2 versions on compact discs' after 'Engineer' in the 1st sentence of Sub-Clause 8.3.
Sub-Clause 7.3 Inspection	Amend the first line of last para as follows: The Contractor shall give "not less than48 (forty eight) hours" notice to the Engineer whenever any
	given in Annexure A-1 for reference purpose. The contractor and sub contractor shall comply with the safety and welfare provisions as detailed in Annexure A-II
	point of time. Salient features of some major Labour Laws applicable to establishments engaged in Construction of Civil Works are
	no case be treated as the employees of the Employer at any

Varaha Infra Limited (Contractor)



Add the following after sub-para (a) (iv): (a) (v)No change in the rate for any item contained in the BOQ shall be considered in case of any decrease in the actual quantity of work executed. Sub-Clause 14.1 The Contract Price Add (e) Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract of the sole purpose

of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale(s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.

Clause 14.13
Issue of Final Payment
Certificate

Replace the word '28' with '42' in the 1st sentence of 1st paragraph of Sub-Clause 14.13

Replace the word '28' with '42' in the last paragraph of Sub-

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	(1)			
	Clause 14.13			
Clause 14.15 Currencies of Payment	Replace sub paragraph (e) of sub-Clause 14.15 with the following: 'if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and shall be average buying and average selling rate of the foreign currency determined by the Reserve bank of India.			
	determined by the Reserve bank of India.			
17.2 Contractor's Care of the Works	Add the following after end of para: (A) Failure to Maintain the Road during construction			
	The contractor's obligations for maintenance of the road stretches shall be limited to the portions/ stretches/ structures handed over to him by the Employer. Other stretches not handed over to him shall be maintained by the Employer till handing over.			
	In case of failure to execute the same, the following amount shall be deducted from the payment certificates of the contractor. 1. Road Surface: In case of failure to maintain the road surface pot hole free, a penalty shall be levied at the rate Rs.1500/- per km per day.			
	2. Shoulders: In case of failure to maintain the shoulders, a penalty shall be levied at the rate Rs.500/- per km per day.			
	(B) Failure to take up Road Safety measures during construction			
	The Contractor has to follow all traffic safety measures as defined in the Technical Specifications. In case of failure to execute the same, the work shall be taken up by the department through other agency, and the following amount shall be deducted from the payment certificates of the contractor.			
TO A STATE OF THE	Deduction for non-performance			
	1.Diversion:- (a) Rs. 1,20,000/- per location plus Rs.1500/- per day per location towards maintenance from the date of installation till removal of the diversion (b) A penalty of Rs.5000/- per day per location shall be imposed from			
'a Ginga Solgalei	the date of occurrence till installation of the safety			

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items.

- 2.Part Road Barricading:- (a) Rs. 75,000/- per location of 250 mtr. or less plus Rs.1500/- per day per location towards maintenance from the date of installation till completion of the stretch (b) A penalty of Rs.5000/- per day per location shall be imposed from the date of occurrence till installation of the safety items.
- (C) <u>Failure to adhere to Environmental Mitigation Measures</u> <u>during construction</u>

The Contractor has to follow all Environmental Mitigation Measures as defined in the Technical Specifications . A penalty shall be levied at the rate indicated below for non-conformity of the following items.

- 1. Not filling up of the post of Environment and Safety Officer-Penalty @ Rs. 50,000/- per month
- 2. No proper sanitation & waste disposal arrangements at the labour camp site- Penalty @ Rs. 10,000/- per single violation compounded to Rs. 50,000/- at any single instance
- 3. No dust control measures at site-Penalty @ Rs. 5,000/- per location per single violation compounded to Rs. 50,000/- at any single instance
- 4. No pollution and / or noise control of crusher, hot mix plant, batch mix plant- Penalty @ Rs. 10,000/- per single violation compounded to Rs. 50,000/- at any single instance
- 5. Improper disposal of debris/ residues- Penalty @ Rs. 10,000/- per single violation compounded to Rs. 50,000/- at any single instance
- 6. Spillage of oil at camp site not arrested-Penalty @ Rs. 10,000/- per single violation compounded to Rs. 50,000/- at any single instance
- 7. Persons not using Personal Protective Equipments (PPE)-Penalty @ Rs. 200/- per single violation per person
- 8. Burrow area/ quarry management not done- Penalty @ Rs. 10,000/- per location per instance.

Clause 20.6 Arbitration

Substitute sub paragraph (a) with the following:

(a) A dispute with an Indian Contractor shall be finally settled by arbitration in accordance with the Arbitration & Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 (three) Arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and

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shall act as Presiding Arbitrator. In case of failure of the two Arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed in the last, the Presiding arbitrator shall be appointed by the Appointing Authority as specified in the Bid Data Sheet. For the purposes of this Sub-Clause, the term"Indian Contractor" means a Contractor who is registered in India and is a juridical person created under Indian law as well as a joint venture between such a Contractor and a Foreign Contractor.

In case of a dispute with a Foreign Contractor, the dispute shall be finally settled in accordance with the provisions of UNCITRAL Arbitration Rules. For the purposes of this Sub-Clause, the term "Foreign Contractor" means a Contractor who is not registered in India and is not a juridical person created under Indian Law.

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Annexure-AI

Salient features of some major Labour Laws applicable to establishments engaged in Construction of Civil Works

(i) Workmen Compensation Act, 1923

The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(ii) Payment of Gratuity Act, 1972

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) Employees' PF and Miscellaneous Provisions Act, 1952

The Act provides for monthly contributions by the employer plus workers @10 % or 8.33 %. The benefits payable under the Act are:

- (a) Pension or family pension on retirement or death as the case may be.
- (b) Deposit linked insurance on the death in harness of the worker.
- (c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act, 1951

The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(v) Contract Labour (Regulation and Abolition) Act, 1970

The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The principal employer is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments or Contractor of principal employer if they employ 20 or more contract labour.

(vi) Minimum Wages Act, 1948

The employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employment.

(vii) Payment of Wages Act, 1936

It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

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(viii) Equal Remuneration Act, 1979

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and not for making discrimination against Female employees in the matters of transfers, training and promotions etc.

(ix) Payment of Bonus Act, 1965

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing Rs. 3,500/- per month or less. The bonus to be paid to employees getting Rs. 2,500/- per month or above up to Rs.3, 500/- per month shall be worked out by taking wages as Rs.2, 500/- per month only. The Act does not apply to certain establishments. The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.

(x) Industrial Disputes Act, 1947

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(xi) Industrial Employment (Standing Orders) Act, 1946

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer on matters provided in the Act and get the same certified by the designated Authority.

(xii) Trade Unions Act, 1926

The Act lays down the procedure for registration of trade unions of workmen and employees. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(xiii) Child Labour (Prohibition and Regulation) Act, 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

(xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act, 1979The Act is applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has

recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc

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(xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and The Building and Other Construction workers Welfare Cess Act of 1996

All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay Cess @ 1% of the cost of construction as notified by the Labour and Employment Department, Government of Odisha vide Resolution dated December 15, 2008. The employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodation for Workers near the workplace etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(xvi) The Factories Act, 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

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Annexure-A II

Safety & Welfare Provisions for labour to be employed by the Contractor

All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of such equipment by those concerned.

1. Safety Provisions:

The Contractor shall comply with all the precautions as required for the safety of the workmen.

- (i) All workmen at site shall be provided with safety helmets and yellow/orange jackets. Workmen required on site during night hours shall be provided with fluorescent yellow jackets with reflective lopes.
- (ii) Workers employed on mixing asphaltic materials, cement, lime mortars, concrete etc. shall be provided with protective footwear, protective goggles.
- (iii) Those engaged in handling any material, which is injurious to the eyes, shall be provided with protective goggles.
- (iv) Those engaged in welding works shall be provided with welder's protective eye-shield.
- (v) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (vi) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except for such short period work as can be done safely from ladders. When a ladder is used, an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder, which shall be given an inclination not steeper than 1/4 to 1.
- (vii) Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the support or structure.
- (viii) Working platforms, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if the height of any platform or gangway or stairway is more than 3.25 metres above ground level or floor level, it shall have closely spaced boards, have adequate width and be suitably provided with guard rails as described in (ii) above.
- (ix) Every opening in the floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one metre.

(x) Safe means of access and egress shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in

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length. The width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 metres in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm.

- (xi) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear the expenses of defending every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- (xii) Excavation and Trenching: All trenches, 1.5 metres or more in depth, shall at all times be supplied with at least one ladder for each 20 metres in length or fraction thereof. Ladders shall be extended from the bottom of the trench to at least 1 metre above the surface of the ground. The sides of a trench, which is 1.5 metres or more in depth shall be stepped back to provide a suitable slope, or be securely held by timber bracing so as to avoid the danger of side collapse. Excavated material shall not be placed within 1.5 metres of the edge of any trench or half the depth of the trench, whichever is more. Excavation shall be made from the top to the bottom. Under no circumstances shall undermining or undercutting be done.
- (xiii) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are open and manholes are ventilated at least for an hour before workers are allowed to go into them. Manholes so open shall be cordoned off with suitable railing and provide warning signals or boards to prevent accidents to the public.
- (xiv) Demolition: Before any demolition work is commenced and also during the process of the work:
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus, which is liable to be a source of danger other than a cable or apparatus used by operators, shall remain electrically charged:
- c) All practical steps shall be taken to prevent danger to persons employed by the Employer, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- (xv) When work is performed near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- (xvi) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:
- (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order be regularly inspected and properly maintained.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from defects.

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- (c) For every hoisting machine and every chain hook, shackle, swivel and pulley block used in hoisting, lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine or a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to in the paragraph above shall be loaded beyond safe working load except for the purpose of testing
- (xvii) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce the risk of accident during descent of load to the minimum. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other material which are good conductors of electricity.
- (xviii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- (xix) These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work location. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
- (xx) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his Representative.
- (xxi) Notwithstanding anything contained in condition (i) to (xv) above, the Contractor shall remain liable to comply with the provisions of all acts, rules, regulations and bylaws for the time being in force in India and applicable in this matter.

The Contractor shall be responsible for observance, by his sub-contractors, of the foregoing provisions.

2. Labour Welfare Provisions:

(i) First Aid:

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilised dressings and sterilised cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

(ii) Accommodation for Labour:

The Contractor shall during the progress of the work provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense to standards and scales approved by the Engineer.

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(iii) Drinking Water:

In every workplace, there shall be provided and maintained at suitable places easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage tanks where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 metres from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of any latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust proof and waterproof.

A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection, which shall be done at least once a month.

(iv) Washing and Bathing Places:

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

(v) Scale of Accommodation in Latrines and Urinals:

There shall be provided within the precincts of every workplace, latrines and urinals in an accessible place, and the accommodation, separately for each for these, shall not be less than at the following scale:

No. of Seats

- (a) Where number of persons does not exceed 50 2
- (b) Where number of persons exceed 50 but does

not exceed 100 3

(c) For additional persons per 100 or part thereof 3

In particular cases, the Engineer shall have the power to increase the requirement, wherever necessary.

(vi) Latrines and Urinals:

Except in workplaces provided with water-flushed latrines connected with a water borne sewage system, all latrines shall be provided with dry-earth system (receptacles) which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only", shall be provided. Those for men shall be similarly marked "For men only". A poster showing the figure of a man and a woman shall also be

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exhibited at the entrance to latrines for each sex. There shall be adequate supply of water, close to latrines and urinals.

(vii) Construction of Latrines:

Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least a thatched roof.

(viii) Disposal of Excreta:

Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical health and municipal or cantonment authorities. Alternatively, excreta may be disposed of by putting a layer of night soils at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer to effect proper disposal of soil and other conservancy work in respect of Contractor's work-purpose or employees on the site. The Contractor shall be responsible for payment of any charges, which may be levied by municipal or cantonment authority for execution of such work on his behalf.

(ix) Provisions of shelters during rest:

At every workplace, there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women labour. The height of each shelter shall not be less than 3 metres from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.

(x) Crèches:

At a place where women are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be a maidservant in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health a municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

(xi) Canteen:

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

(xii) Planning, siting and erection of the above mentioned structures shall be approved by the Engineer or his Representative and the whole of such temporary accommodation shall at all times

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during the progress of the Works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer or his Representative and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the Site.

On completion of the Works, the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of the site left clean and tidy, at the Contractor's expense, to the entire satisfaction of the Engineer.

(xiii) Anti-malarial precautions:

The Contractor shall, at his own expense, conform to all anti malarial instructions given to him by the Engineer, including filling up any borrow pits which may have been dug by him.

(xiv) Awareness and Education of HIV/AIDS

The contractor shall provide/carryout HIV/AIDS awareness and training programme `to its labour and management, at least twice per year during the construction period.

(xv) Child Labour Prohibition

The contractor shall not employ Child Labour for any works or in any manner under the Contract at any time. In the event that the Contractor uses child labour, the Employer shall terminate the Contract.

(xvi) Amendments:

The Employer may, from time to time, add to, or amend these Rules and issue such directions as it may be considered necessary for the proper implementation of these Rules or for the purpose of removing any difficulty, which may arise in the administration thereof

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Section IX. Annex to the Particular Conditions - Contract Forms

Table of Forms

Performance Securityii
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Retention Money Securityviii

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Performance Security

Option 1: (Demand Guarantee)

***************************************		[Bank's Name, and Ad	ldress of Issuing Branch or Office]
Beneficiary:		[Name and Address of I	Employer]
Date:	1		
PERFORMA	NCE GUARANTE	E No.:	
		[name of or tract No or the execution of ereinafter called "the Co	Contractor] (hereinafter called "the [reference number of the contract] [name of ontract").
Furthermore, w guarantee is req	e understand that, acuired.	ecording to the condition	ns of the Contract, a performance
currencies in when writing accompobligation(s) under the s	hich the Contract Pri- anied by a written s der the Contract, wit um specified therein.	ce is payable, upon recestatement stating that the chout your needing to pre-	name of Bank] hereby irrevocably total an amount of e in the types and proportions of the types and proportions of the contractor is in breach of its rove or to show grounds for your
this guarantee in a g	shall expire, no later t must be received by	than the Day of us at this office on or b	, 2 ² , and any demand for before that date.
acceptable to the Insert the date event of an extreme extension of this the expiration and ding the follow one-time extens Employer's write expiry of the guidal acceptance of the guidal acceptance of the guidal acceptance of the sure of the guidal acceptance of the guidal acceptance of the sure of the guidal acceptance of the guidal acceptance of the sure of the guidal acceptance of the sure of the	the Employer. It is a Employer.	e currency(cies) of the Con the expected completion date, impletion of the Contract, the trantor. Such request must be arantee. In preparing this gu the end of the penultimate pa	of the Contract Price specified in the tract or a freely convertible currency. The Employer should note that in the Employer would need to request an e in writing and must be made prior to the tractionary of the Employer might consider tragraph: "The Guarantor agrees to a months] [one year], in response to the presented to the Guarantor before the
raha Infra Limited ontractor)	AR INFRA	Page 142 of 149	Chief Engiheer, World Bank Projects, Ödisha (Emploxer)

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Varaha Infra Limited (Contractor)



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Option 2: Performance Bond

By this Bondand	as	Principal	(hereinafter	called	"the (
(hereinafter called "the Surety"), are he as Obligee (hereinafter called "the Emp the payment of which sum well and currencies in which the Contract Price themselves, their heirs, executors, ad severally, firmly by these presents.	loy trul	er") in the	amount of nade in the	types an	. 1	du.	for of
WHEREAS the Contractor has entered in day of accordance with the documents, plans, spextent herein provided for, are by references the Contract.		20, ifications	for				in

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Varaha Infra Limited (Contractor)

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Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

	ntractor has hereunto set his hand and at ents to be sealed with his corporate sea cative, this day of	
SIGNED ON	on behalf of	
Ву	in the capacity of	
In the presence of		
SIGNED ON	on behalf of	
Ву	in the capacity of	
In the presence of		

Varaha Infra Limited INFRA (Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Advance Payment Security

Demand Guarantee

	[Bank's Name, and Addre	ess of Issuing Branch or Office]
Beneficiary:	[Name and Address of Emp	oloyer <i>]</i>
Date:		
ADVANCE PAYMENT GUA	ARANTEE No.:	
We have been informed that	[name of Control Noith you, for the execution of forks/(hereinafter called "the Control of	tractor] (hereinafter called "the [reference number of the [name
Furthermore, we understand the payment in the sum divance payment guarantee.	at according to the condition.	
At the request of the Contractor indertake to pay you any sum amount in figures [() [amount in we companied by a written stater inder the Contract because the contract of the costs of mobilization in response.	masy upon receipt by us of y nent stating that the Contractor Contractor used the advance par	your first demand in writing
is a condition for any claim ar ayment referred to above must	have been received by the Con	e to be made that the advance tractor on its account number
he maximum amount of this gulvance payment repaid by the ayment certificates which shall bon our receipt of a copy of ercent of the Contract Price ha	be presented to us. This guarar	pies of interim statements or ntee shall expire, at the latest,
The Guarantor shall insert an amo either in the currency(ies) of the accurrency acceptable to the Employe	ount representing the amount of the a dvance payment as specified in the C r.	Contract, or in a freely convertible
aha Infra Limited INFRA	Page 146 of 149	Chief Engineer, World Bank Projects, Odisha (Employer)

2___,² whichever is earlier.Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

(Contractor)



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Chief Engineer, World Bank Projects Odisha (Employer)

Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response-to-the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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Varaha Infra Limited

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Retention Money Security

Demand Guarantee

	[Bank's Name, and A	Address of Issuing Branch or Office]
Beneficiary:	[Name and Address of	
Date:	<i>y</i>	Employer
RETENTION MONEY GU	ARANTEE No.:	
We have been informed that Contractor") has entered in contract/dated	name of the contract No. with you, for the execution of the works/(hereinafter called "the	Contractor] (hereinafter called "the [reference number of the f [name]
Furthermore, we understand Taking-Over Certificate has been certified for Money has been certified for Moneyorifthe amount guarant. Certificate is issued is less than	that, according to the condi- deen issued for the Works are payment, payment of [insert area and area the Performance of the half of the Retention Money,	itions of the Contract, when the ad the first half of the Retention thesecond half of the Retention Guarantee when the Taking-Over the
ccompanied by a written state.	ment stating that the Contrac	otal an amount of f your first demand in writing tor is in breach of its obligation payment for purposes other than
is a condition for any claim an f the second half of the Retention	d payment under this guarant on Money referred to above	tee to be made that the payment must have been received by the
amount guaranteed under the D	tion Money, the difference between	e second half of the Retention Money when the Taking-Over Certificate is half of the Retention Money and the ed either in the currency(ies) of the or in a freely convertible currency
ana Infra Limited INFRA	Page 148 of 149	Chief Engineer, World Bank Projects, Odisha (Employer) Chief Engineer World Bank Project
		7/0 the F.I.C.ICI Odisha, BBSR

Volume-II. General Conditions OSRP-CW-1CB-P04A2 ix				
Contractor on its account number	at	[name and address of		
This guarantee shall expire, at the lates received a copy of the Performance Cerdemand for payment under this guarantee that date.	rtificate issued by	the Engineer Consequently, any		
This guarantee is subject to the Uniform I 458.	Rules for Demand	Guarantees, ICC Publication No.		
[signature(s)]				

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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Chief Engineer, World Bank Projects, Odisha (Employer)

AGREEMENT No. 05 of 2015-16



GOVERNMENT OF ODISHA WORKS DEPARTMENT

PACKAGE No. OSRP-CW-ICB-P04A2

For

Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)

under

Odisha State Roads Project

between

Chief Engineer, World Bank Projects, Odisha on behalf of
Odisha Works Department, Government of Odisha

and

M/s Varaha Infra Ltd.,

Umesh Smriti, 6 Jalam Vilas Scheme, Paota B Road, Jodhpur- 342006, Rajasthan, India Tel: +91-291-2556877, Fax: +91-291-2553861 E-mail: vccjodhpur@gmail.com

[VOLUME-III: Specifications]

Agreement Value: Rs. 97,89,97,903

Project Management Unit, Odisha State Roads Project Office of the Engineer-in-Chief (Civil), Odisha, Nirman Soudha, Keshari Nagar, Unit — V, Bhubaneswar — 751 001

December 23, 2015

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Scope of Works

1. BACKGROUND

- 1.1 The Government of Odisha through Government of India has signed for financial assistance in the form of a Loan from the International Bank for Reconstruction and Development (the World Bank) for the Odisha State Roads Project. Part of this financial assistance will be applied towards civil works for the widening and strengthening of about 310 km of State Highways (SH).
- 1.2 The executing agency for the Odisha State Road Project is the Works Department, Odisha (OWD). The OWD has established a Project Management Unit (PMU) exclusively to be in-charge of the Odisha State Road Project. The PMU is headed by the Chief Engineer, World Bank Projects, Odisha assisted by appropriate professional and support staff.
- 1.3 The proposed construction packages to be taken up is as follows:

SI.	Package No.	Name of the Road	Approxima te Length of Constructio n in Km	Period of Constructi on
1	OSRP-CW-ICB- P04A2	Nischintakoili to Duhuria (Km 25/0 to Km 49/0 of MDR - Balance work).	24 kms	18 Months

Geographical & Climatic Information

1.3.1 Nischintakoili - Duhuria

This road is located in the easthern part of Odisha. The total length of the road in this year-II package, is 24 km. The terrain is plain. The major stretch of road is located in Cuttack and kendrapada districts, however a little stretch is also located in bhadrak district. This area experiences rainfall of average 1600mm per annum and bulk of the rainfall occurs during June to October, which is the monsoon period in Odisha. Highest temperature in the area during, March to May is 45 degree Celsius and the temperature dips to the lowest of 10 degree Celsius during winter season. This project stretch passes through Nischintakoili, Chandol, Sukarapada, Duhuria (NH Jn. before Kendrapara) major villages/semi urban area. Principal rivers in the area are river Mahanadi, which runs parallel to the project road for certain distance.

2.0 WORKS

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The civil works will comprise of the following, as required, mostly on existing alignments.

Improvement of road geometry;

Raising & Widening of embankments considering drainage and road geometry

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Chief Engineer, World Bank Projects, Odisha (Employer)

- c. Sub base, base and bituminous pavement with limited concrete pavements in built up areas and toll plazas;
- d. Widening of carriageway and shoulders;
- e. Improvement of side drainage & improvement to or replacement and widening of culverts;
- f. Repair and rehabilitation of bridges;
- g. Construction of new Culverts and Bridges;
- h. Traffic safety features;
- Road signs and road markings;
- j. Environmental protection and management measures during construction stage;
- k. Traffic diversion and management during the construction;
- 1. Routine Maintenance of Project Corridors during the construction period;
- m. Construction and maintenance of Diversion roads

The Chief Engineer, World Bank Projects, Odisha on behalf of the Government of Odisha in Works Department, now wishes to engage a Contractor/ Joint Venture of Construction Firms of multi-disciplinary international and local expertise (hereafter the "Contractor"), to carry out construction work of the proposed project in accordance with the conditions of Contract.

The supervision of the civil works will be carried out by qualified consultants with satisfactory experience in implementing projects of similar nature and size.

3. REPORTING REQUIREMENTS

The Contractor shall prepare and submit to the Employer along with soft copy of each of the following reports:

SI	Document	Number of Copies	Time
1	Work Programme	3	Four weeks after commencement of Works.
2	RFI Database month wise in the Interim Payment Applications.	3	Four weeks after commencement of Works.
3	Sectional/Substantial Completion Reports*	3	After substantial completion

*SECTIONAL AND SUBSTANTIAL / FINAL COMPLETION REPORTS

The Contractor will prepare a comprehensive final Completion Report for each defined section of the construction contract, after such sections reach a stage of substantial completion during the period of the services. These reports must be submitted immediately after the completion of the work by the contractor and before taking over of such sections by the Employer. The report shall incorporate summary of the method of construction, as built construction drawings, problems encountered & solutions undertaken thereon.

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(Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Technical Specifications

GENERAL TECHNICAL REQUIREMENTS

1.0. GENERAL REQUIREMENTS

The Technical Specifications in accordance with which the entire work described hereinafter shall be constructed and completed by the Contractor, and comprise of the following:

1.1 PART – I - General Technical Specifications

The General Technical Specifications shall be the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" (FIFTH REVISION – 2013), as corrected in the original issued by the Ministry of Shipping, Road Transport & Highways(MORTH), Government of India and published by the Indian Roads Congress (IRC), with a cross reference to relevant Bureau of Indian Standards (BIS) for materials or other aspects not covered by the IRC.

1.2 PART - II - Supplementary Technical Specifications

The Supplementary Technical Specifications shall comprise various Amendments/Modifications/Additions to the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" referred to in PART - I above and also **Additional Specifications** for particular item of works not already covered in PART-I.

- 1.2.1 A particular Clause or a part thereof in "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (FIFTH REVISION 2013)" as corrected in the original referred in PART I above, where Amended/Modified/Added upon, and incorporated in PART-II, referred to above. Such Amendment/Modification/Addition supersedes the relevant Clause or part of the Clause.
- 1.2.2 When an Amended/Modified/Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the Amended/Modified/Added Clause or part thereof.
- 1.2.3 In so far as Amended/Modified/Added Clause may come in conflict or be inconsistent with any of the provisions of the said Specifications under reference, the Amended/Modified/Added Clause shall always prevail.
- 1.2.4 The Additional Specifications shall comprise specifications for particular item of works not already covered in PART I.
- 1.2.5 The Sub-Clauses of the following Sections in the "Specifications for Road and Bridge Works (FIFTH REVISION 2013) have been amended/modified/added upon 100, 300, 400, 500, 600, 800, 900, 1000, 1500 & 2800.

1.2.6 In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC and IS in that order. Where even these are silent, the construction and

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Chief Engineer, World Bank Projects, Odisha (Employer)

- completion of the works shall conform to sound engineering practice as approved by the Engineer and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.
- 1.2.7 The provisions of special conditions of contract, those specified elsewhere in the tender document, as well as execution drawings and notes, or other specifications issued in writing by the Engineer shall form part of the technical specifications of this project.
- 1.3 PART III- Specifications for Building Works
- 1.4 PART IV- Specifications and Guidelines for Environment Mitigation Plan

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Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer

PART - I

The General Technical Specifications shall be the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" (FIFTH REVISION - 2013), as corrected in the original issued by the Ministry of Road Transport & Highways(MORTH), Government of India and published by the Indian Roads Congress (IRC), with a cross reference to relevant Bureau of Indian Standards (BIS) for materials, testing acceptance or other such aspects not covered by the IRC.

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Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

PART- II SUPPLEMENTARY TECHNICAL SPECIFICATION

(AMENDEMENTS/ ALTERATIONS/ MODIFICATIONS/ ADDITIONS/DELETIONS TO EXITING CLAUSES OF GENERAL TECHNICAL SPECIFICATIONS-PART-I)

SECTION 100

GENERAL

Clause 102

Definitions

The following abbreviations shall be added in this Clause.

"MORTH"

- Ministry of Road Transport & Highways

"WBM"

- Water Bound Macadam

"WMM"

- Wet Mix Macadam

"MDD"

- Maximum Dry Density (as per IS: 2720-Part 8)

"OMC"

- Optimum Moisture Content

Wherever in the Specification, the phrase "Condition of Contract" is Mentioned, it shall mean Conditions of Contract part-I and II Contained in Section.. of Bidding Documents.

Clause 103

Add at the end of the clause

The latest edition of these standards or any other relevant standards till 30 (thirty) days before the final date of submission of the tender shall be adopted.

Clause 105

Scope of Work

Clause 105.3

Add the following below the existing clause

The contractor shall establish, adhere to monitor and maintain an adequate Quality Management Plan (QMP).

The QMP shall provide input to the overall project management plan and shall include quality control, quality assurance, and continuous process improvement approaches for the project. The QMP shall cover the quality assurance aspects of all services rendered, all items to be supplied and all construction activities to be performed under the Contract, also including temporary structures and equipment which will influence the quality of the completed works or the progress of the Contract.

The QMP shall provide input to the overall project management plan and shall include Quality Control Checklists, Quality Assurance Plan, and continuous process improvement approaches for the project. The QMP shall be reviewed by the Engineer to ensure that decisions are based on accurate information and to assure reduction of cost and

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Chief Engideer, World Bank Projects, Odisha (Employer)

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schedule overruns caused by *rework*. The Contractor's Quality Assurance Plan describes the methods and procedures which the Contractor will apply for the execution of the Contract, including how the contractor will:

- (a) identify the quality requirements specific to the contract,
- (b) plan and execute the work to satisfy those requirements
- (c) inspect and/or test the work to ensure compliance with the quality requirements
- (d) ensure strict document control and structured filing of contract administration documents
- (e) record and monitor the results as evidence of compliance
- (f) monitor the material supply and delivery processes;
- (g) ensure the ability to trace materials incorporated in the works;
- (h) undertake testing and measurement requirements;
- (i) provide evidence of testing apparatus being recently calibrated;
- (j) demonstrate manufacturer's specification confirming compliance of materials;
- (k) record of required testing, measurement and design sheets;
- (l) document all non-conformances and ensure that prompt action is taken to correct non-compliance.

The Contractor's Quality Management Plan must clearly describe the systems, procedures and methods that will be used to deliver and monitor compliance of the Services.

The QMP shall also cover subjects listed below:

- Organization and Management Responsibility
- Document and data control
- Construction programme
- Method statements
- Process Control
- Working, inspection, testing and documentation procedures
- · Safety and emergency procedures
- Control and documentation of purchasing and handling of materials
- Non-conformity and corrective action.
- Internal quality audits
- Servicing
- Education and training of staff
- Site Environment Plan

Varaha Infra Limited (Contractor)

Chier Endineer, World Bank Projects, Odisha (Employer)

The general procedures of the QMP shall be submitted to the Employer and Engineer for approval not later than TWENTY EIGHT DAYS after the date of receipt of letter of acceptance. The special part of the QMP shall be submitted successively to the effect that it shall have been approved prior to the commencement of the activities to which the program shall apply.

Clause 105.4

Add the following sentence

"If the Quality Assurance plan of the project as finalized and approved by the Engineer demands other time schedule for various submissions and approvals, the QA plan requirement will prevail".

Clause 107

Contract Drawings

Clause 107.3

Add the following after the end of the para

After careful study of the drawings issued by the Engineer, the Contractor shall, prepare, where necessary all supplementary and working drawings with necessary field/construction information and check for adequacy of construction methods and procedure etc. and shall submit the same to the engineer for approval prior to construction. Engineer shall be given not less than 7 days for review of these supplementary/working drawings and as directed, the contractor shall modify the drawings incorporating the comments and requirements of the Engineer.

Clause 111

Precautions for Safeguarding the Environment

This whole clause shall be modified by following.

Clause 111.1

General

The clause shall be read as follows

The contractor shall take all precautions for safeguarding the environment during the course of the construction of works. He shall abide by all rules, regulations and laws in force governing pollution and environmental protection that are applicable to the area where the works are situated.

On completion of the Works, all areas disturbed by the Contractor's construction activities shall be restored in their original condition, or as per the plan agreed prior to commencement of construction activities.

The cost of this work shall be deemed to be included in the rates, unless specifically mentioned in the contract.

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Clause 111.2 Borrow pits for Embankment Construction

The clause shall be read as follows

Borrow pits shall not be dug within the Right-of-Way of the road. The contractor will submit a burrow area management plan before opening up any borrow area to ensure the schedules of his excavation activities, safety arrangements during operation and rehabilitation after closure of the burrow pit. The contractor shall operate strictly adhering to the Burrow Area Management Plan.

The Contractor will ensure that proper excavation techniques are used to improve stability and safety of the borrow area. The excavation shall be carried out in such a way that the area does not inundate during monsoons and generate cesspools of water for breeding site. The stipulations in Clause- 305.2.2 shall govern.

The cost of such safety and rehabilitation work shall be deemed to be included in the rates, unless specifically mentioned in the contract. Failure to adhere to the Environmental Mitigation Measures during construction will attract penalty as mentioned in the Contract data serial no. 37(c).

Clause 111.3 Quarry Operations

The clause shall be read as follows

The contractor shall obtain material from licensed quarries only after the consent of the Revenue department or other concerned authorities. The quarry operations shall be undertaken within the purview of the rules and regulations in force. Contractor shall ensure scheduling the movement of transport carrying material to and from site during non-peak hours. The contractor will ensure the schedules of his activities, safety arrangements during operation and rehabilitation after closure of the quarry. The contractor shall operate strictly adhering to the Burrow Area Management Plan.

The trucks carrying all types of construction material shall be covered with tarpaulin to prevent spillage and air pollution. Stockpiling of material shall be properly planned so as to ensure that no traffic jam takes place on the highway. In no case overloading than the allowable capacity of vehicle shall be permitted.

The cost of such safety and rehabilitation work shall be deemed to be included in the rates, unless specifically mentioned in the contract. Failure to adhere to the Environmental Mitigation Measures during

Varaha Infra Limited (Contractor) INFRA

Cifief Engineer, World Bank Projects, Odisha (Employer) construction will attract penalty as mentioned in the Contract data serial no. 37(c).

Clause 111.5

Pollution from Hot Mix Plants and Batching Plants

Add the following paragraph at the end of this Sub-clause.

The contractor shall ensure that noise, vibrations and emission conforms to the regulatory norms and be fitted with dust extraction unit. Failure to adhere to the norms will attract penalty as mentioned in the Contract data serial no. 37(c).

Clause 111.6

Substances hazardous to health

Add the following as 111.6.1 & 111.6.2

Clause 111.6.1

Precautions against Toxic Chemicals

The storage and use of any herbicide or other toxic chemical shall be strictly in accordance with the manufacturer's instructions. The Engineer shall be given at least 7 working days' notice of the proposed use of any herbicide or toxic chemical.

A register of all herbicides and other toxic chemicals delivered to the site shall be kept and maintained up to date by the contractor. The register shall include name physical properties and characteristics, chemical ingredients, health and safety hazard information, safe handling and storage procedures, and emergency and first aid procedures for the product.

Clause 111.6.2

Precautions against generation of hazardous materials

The contractor shall not use or generate any material in the process work, which are hazardous to the health of persons, animals or vegetation. Where it is necessary to use some substance, which can cause injury to the health of the workers, the contractor shall provide suitable clothing or appliances to his workers, viz. ear plugs, helmets or dust masks or any other suitable devices.

Clause 112

Arrangement for Traffic during Construction

Clause 112.1

General

Delete the last sentence and add the following

"One week before undertaking work which would involve any obstruction whatsoever to traffic, the Contractor shall submit, for the Engineer's approval, a Traffic Management Plan.

Varaha Infra Limited (Contractor) NFR

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Chief Engineer, World Bank Projects, Odisha (Employer)

Varaha Infra Limited
(Contractor) NFRA

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Chlef Engineer, World Bank Projects, Odisha (Employer) The plan shall include:

- Typical drawing for temporary diversions
- ii) Typical details of arrangements for construction under traffic including details of traffic arrangements proposed to be in place after the cessation of work each day.

Special consideration shall be given in the preparation of the Traffic Control Plan for the safety of pedestrian and works delineation of the roadway at night.

Temporary diversions will be constructed only with the approval of the Engineer.

Clause 112.2 Passage of Traffic along a part of the Existing Carriage way under improvement:

The clause shall be read as follows

- If the existing road is used as diversion, then contractor will maintain it at his cost only.
- ii. For widening /strengthening existing carriageway where part width of the existing carriageway is proposed to be used for passage of traffic, treated shoulders / widened portion of the road shall be provided for passage of traffic on the side on which work is not in progress. The treatment to the shoulder/ widened portion of the road shall consist of providing at least 150mm thick granular base course(with crushed stone / blast furnaces slag) to provide a temporary carriageway of at least 5M and such treated shoulder / widened portion of the road shall be maintained throughout the period during which traffic uses the same to the satisfaction of the Engineer. The continuous length, in which such work shall be carried out, would be limited normally to 500M at a place. However, where work is allowed by the Engineer, in the longer stretches, passing places at least 20M long with additional paved width of 5M shall be provided at every 0.5 KM interval.

After the works are completed, with the approval of the Engineer, the temporary passages shall be dismantled, the debris disposed of and the area cleared as per the direction of the Engineer.

Clause 113

General Rules for the Measurement of Works for Payment:

Clause 113.2

Measurements for Lead of Materials

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Chief Engineer, World Bank Projects, Odisha (Employer)

Delete this Clause and replace with

"The rates in the Bill of Quantities are deemed to include the costs of haulage from source of supply to the plant as well as to the construction site as the case may be for all materials required for the Works."

Clause 114

Scope of Rates for Different Items of Work

Clause 114.2

Add Below Item (ii) of clause 114.2

The Contractor shall submit the request for Inspection, test reports, measured levels, measurement sheets, payment applications via electronic media/ in a computerized system to the Engineer in a format approved by the Engineer.

Add the following as item (xix) of the sub-clause 114.2

Cost of all provisions for executing the work safely including all protective clothing, barriers, earplugs, shoes, helmets etc.

Clause 114.4

Add the following new Clause as 114.4

If any work executed by the Contractor does not meet the specifications, it shall be deemed as rejected. The Engineer, in his sole discretion, may consider a proposal by the Contractor to retain, the element or part of the structure. The Contractor's proposal shall be supported by calculations, drawings and other data to prove the soundness of the proposal and shall clearly describe the additional measures required to ensure the intended performance of the structure. Rate/ price for the rehabilitation structure shall be settled mutually between the Engineer and the Contractor and in case of failure to arrive at an agreed rate. The Engineer's decision regarding the rate shall be final and binding.

SECTION 300

EARTH WORK, EROSION CONTROL AND DRAINAGE

Clause 301

Excavation for Roadway and Drains

Clause 301.3.7

This clause shall be read as under:

"In works involving widening of existing pavements or providing paved shoulders, the existing shoulder/verge/ median shall be removed to its full width. The sub-grade material within 0.2m deep from the lowest part of the pavement for widened portion or paved shoulders shall be loosened and re-compacted as per Clause 305 to a density not less than 97% of maximum dry density determined according to Is: 2720 (Part 8). Any unsuitable material encountered in this portion of

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subgrade shall be removed and replaced with suitable material and compacted in accordance with Clause 305".

Clause 301.3.11 Use and Disposal of excavated materials

Add at the end of para

Unsuitable and Surplus material which in the opinion of the Engineer cannot be used in the works, shall be removed from site by the Contractor and disposed of at the nearest pit or other approved disposal location with all lead and lifts in accordance with all statutory requirements."

Clause 301.8

Add item No.v in table

(v) Disposal of surplus material with all lead and lifts

...cum'

Clause 301.9

Rates

Clause 301.9.2

This Clause shall read as under

"The Contractor unit rate for loosening and re-compacting at sub-grade level shall include full compensation for loosening to the specified depth, removing the loosened soil outside the roadway excavation, rolling the surface below, breaking the clods, spreading the excavated soil in layers watering where necessary and compacting to the requirements."

Clause 305

Embankment Construction

Clause 305.2.1.1

Delete the words "subgrades and earthen shoulders" from the first line.

Add the following at the end of first paragraph

The material to be used in the subgrades shall be moorum/gravelly soil.

Clause 305.2.1.5

Add the following at the end of Note (2)

The material for subgrade shall satisfy the requirement of 4 day soaked design CBR of 10% or more, when tested as per IS: 2720 (Part 16) at 97% of maximum laboratory dry density (IS:2720-Part 8).

Clause 306

Soil Erosion and Sedimentation Control

Clause 306.4

Measurement for payment

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Substitute Clause 306.4 as follows

" All temporary sedimentation and pollution control works shall be deemed as incidental to the earthwork and other items of work and as such no separate payment shall be made for the same."

Clause 306.5

Rates

This Clause shall be deleted

SECTION 400

SUB-BASES, BASES (NON-BITUMINOUS) AND SHOULDERS

Clause 401

GRANULAR SUB BASE

Clause 401.2

Materials

Replace the clause with the following.

The Materials to be used for the work shall be crushed stone aggregate and **crusher run screening** only. The materials shall be free from organic or other deleterious constituent and confirm to Grading V of Table 400-1.

Clause 406.

WET MIX MACADAM SUB-BASE/BASE

Clause 406.2.1.1

Physical requirements:

Add at the end of first paragraph

The fraction of materials passing through 4.75 mm sieve shall be crusher run screening only. The river sand or quarry sand shall not be permitted either as such or mixed with crusher-run-screening in the Wet Mix Macadam.

Add the following at the end of the paragraph:

Soundness test shall be carried out in accordance with IS: 2386 (Part-5). The average loss of weight of coarse aggregate after 5 cycles shall not exceed 12% when tested with sodium sulphate and 18% when tested with magnesium sulphate as specified in IS: 383.

Clause 406.3.

CONSTRUCTION OPERATIONS

Clause 406.3.1.

Preparation of base

404.3.1 shall be applicable by replacing the work "Water Bound Macadam" by "Wet Mix Macadam".

Clause 406.3.3

Add the following at end of 2nd para

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Unless otherwise instructed by the Engineer , the moisture content at the time of compaction shall be between 80% and 120% of the optimum moisture content

Clause 406.3.4

Add after the second para with the following:

All the layers of WMM course shall be spread only by a paver finisher and compacted as per clause no. 406.3.5.

Clause 406.3.5.

Delete second sentence of first para.

Substitute para 7 of this clause as follows:

Rolling shall be continued till the density achieved over the full thickness of the material laid is at least 98% of the maximum dry density as determined by the method outlined in I.S.:2720(part 8) and satisfies the requirements of Sub Clause 903.3.

Clause 408

SHOULDERS, ISLANDS AND MEDIAN

Clause 408.2

Materials

Add after first para as follows

The hard shoulder shall consists of minimum 150mm thick granular/moorum layer having liquid limit less than 25% and PI between 3% to 6%.

Replace second para with:

Median/Traffic islands shall be raised and kerbed at the perimeter and the enclosed area filled with agriculture soil and suitably covered with grass turf/shrubs as per clause 307 and/or paved as per clause 410.3.4 or 410.3.5.

Clause 408.4

Construction Operations

Clause 408.4.1

Shoulder

Add as follows after para 4

The hard shoulder shall be compacted as per table 300-2.

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Clause 501

General Requirement for Bituminous Pavement Layers.

Clause 501.3

Replace the Phrase " in a hot mix plant" with " in a batch type hot mix plant only (in no case material from drum mix type hot mix plant shall be entertained)" in the first line.

Clause 503

Tack Coat

Clause 503.8

Rate

Replace second sentence as

The rate shall cover provision of binder for tack coat at 0.25kg per square meter for granular surface and 0.2 kg per square meter for normal bitumen surfaces with provision that the variation between this quantity and actual quantity of bitumen will be assessed and the payment adjusted accordingly.

Clause 505

Dense Bituminous Macadum

Clause 505.2.5

Aggregate grading and binder content

Clause 505.2.5.1

Add after the 1st Para.

Grading specified for the work is grading -II provided in table 500-10.

Clause 505.9

Replace the last sentence of first paragraph with "The rate shall include the provision of bitumen at 4.5% by weight of the total mixture for Grading-II only ".

SECTION 600

CONCRETE PAVEMENTS

Clause 601

Dry Lean Cement Concrete sub-base

Clause 601.6.4

Placing

Replace the 1st para as "Lean concrete shall be placed using semi mechanized equipments or adopting hand guided method of construction with approval of the Engineer."

Clause 602

CEMENT CONCRETE PAVEMENT

Clause 602.9.3.3

Paving equipment

Add at the end of 1st paragraph the concrete can be placed adopting hand guided method of construction as per methods of construction. Work shall be carried out by skilled persons as per the methodology approved by the Engineer.

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SECTION 800

TRAFFIC SIGNS, MARKING & OTHER ROADS APPURTENANCES

Clause 801

Traffic Signs

Add the following after the para.

"All road signs shall be of retro-reflectorised type with super highintensity retro-reflective sheeting. The sheeting is typically unmetalised micro-prismatic retro-reflective element material or any other type as approved by the Engineer."

Clause 805.1

Add the following after the para.

The hectometer/kilometer stones shall be made of concrete of M20 grade.

SECTION 900

QUALITY CONTROL FOR ROAD WORKS

Clause 903

Quality Control Tests During Construction

Add new sub clause as 903.4.3 as follows

Clause 903.4.3

Bituminous mix shall be spread with paver fitted with electronic sensing device and string line arrangement (supported by steel pegs @ 5 m apart) on either side of paving width for automatic levelling, surface evenness and profile control. Use of string line is compulsory to provide signal to the electronic sensing device fitted with the Paver Finisher.

Bituminous works shall be tested immediately after finishing for:

- a) Thickness (compacted) measured by extracting cores shall be dealt in accordance with MORTH Specification Section 900.
- b) Density (compaction) test as performed on the extracted cores
- c) Workmanship test by measuring roughness of the finished layer by duly calibrated Towed Fifth Wheel Bump Integrator.

Note: Contractor shall arrange the core extraction machine at his cost and shall take cores of the executed bituminous works jointly with Engineer without any extra cost.

The result of tests shall be compared with the prescribed acceptable values. The payment of all such works executed shall be based on the test results. In case test results for parameters (b) & (c) above fall below the required values in accordance with specification, deductions as specified below here under shall apply limiting to 'Nil' payment for the executed bituminous works. Separate deductions shall be made for each attribute i.e. Density Test and Workmanship test.

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b) Density (Compaction Test):

Reduction in Core Density	Deduction in the payable rate
-Upto 1.00% from the required percentage	@ 5%
- Between 1.01% to 2.00% from the required percentage	@15%
- Between 2.01% to 3.00% from the required percentage	@30%
-By more than 3.01% from the required percentage	@ 100%. Such works shall be rejected and NIL payment shall be made

The minimum deduction in the payable rate shall be made for 250 Sqm for each failure.

c) Workmanship Test: Roughness measured longitudinally

Calibration of equipment and measurement of surface unevenness shall be done in accordance with IRC:SP:16-2004.

The finished bituminous concrete layers shall be tested for workmanship (immediately before allowing traffic) by measuring roughness, longitudinally separately for each lane with the Calibrated Towed Fifth Wheel Bump Integrator. The measured roughness shall not exceed a value of 2000 mm/km for finished Bituminous Concrete and Concrete surfaces.

Any completed layer (concrete or BC) having roughness in excess of the value 2000 mm/km shall be paid in accordance with the Deduction Formulae as specified below:

Measured Roughness	Deduction in the payable rate
- Upto 5.00% more than the requirement	Nil
-More than 5.01% and upto 30.00% more than the requirement	@ (10%+1% for every 1% in excess of 5%)
-More than 30% more than the requirement	Work shall be rejected. Complete rework shall be done.

The area for which deduction in the payable rate shall apply shall be determined by the Engineer based on analysis of results. However, regardless of any other consideration, the minimum deduction shall not be less than $2000 \ m^2$.

SECTION 1000

MATERIALS FOR STRUCTURES

Clause 1009.3

NFRA

Add the following note under table 1000-3

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All steel shall be procured from original producers (manufacturing billets) such as SAIL/ TATA/ RINL/ JINDAL. Thermo Mechanically Treated bars (TMT bars) of grade Fe-500 conforming to IS: 1786 shall be used.

Clause 1012

Concrete Admixtures

Add the following at the end of paragraph of Clauses 1012.1

Admixtures shall not impair the durability of concrete; they shall not combine with the ingredients to form harmful compounds or endanger the protection of reinforcement against corrosion.

Add the following at the end of the clause.

After selecting a few acceptable brands & types of admixture based on the manufacturer's data/technical literature. Independent acceptance tests should be carried out for the same using the approved combinations of cement / sand / aggregates intended for use in the Project. After establishing the basic acceptability using strength criteria (compression & tensile strengths) a number of trial mixes be designed using different proportion of admixtures / cement / water etc. to establish the data bank on the behaviour of the admixture for the project site conditions. A spectroscopic signature of accepted product should be obtained and preserved for comparison for acceptance of the production lots.

Re-trials should be conducted with change in source / type of cement.

Workmanship

The dosage should be finalised on the basis of field trial and special mechanical devices should be used for dispensing the admixture in the batching / mixing plant. No addition of admixture after dosage is permitted (including addition in transit mixers).

Manufacturer's experts should be available for consultation / trouble shooting of problems associated with their product. The conditions of storage, shelf life etc. as specified by the manufacturer should be strictly observed. The manufacturer's Quality Assurance Plan during process of production should be obtained and field for reference / record.

Clause 1015

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Test and Standards of Acceptance

Add following as last paragraph:

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Independent testing of steel shall be carried out by the contractor for each consignment from each source in the laboratory approved by the Engineer before use... These tests are in addition to the tests carried out by the manufacturer.

SECTION 1500

FORMWORK

Clause 1502

Materials

Delete the last sentence of para one

Delete the word "or Timber" in 1st line of para 2

SECTION 2800

REPAIR OF STRUCTURE

FOLLOWING NEW CLAUSES SHALL BE ADDED

Clause 2816

Dismantling of damaged and existing structures

The dismantling of various components of structure like railing, kerbs, footpath, approach slab, wing walls, piers, abutments, parapet, deck slab etc. shall be carried out as specified in drawings and as per directions of Engineer. The work shall be executed in accordance with MORTH specifications section 200, clause 202.

Clause 2817

Dowel bars

Dowel bars in deck slab at locations of parapet and expansion joint and grouting with epoxy resin locations shall be provided as shown in the drawings.

Holes shall be drilled vertically using rotary drill machines. Care shall be taken that the holes are drilled vertical and the deck concrete is not damaged. It shall be ensured that buried reinforcement of the deck is not damaged due to drilling by avoiding locations above reinforcement. Rebar detector shall be used for this purpose. 16 mm dia. dowel bars shall be inserted in the hole and kept in undisturbed position with appropriate fixture. The annular space shall be filled by epoxy grouting.

Work of epoxy grouting shall be done in accordance with MORTH Specifications Section 2800 clause 2803. It shall be ensured that the inside of the hole is dry.

Epoxy resin shall be of following specifications:

Compressive strength

- min 35 MPa at 24 hours.

Tensile strength

- 15 - 20 MPa at 7days.

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Flexural strength Viscosity @ 250C

- 30-40 MPa at 7 days

- 900-1200 cps

Clause 2818

Railing / Parapets

Cast-in-situ railing/ parapets shall be constructed in accordance with the requirements of structural concrete section 1700. The reinforcement shall conform to section 1600. The formwork shall conform to section 1500. The work in general shall conform to section 2700 clause 2703.

The reinforcement of the railings/ parapets shall be welded with the existing reinforcement of the deck slab and with the dowel bars as shown in the drawings or as directed by the Engineer.

Clause 2819

Expansion Joint

The old expansion joint assemblies shall be removed carefully along the entire width of the carriageway as per MORTH Clause 2809.1 and recess of size shall be prepared as specified in drawing. The requirements of new expansion joint shall confirm to MORTH specifications section 2600.

Clause 2820

Drainage Spout

For existing bridge decks drainage spouts shall be replaced and new drainage spouts shall be provided as shown in the drawings.

The waterproofing material shall be provided around the area of drainage spout from the top of the deck.

The work shall be executed in accordance with MORTH Specifications Section 2700 clause 2705 except to the extent modified below.

The work shall be done after the wearing coat is removed. The existing spouts shall be removed carefully with minimum damage to surrounding concrete. The pocket formed shall be sufficiently large to ensure good flow and compaction of concrete around the new spout. The area around the spout covering the pocket of new concrete adequately, approximately 500 mm x 500 mm shall be provided with a 5 mm thick polymer modified cementitious (PMC) brush topping layer.

Before commencing application of PMC brush topping the prepared concrete substrata shall the thoroughly soaked with clean water. The surface shall then be' primed with PMC slurry. Before priming it should be ensured that any free surface water is removed. PMC mortar



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shall be applied before priming agent sets. The material shall be applied in accordance with manufacturer's recommendations.

The specifications for polymer modified cementitious (PMC) brush topping and polymer modified cementitious (PMC) mortar shall be as per clause 2822.

Clause 2821

Approach Slab

Approach slabs, which are cracked or otherwise damaged, shall be recasted after dismantling of the existing slab as specified in drawing. The work shall be executed in accordance with MORTH specifications section 2700 clause 2704. The approach slab shall be laid over lean concrete as per drawing after compacting the base properly.



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PART III TECHNICAL SPECIFICATIONS FOR BUILDING WORKS

This part shall comprise the latest "Specifications for Building Works" Volume I to Volume IV, 1995 as published by the Central Public Works Department, Govt. of India and deemed to be bound into this document.



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PART IV

ENVIRONMENT MANAGEMENT PLAN



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ENVIRONMENTAL MANAGEMENT PLAN

S. No.	Environmental Issue/Aspect	Management Measures
E.1	Tree Cutting	The Contractor shall not cut or damage trees except that are required to be felled for construction of traffic diversion works and facilities, after obtaining necessary permission for felling of the same from the authorities.
Д 2	Joint Field Verification	The Engineer and the Contractor will organize and carry out joint field verification to ascertain the possibility of saving environmental and community resources. The complaints/suggestions together with the observations and expert opinion of the joint verification team containing the need for additional protection measures or changes in design/scale/nature of protection/management measures shall be well documented with other requisite details such as date, time, place and signature of the individuals involved. Approval will be accorded by the Engineer in consultation with the Project Authority.
E.3	Location and installation of	All plants (hot-mix, crushers, batching plant, WMM or any other) shall be located at least 1000 mts. away from habitations, forests and wildlife movement areas, preferably in the downwind direction.
	Crusners, Hot-mix Plants and Batching Plants	The Contractor shall submit the proposed location plan (including survey number/s of the land parcel/s under consideration, area, land-use and surrounding features) and seek prior approval of the Engineer before entering into any formal agreement with land ownex/s for setting-up such construction facilities. The Contractor will formalize agreement with land owner/s only after a written approval has been accorded by the Engineer.
		The 'installation' of the plant/s shall commence after the contractor has obtained 'consent to establish' from the Orissa State Pollution Control Board. The 'operation' of the plant/s shall be permitted by the Engineer after the 'consent to operate' has been obtained from the SPCB. A copy of the application submitted to the SPCB and the consent/s received must be submitted to the Engineer, based on which the approvals will be accorded. Action/s by the Engineer against any non-compliance on this count shall be borne by the Contractor at his own risk and cost.
E.4	Construction Camp/s –	No construction camps, including material stack yards and storage facility will not be proposed within 500 mts. From a. a settlement/habitation
	Selection, Design and Lay-	b. water source and
	out	c. reserved or protected forest limits
	4,7,4,8,8	to avoid conflicts and stress on the local infrastructure facilities and natural resources.

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S S	Environmental Issue/Aspect	Management Measures
		In case the contractor proposes setting-up of plant/s within a construction camp, clause P.3 will apply. The Contractor shall submit the proposed location plan (including survey number/s of the land parcel/s under consideration, area, land-use and surrounding features) and seek prior approval of the Engineer before entering into any formal agreement with land owner/s for setting-up construction camps. The Contractor will formalize agreement with land owner/s only after a written approval has been accorded by the Engineer.
		Complete details about the pre-dominant wind direction and design of facilities, including circulation area, parking, material storage, kitchen/mess, sanitation, waste collection and disposal, drainage, electrical utility placement and water supply shall be provided by the Contractor as part of the documentation seeking approval of the Engineer on this count.
E.5	Construction Vehicles, Equipment and Machinery	All vehicles, equipment and machinery to be procured for construction shall confirm to the relevant Bureau of India Standard (BIS) norms. The Contractor shall ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm to the emission standards specified by the CPCB. Certification issued for such contrivances by the designated/approved authorities shall be submitted to the Engineer.
		The Contractor shall maintain a proper record of Pollution Under Control Certificates for all vehicles and machinery used for works under the contract. Copies of such records shall be kept at the site office and shall be made available to the Engineer when sought.
E.6	Identification, Operation and Rehabilitation of Burrow Areas	The Contractor shall submit the proposed location plan (including site details, survey number/s of the land parcel/s under consideration, area and quantum of material proposed for extraction, land-use and surrounding features) and seek prior approval of the Engineer before entering into any formal agreement with land owner/s for opening burrow areas. The Contractor will formalize agreement with land owner/s only after a written approval has been accorded by the Engineer. The Engineer will be required to inspect every proposed burrow area location and evaluate (parallel with technical examination) such proposals in accordance to environmental requirements as laid down in the EMP prior to issuing the 'approval' for use of such sites
		No burrow areas shall be opened within 500 mts. from wildlife movement zones and forest areas. The burrow areas shall be at least 250 mts. from schools, human habitations (residential and commercial establishments), village access roads, state highways and other roads.
		No burrow area will be opened/operated without the written permission of the Engineer. The location, shape and size of pits for road embankments (IRC 10: 1961). The 'format' for seeking Engineer's approval on environmental considerations will be as per the template provided in this EMP and will include a reference/location man, one considerations will be



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S. No.	Environmental Issue/Aspect	Management Measures
		photograph of the site; and the proposed rehabilitation plan. The Contractor will not start burrowing earth from the approved burrow area/s until an agreement is signed between land owner/s and Contractor and a copy of this agreement is submitted to the Engineer.
	**************************************	In burrow pits, the depth shall be regulated so that the sides of the excavation should not be steeper than 1:2, from the edge.
7	- Colonia	All burrow areas whether in private, community or govt. land shall be restored as per the approved rehabilitation plan immediately after completion of the use of such a source. The Contractor shall plan and ensure rehabilitation work in such a manner that it is completed prior to the rainy season. 'Substantial completion' or 'completion' certificates for the civil work shall not be issued unless restoration and rehabilitation works have been completed by the Contractor and the same has been accorded a written approval by the Engineer.
E.7	Identification, Operation and Rehabilitation of Stone Quarry	The Contractor shall submit the proposed location plan (including site details, survey number/s of the land parcel/s under consideration, area and quantum of material proposed to be used, land-use, photograph/s of the site and surrounding features within 500 mts.) and seek prior approval of the Engineer before entering into any formal agreement with land owner/s in case of a new quarry site or with the owner/operator in case use of an existing quarry is proposed.
		No quarry and/or crusher units shall be 'selected' or 'used', which is within 1000 mts. from a human habitation, forest boundary and wildlife habitats/movement areas.
	330000	The Contractor shall obtain necessary legal permission/s from Department of Mines, Govt. of Orissa and the District Administration, SPCB and local Tehsildar and submit a copy of the same to the Engineer. All quarry operations, including procurement, storage and use of blasting material/s will be undertaken within the rules and regulations in vogue.
五 8	Identification, and Operation of Sand Quarry	
		In the event of selection of a new site for sand quarrying, the Contractor shall obtain prior approval and concurrence from Competent District Authority, the local Tehsildar and the Engineer keeping in view the objections and convenience of the local population. Where the supplier of sand is another party, the authentic copy of lease agreement that has been executed between the local Tehsildar and the supplier has to be submitted to the Engineer before any procurement of material is made from such a site. The procurement of material shall be allowed only from those sand quarry sites that are permitted by the local Tehsildar with the concurrence of the District Collector with due regard to Orissa Miner Mineral Concession Rules, 2004.



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S. S.	Environmental Issue/Aspect	Management Measures
E.9	Arrangement for Construction Water	The Contractor shall submit the proposed location plan (including site details; type of the source under consideration; its disruption/disturbance to other water users, the Contractor will extract water only from the approval locations and shall seek a written approval of the Engineer before finalizing and using any such water source – whether ground or at surface. Use of ground water facility shall be subject to the local legislation; ground water availability in the area and the granting of necessary permission by the Competent Authority. The Contractor shall pay the royalty for use of such water as decided under the relevant norms. A copy of the permission obtained from the Competent Authority shall be submitted to the Engineer prior to such that while the water requirement for the road construction activity is met and these structures when abandoned can help in ground water recharge after suitable modification.
E.10	Clearing and Grubbing	All works shall be carried out by the Contractor in a manner such that the damage or disruption to flora is minimal. Only ground cover/shrubs that impinge directly on the permanent works or necessary temporary works will be removed with prior approval from Engineer.
E. 11	Stripping, stacking and preservation of top soil	The top soil from all sites including road side widening and working area, cutting areas, quarry sites, burrows areas, depth of 150mm and stored in agricultural fields (if any) and areas to be permanently covered shall be stripped to a specified construction camp, hurrow areas etc.) and along the road at the Right of Way edge will be earmarked for storing top soil. The locations for stacking will be pre-identified in consultation and with approval of the Engineer. The following precautionary measures will be taken by the Contractor to preserve the stockpiles till they are re-used: (a) Stockpile will be such that the slope does not exceed 1:2 (vertical to horizontal), and height is restricted to 2 m. (b) To retain soil and to allow percolation of water, the edges of the pile will be protected by silt fence. (c) Multiple handling kept to a minimum to ensure that no compaction occurs. (d) Such stockpiles shall be covered with empty gunny bags or will be planted with grasses to prevent loss during rains. Such stockpiled topsoil will be utilized for- Covering reclamation sites or other disturbed areas including burrow areas (other than those in barren areas) Filling up of tree pits and Filling up of tree pits and Filling up of tree pits and
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		World Bank Project

Chief Engineer World Bank Project On the F.I.C.(C), Odishe, BBSR

S. S.	Environmental Issue/Aspect	Management Measures
		Residual topsoil, if there is any, will be utilized for the plantation works along the road corridor. The utilization as far as possible shall be in the same area/close to the same area from where the top soil was removed. The stripping, preservation and reuse shall be closely supervised and properly recorded by the Engineer.
E.12	Labour Camp Management	lanagement
12.1	Accommodation	Prior to setting-up such a labour/worker's facility, the location, lay-out and basic provision of facilities to be provided at each labour camp site shall be submitted to the Engineer for approval. The construction or hiring of such facilities shall commence only after the written approval from the Engineer has been received by the Contractor.
12.2	Potable Water	The Contractor shall ensure the fulfillment of the following conditions:
		a) Supply of sufficient quantity of potable water within the precincts of every workplace in a cool and shaded area. Such facilities shall be regularly maintained from health and hygiene point of view. All open wells will be entirely covered and will be provided with a trap door to prevent accidental fall and contamination from dust, litter etc. A reliable pump will be fitted to each covered well. The Engineer is required to inspect the labour camp once in a week to ensure compliance to the health and hygienic standards
		prescribed in the Labour Regulations and in the EMP.
12.3	Sanitation and Sewage System	The Contractor shall ensure that - C) The provision of toilets and sewage system for the camp is to be designed, built and operated in such a fashion that no health hazard occurs and no pollution to the air, surrounding agricultural fields, ground water or adjacent water courses takes place. d) Separate toilets and bathrooms for women workers wherever required, screened from those of men, are provided with markings in vernacular language. All such facilities must have adequate water supply with proper drainage and disposal facility. All toilets in workplaces are to be maintained, cleaned and disinfected daily using proper disinfectants. Portable toilets may be brought to use and the night soil from such units has to be disposed through designated septic tanks so as to prevent pollution of the surrounding areas. h) In the main camp, no night soil or sewerage shall be disposed of at any place other than the septic tanks constructed at the site. All these facilities shall be inspected on a weekly basis by the Engineer to check the hydriene standards.

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S. No.	Environmental Issue/Aspect	Management Measures
E.13	Transportation of Construction Materials and Haul Road Management	The Contractor shall maintain properly (as directed by the Engineer) all roads (existing or constructed for the project), used for transporting construction materials, equipment and machineries for the works under this contract. It shall be the responsibility of aggregates etc. that may have fallen from the transportation of construction materials are clear from any dust, sand, soil, least three times in a day, for dust suppression of all such roads and surfaces. All vehicles delivering goods to the site shall be covered to avoid spillage of materials and air pollution. The unloading of all materials at construction sites will be limited to day time only to avoid accidents. Screens of hessian cloth, agro-net and such other barricading material are to be erected along all dumping and stockpiling sites, so that generation of the dust in the vicinity of such locations can be minimized to a great extent.
E.14	Worksite Safety Management	Management
14.1	Traffic Diversions	This shall be done according to the provisions of Technical Specifications Cl. 112.
14.2	Traffic Safety	This shall be done according to the provisions of Technical Specifications Cl. 112
14.3	Safety of Workers	The Contractor will make sure that during the construction work all relevant provisions of the Factories Act, 1948 and the Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 are adhered to. The Contractor will comply with all the precautions as required for ensuring the safety of the workmen as per the International Labor Organization (ILO) Convention No. 62 as far as those are applicable to this contract. The Contractor shall provide and ensure enforcement with zero tolerance on the following: a) Protective footwear and protective goggles to all workers employed handling asphalt materials, cement, mortar, concrete, blasting and crusher operations. b) Welder's protective eye-shields and protective footwear to workers engaged in welding works. c) Earplugs to workers exposed to high noise levels. d) Hard hat or helmets to all workers, supervising staff and inspecting officials entering a construction site, plant area, quarry and engaged in loading/unloading onerations
		e) Protective goggles and clothing to workers engaged in stone breaking activities.

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(Emplayer)
World Bank Project
Whe E.I.C.(C), Odisha, 88SR

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S. No.	Environmental Issue/Aspect	Management Measures
		 f) Nettings below and on the sides of overhead construction and excavation work to prevent mishaps due to accidental fall of workmen and debris. g) 'No smoking' and other 'high risk' areas are to be provided with warning signage besides strict enforcement of PPE with zero tolerance limits.
4. 4.	Risk from Electrical Equipment(s)	All power transmission lines whether cladded or sufficiently covered are potential hazards at construction sites. The Contractor shall take all required precautions to prevent danger from electrical cables, wires and equipment and ensure that— a) No material will be stacked or placed below/near power transmission lines, wires and equipment, which can be a potential danger to any road user, workman or public. b) All such electrical installations and wirings shall be barricaded in manner that ensures safety of the road users, workers, operating vehicles/equipment (such as cranes, excavators, loaders, fabricating units) and wildlife. Necessary fencing, illumination and proper insulation of the electrical lines shall be ensured by the contractor for safety and security of the general public, road users, workers and the wildlife. c) Necessary fencing, illumination and proper insulation of the electrical lines shall be ensured by the contractor for safety and security of the general public, road users, workers and the wildlife. c) All such electrical operating units shall be switched off before operations are closed every day or night as the case may be. specifications/codes. g) The contractor will ensure that such equipment/cables/wires are free from patent defect, and maintained in good working order (as per the owner manual supplied by the manufacturer) through regular supervision, monitoring, maintenance and repair/replacement from time to time.
14.5	First Aid	The Contractor shall arrange for - A readily available lifesaving first aid kits including an adequate supply of sterilized dressing materials and appliances as per the Factories Rules in every work zone. Availability of suitable transport at all times to take injured or sick person(s) to the nearest hospital. Equipment and trained nursing /paramedical staff at construction camps.
14.6	Risk Force Majeure	The Contractor shall take all reasonable precautions to prevent danger of destruction to life and property of the public as well as the workers on account of flood, fire, explosion, accidents involving vehicles carrying hazardous materials etc. in an around work sites, camps, maintenance units, burrow areas, quarries, haul roads and in any other place associated with the project activity.

Varaba Infra Limited
(Contractor)

Chief Engheer,
World Bank Projects, Odisha
Chief Englineer
World Bank Project
Of the E.L.C.(C), Odisha, BBSR

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S. No.	Environmental Issue/Aspect	Management Measures
		The Contractor will make the required arrangements so that in case of any mishap all necessary steps can be taken for prompt on-the-spot first aid treatment. Arrangements shall be made for quick rescue operation including shifting of the injured to the nearest hospital
		Fire extinguishers/fire-fighting equipment and salvaging equipment for the recovery of hazardous chemicals on account of accidents or spillage are to be kept ready at camping sites or major construction sites to attend to such eventualities
		A Construction Safety Plan to be prepared by the Contractor during the Mobilization phase shall identify all necessary actions in the event of an emergency. The actions shall include description of stand-by arrangements, rescue of workers/people and salvage of hazardous chemicals/materials in case of such eventualities. This plan shall be prepared in accordance with the standard practice adopted under labour welfare activities and Factories Act and will be approved by the Engineer.
E.15	Accessibility	Construction activities that affect the use of side roads and existing accesses to individual properties, whether public or private, shall not be undertaken without providing adequate provision/s approved by the Engineer. The Contractor will provide safe and convenient passage for vehicles, pedestrians and livestock to and from road sides and property accesses connecting the project road by providing safe temporary arrangements, including a connecting road, as necessary.
E.16	Disruption to Other Users of Water	While working across or close to any perennial water bodies, the Contractor shall not obstruct/prevent the flow of water. Construction over and close to the non-perennial streams shall be undertaken in dry season and if such activity is likely to disrupt, constrain or impact the community use of the water body, adequate prior information (at least two weeks in advance) will be provided to such a community. Such water body may be ponds, water harvesting structures (WHS), feeder channels to pond, irrigation sources etc. If the supply of water or access to a source is being completely cut off, then the Contractor shall make necessary arrangements to provide water in the interim period. Water quality test shall be done prior to providing / supplying the water.
E.17	Labour Requirements	The Contractor preferably will use labour drawn from local areas to provide maximum benefit to the local community especially to the vulnerable individuals/groups living in the project area.
E.18	Pollution Management	gement
18.1	Dust Pollution	The Contractor will take every precaution to reduce the level of dust (SPM and RSPM) and make arrangements to minimize dust pollution through provision of wind screens/barriers, water sprinkling/mist spray units, and encapsulation of dust source shall be made at the plant sites.

Variable Infragrammed Contractor)

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S. S.	Environmental Issue/Aspect	Management Measures
		Specifications of crushers, hot mix plants and batching plants shall comply with the requirements of the relevant legislations and as laid out in the 'Consents' issued by the OSPCB. The Contractor will provide necessary certificates to confirm that all crushers used for the works under the Contract conform to relevant dust emission control legislation. Even if the Contractor chooses to use an existing crusher (already operating in the area), basic minimum standards stipulated under the Pollution Control Legislation will have to be met and dust control devices need to be installed and operated. Copies of the required certificates and 'consents' of such a plant shall be procured by the Contractor and submitted to Engineer prior to the procurement of material from a unit of this name.
18.2	Siltation of Water Bodies and Degradation of Water Quality	Release of wastes (non-toxic and toxic) by the Contractor into water bodies and drainage systems that may adversely impact the aquatic life both locally and in the downstream stretches shall be viewed as serious non-compliance of EMP since these may affect the eco-flow, aquatic life and livelihoods of people dependent on such resources. The Contractor will ensure that construction and excavated materials containing fine particles are stored in an enclosure, particularly during the rainy season, such that sediment-laden water does not drain into nearby water bodies. The Contractor shall take all precautionary measures to prevent the wastewater generated during construction from entering into streams, water bodies or the irrigation system by providing proper septic tanks and soak pits. Spills, dust fines, waste oil, wastes and debris shall be cleared and disposed off as per the guidelines provided in the EMP under the supervision of the Engineer. The Contractor will avoid continuation of construction activity close to the streams or water bodies during monsoon. Stream courses and drains will be kept free from dumping of solid wastes, excavated earth, sludge and discharge of waste water the supervision of the streams.
.33	Water Pollution from Fuel, Lubricants and Chemicals	Garage, service stations, refueling stations and equipment maintenance yards shall be so located at least 100 mts. away from kitchen, mess and drinking water facilities within the camp site. The Contractor shall ensure that all vehicles, machinery and equipment are operated (including re-fueling) and maintained in such a fashion that any spillage (while working or accidental) of fuel and lubricants does not contaminate the land and water resources. Entering into soil, any aquifer, local water source, bore well, pond and other water bodies. Storage of drums (both filled and asbestos) shall be provided to prevent contamination of land and water due to run-off from such sites during rains. Oil interceptors are also to be provided at vehicle parking areas.

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World Bank Projects, Odisha
(Employer)

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World Bank Project
Ofo the E.I.C.(C), Odisha, 86SR

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S. No.	Environmental Issue/Aspect	Management Measures
		The contractor will arrange for collection, storage, reuse/disposal of spent oil, lubricants, grease, sludge, slurry, bitumen, chemicals and paints or other such material. overed bins/drums (marked specifically regarding the contents) shall be kept separately at maintenance and refueling areas. Disposal shall be at pre-identified sites (as listed in the Waste Management Plan) as approved by the Engineer. All spills and collected petroleum products will be disposed off in accordance with the prevailing MoEF and SPCB guidelines issued for such purpose. The Engineer will certify that all arrangements comply with the puidelines of SPCB. MoEF
18.4	Noise Pollution	The Contractor shall ensure the following:
		all plants and equipment used in construction (including those of sub-Contractors and/or suppliers such as aggregate crushing plants) shall strictly conform to the MoEF/CPCB noise standards and shall have latest noise suppression mountings. All vehicles and equipment used in construction will be fitted with exhaust silencers. Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective, these shall be replaced. Maintenance of equipment, machinery and vehicles (including proper lubrication, tuning, checks for muffler effectiveness) shall be regular and up to the satisfaction of the Engineer to keep noise levels under control. Construction activity at sites within 100m habitations and hospitals shall not be carried out during night (10:00 pm to 06:00 pm to 06:00 am. f) Construction activity at sites within 500m from wildlife movement zones, reserved and protected forest areas shall not be carried out between 06:00 pm to 06:00 am. g) Blasting operations, if any shall be carried out with full safety precautions and in compliance with measures as specified in the legal provisions.
		Monitoring shall be carried out by the Contractor in presence of the Engineer at the construction sites as per the Noise Monitoring Plan provided in this EMP and results shall be shared with the Engineer.
E.19	Drainage and Flood Control	The contractor will also ensure that no material (such as earth, stone, or other construction material or wastes) blocks the natural flow of water in any water course or cross drainage channel. All cross drainage and structure construction sites shall be cleared/cleaned-up prior to the rainy season. Also, prior to the monsoon season, the Contractor will provide either permanent or temporary drains to prevent water accumulation in residential, commercial and agricultural areas adjoining the under-construction zones of the road. Besides this, drainage shall be cleared to avoid accumulation of water within the construction sites, camp and plant sites and storage yard well in advance of the rainy season.

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Chief Engineer World Bank Project On the E.L.C.(C), Odisha, BBSR

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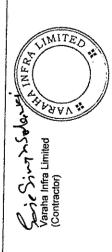


S. No.	Environmental Issue/Aspect	Management Measures
E.20	Slope Protection and Control of Soil Erosion	The Contractor will provide slope protection works as per design, or as directed by the Engineer to control soil erosion and sedimentation through use of dykes, sedimentation chambers, basins, fiber mats, mulches, grasses, slope drains and other devices deemed as required under specific local conditions. All temporary sedimentation, pollution control works and maintenance thereof will be made as incidental to the earth work or other items of work and as such no separate payment will be made for them. The Contractor shall ensure the following: a) After construction of toad embankment, the side slopes of all cut and fill areas will be graded and covered with stone pitching, grass and shrub, as pet design specifications. b) Turfing works will be taken up as soon as possible provided the season is favorable for the establishment of grass sods. c) Other measures of slope stabilization may include mulching/netting with sowing of grass seeds and sprinkling of water on such slopes after the completion of the earth work. d) Along sections abutting water bodies, stone pitchine, as laid out in the design will be made to control solution of the carth work.
E.21	Waste Management	1
21.1	Waste Management – Planning and Identification of Disposal Sites	The Contractor will ensure that any spoils/materials unsuitable for embankment fill are not be disposed off near any water course; water body; agricultural land; natural habitats like grass lands, wet lands, flood plains, forests and pastures. All proposed disposal sites for waste material shall be identified by the Contractor and a Rehabilitation Plan (including details about pollution prevention and safety measures) for each such site shall be submitted to the Engineer for approval.
21.2	Re-use and Disposal of Debris Generated from Dismantling of Structures and Road Surface	Debris generated due to the dismantling of the existing road will be suitably re-used in the proposed construction as follows: The dismantled scraps of bitumen will be disposed off through utilization for the paving of cross roads, access roads and paving works in construction sites and campus, temporary traffic diversions, haulage routes, parking areas along the corridor or in any other manner approved by the Engineer. At locations identified for disposal of residual bituminous wastes, the disposal will be carried out over a 60 mm thick layer of rammed clay so as to eliminate the possibility of leaching of wastes into the ground water. The Contractor will suitably dispose off unutilized non-toxic debris either through filling up of burrows areas located in wasteland or at pre-designated disposal sites, subject to the approval of the Engineer. Debris generated from pile driving or other construction activities along the rivers and streams drainage channels shall be carefully disposed in such a manner that it does not flow into the water hody.



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World Bank Projects Codisha
World Bank Project
Olo the E.I.C.(C), Odsha, BBSR

S. Zo.	Environmental Issue/Aspect	Management Measures
		Non-bituminous wastes may be dumped in burrow pits (preferably located in barren lands) where such burrow pits are not suitable to develop as an economic source like pisci-culture or a source of irrigation. Such burrow pits can be filled up with non-bitumen wastes and then covered with a minimum 30cm layer of the soil, where plantation of trees and shrubs can be taken-up. The Contractor at his own cost shall resolve any claim, arising out of waste disposal or any non-compliance that may arise on account of lack of action on his part.
21.3	Waste Disposal from Construction Camp/s and Plant Site/s	The Contractor will provide garbage bins in the construction camp/s and ensure that these are regularly emptied and disposed off in a hygienic manner. No incineration or burning of wastes shall be carried out by the Contractor. The disposal of kitchen waste and other biodegradable matter shall be carried out in pits covered with a layer of earth within the camp site. Discarded plastic bags, paper and paper products, bottles, packaging material, gunny bags, hessian, metal containers, strips and scraps of metal, PVC pipes, rubber and poly urethane foam, auto mobile spares, tubes, tyres, belts, filters, waste oil, drums and other such materials shall be either reused or will be sold/given out for recycling.
E.22	Chance Found Archaeological Property	All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on the site shall be the property of the Government and shall be dealt with as per provisions of the relevant legislation.
E.23	Demobilization and Decommissionin g	The Contractor shall clear all temporary structures and dispose all garbage, night soils and POL waste as per the approved Waste Management Plan. All construction zones including river-beds, drainage channels, culverts, road-side areas, camps, hot mix plant sites, crushers, batching plant sites and any other area used/affected by the project will be rehabilitated as per the approved plans. The Engineer shall ensure that all clean-up and restoration operations are completed satisfactorily and written approved plans. the contractor before the 'works completion certificate' is issued/recommended to the Client. All clean-up and restoration operations, including road-side and structure construction site clean-up; burrow area rehabilitation; provision of drainage and slope protection measures and; restoration of top-soil shall be completed. All disposal pits or trenches will be filled in disinfected and effectively sealed off. Residual topsoil, if any will be distributed or spread evenly at plantation. The Engineer shall ensure through site inspection that the Contractor and Engineer have complied with all these provisions prior to 'taking-over' the milestone stretch in question.



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World Bank Projects, Odisha
Chief Engineer
World Bank Project
Of the E.L.C.(C), Odisha, BBSR

Form P1

Link Sl. No.	[Give chainages and neares			
1				
1	Z	t settlements from bot	h ends]	
	Criteria on which information for each site is to be collected	Site 1	Site 2	Site 3
1	Existing Land Use			<u></u>
2	Area covered (m ²)			
3	Total Material that can be dumped within the site (m²)	WARNING CO.		
4	Depth to which dumping is feasible (m)			
5	Distance of nearest watercourse (m)			
6	Nearest Settlement (m)			
7 Date/s of Community Consultation/s				
8	Whether the community is agreeable to sitting of dumping site (Y/N)			
9	Date of Permission from Villager/local community			
10	Proposed future use of the Site			
11	Selected Site (tick any one column only)			
Enclo	sures: [Tick as appropriate]			
1	. Map of each location (Total,	no.s)	: Attached / Not Atta	ched
2	. Photographs of			
	 Each disposal location 		: Attached/ Not Attached/	ched
	b. Each community consultation	ı	: Attached/ Not Attached/	ched
3	Photo copy of Agreement with individ	ual owners		
	a. Mr.		: Attached/Not Attac	ched
	b. Mr.		: Attached/ Not Attac	hed
Rema	rks			
				7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
Submi	itted Checked		Approved	I
		****************	Signature	
G		*****	Name	

Varaha Infra Limited
(Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

Designation..... Contractor

Environmental Engineer. Construction Supervision Consultant

Resident Engineer



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Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
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Location of Camp

Form P2

SETTING-UP CONSTRUCTION CAMP AND STORAGE AREA

[One Time Format, to be to be filled by the Contractor & submitted before target date of establishing camps or each time before change of layout]

LOCE	ation of Camp :	Date	
Sl. No.	Item	Unit	Details
1	Detail of item camp		
a.	Size of Camp	mxm	
b.	Area of Camp	Sq.m	
c.	Distance from Nearest Settlement	t	
d.	Distance from Nearest Water Source [Type/Size/Capacity/present Use/Ownership]	;	
е.	Date of camp being operational dd/mm/yy		
f.	Present land use		
g.	No of trees with girth > 0.3m.		
h.	Details of Storage area (Availability of impervious surface)	Mxm	
i.	Availability of separate waste disposal from storage area	Cum	
2.	Details of topsoil stacking		
a.	Quantity of top soil removed	Sq.m	
b.	Details of storage of topsoil		
	[Describe stacking arrangement]		
3.	Details of workforce		
а.	Total No of Laborers	Nos	
b.	Total no of Male Workers	Nos	
c.	No of Male Workers below 18 years	Nos	
1.	Total No of Female Workers	Nos	
<u>.</u>	No of Female workers below 18 years	Nos	
	No of children	Nos	
l <u>. </u>	Details of dwelling units		
<u> </u>	No of dwellings/huts		
.	Minimum Size of Dwelling	mxm	
_	No. of openings per dwelling	Nos	
.	Minimum size of opening	m x m	
.	Walls	Specifications	
	Roofing	Specifications	
<u>. </u>	Flooring	Specifications	

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World Bank Projects, Odisha (Employer) Chief Engineer World Bank Project Olo the E.I.C.(C), Odisha, BBSR

SI. No.	Item	Unit	Details
h.	Drinking Water Tank	Specifications	
i.	Capacity of Drinking Water Tank	Cum	
j	Size of Drinking Water Tank	Mxm	
k.	Total no of WC	Nos	
1.	No of Wcs for female workers	Nos	
m.	Minimum Size of WC	Mxm	
n.	Total No of Bathrooms for female workers	Nos	
o.	Size of septic tank for WC/Baths	Mxm	
p.	Capacity of Water Tank for WCs /Bathrooms and general purpose	cum	
q.	Fencing around camp	Y/N	
5.	Details of facilities		
a	Availability of security 24 hrs a day	Yes/No	
b.	Details of First Aid Facility	Yes/No	
c.	Availability of Dav Care Centre	Yes/No	
d.	Availability of dust bins (capacity 60 Itr)	Nos	

77		1
₽,	nn	

 Site Layout of Construction 	camp
---	------

•	Drawings of	dwelling	units	with	allied	facilities
---	-------------	----------	-------	------	--------	------------

Attached/ Not Attached Attached/ Not Attached

Remarks	
Remarks	
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Submitted	Checked	Approved
Signature	Signature	Signature
Name	Name	Name
Designation	Environmental Engineer. Construction Supervision Consultant	Resident Engineer

Varaha Infra Limited NFRA (Contractor)

Chief Engineer,
World Bank Projects, Ödisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.J.C.(C), Odisha, BBSR

Form P3

ESTABLISHMENT OF BURROW AREAS PRIOR TO OPENING

[One time Format, to be submitted by the Contractor for taking consent for opening of EACH Burrow area]

[Give chainages and nearest settlements from both ends]	
Link No. Material	

	_		v	 		 	
	Print Number 200	Rehabilitation Measures Proposed					
		No. of Trees Affected					
	Se	After					
,	Land Use	Веготе					
		Distance from Distance from nearest Water nearest Course (m) Settlement(m) Before After					
		Distance from nearest Water Course (m)					
	Onantity of	Available Material (cum)	700000000000000000000000000000000000000				
		Area m x m					
		Haul road length (km)					
non		Side (LHS /RHS)					
Location		Chainage of Project Road (km)					
		Name of Village					
		SI. No					

Photograph of Proposed Site

Location Map

Agreement with Land Owner

Attached/ Not Attached Attached/ Not Attached Attached/ Not Attached

Signature..... Checked Signature..... Submitted

Name.....

Designation.....

Contractor

Construction Supervision Consultant Environmental Engineer.

Name.....

Approved

Name..... Signature.....

Resident Engineer

Varaha Infra Limited (Contractor) VARAL

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Chief Engineer World Bank Project Oto the E.I.C.(C), Odisha, BBSR Chief-Ergineer, World Bank Projects, Odisha (Employer)

Vol-III Technical Specifications osra-cw-ica-po442

ESTABLISHMENT OF HOT MIX PLANT /BATCH MIX PLANT [To be submitted by Contractor for taking permission from PMU]

Link

			,	_	т	 _	
	Remark						
	Approved by EO (Y/N)						
	Weather in Down Wind Direction	(27.00)					
	Prevalent Wind Direction						
	Existing Land Use						
	Distance from nearest Settlement						
	Distance from nearest Water Course (m)						
	Area (m²)						
	Haul road length (m)						
nc ac	Side (LHS /RHS)						
Location	Chainage (km)						
	Name of Village						
	당 Ś						

Photograph of Proposed Site Photograph of Proposed S
 Site Plan
 Permission from OSPCB

Attached/ Not attached Attached/ Not attached Attached/ Not attached (Valid upto __

Signature..... Name..... Approved Environmental Engineer. Construction Supervision Consultant Signature..... Name Checked Designation..... Signature..... Name..... Submitted

Resident Engineer

Contractor

Chief Engineer,
World Bank Projects, Odisha

Chief Engineer

World Bank Project

Oo the F.LC.(C), Odisha, ABSR

Varaha Infra Limited (Contractor)

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Form P5

ROAD SAFETY REPORTING FORMATS

Link	[Reporting by Contractor to PMU before commen	cement of construction in the Working Zone]
DIVERS	ON at location: km	Report-Date

SI. No.	Item	Unit	Remarks
	Details of Construction Zone		Kemarks
1.	Length of Working Zone		
2.	Distance between this and adjacent construction zone	m	
3.	Length of approach transition zone (should be min 50 for a speed of 50 km/hr)	m	
4.	Length of terminal transition zone	m	
5.	Length of Longitudinal Buffer Zones	m	
6.	Length of Lateral Buffer Zone	m	
	Signage's in advance warning zone	 	· · · · · · · · · · · · · · · · · · ·
1.	Sign 'Men at Work' before 200m	Y/N	
2.	Sign 'Men at Work' before working zone	Y/N	
3.	Signage saying 'Compulsory Keep Right /Left' provided	Y/N	
4,	Signage saying 'Narrow Road on left/ right' provided	Y/N	
	Signage in Approach Transition Zone	***	
1.	Signage saying 'Compulsory Keep Right /Left' provided	Y/N	
2.	Delineators placed along length of transition	Y/N	
	Signage in work zone		
1.	Hazard Marker placed where railing for CD structure on diversion starts	Y/N	
2.	Barricade on either side of work sub zone	Y/N	
	Signage in Terminal transition zone		
1.	Sign for Restriction Ends	Y/N	<u></u>
	Road Delineator	1/19	
	Delineator posts provided	Y/N	
-	Sand bag delineators with Retroreflective stickers provided	Y/N	
1.	Object Makers Provided	Y/N	

1.	Sketch of construction zone showing all sub zones and location of signs Attached	Attached/ Not
2.	Format on Acquisition of Temporary diversions Attached	Attached/ Not

Submitted	Checked	Approved			
Signature	Signature	Signature			
Name	Name	Name			
Designation Contractor	Environmental Engineer. Construction Supervision Consultant	Resident Engineer			
		(

Varaha Infra Limited, RA (Contractor)

Chief Englineer, World Bank Projects, Odisha (Employer)

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Chief Engineer World Bank Project O/o lhe E.I.C.(C), Odisha, BBSR



Chief Englneer, World Bank Projects, Odisha (Employer)

ARRANGEMENT FOR TEMPORARY LAND [Quarterly Reporting by Contractor to PMU, Site Layout of all locations to be attached with this format]

Report - Date:

Link

	Γ.,	97 30B)										
		Kemarks CMU (PRE	A SIDA									
		Site approved or not (Y/N)										
	Dist From Diet Brown	settlement source or not (Y/N)										
	Dist From	nearest										
	Existing	Trees >30 cm girth										
	Size	E E										
	Ç.	Land use										
		Haul road	rangun (un)									
		S Area										
	Location	Side (LH										
		Name of Chainage Side (LHS) Area Haul road Land use Village (km) (RHS) (m ²) langed (cm)										
		Name of Village										
	Date of	Establishmeut										
	Target date for	Establishment										
	Item		Burrow Areas	BA 1	2 Workers Camps	WC 1	Site for Batching Plant	BP I	4 Site for Hot Mix Plant	IMP 1	5 Stock Yard	SY I
_	æ;	o Z	-		7	<u> </u>	3 8	т.	4 S G	11	S	S

Submitted	Checked	Approved
Signature	Signature	Signature
Name		Name
Designation Contractor	Environmental Engineer. Construction Supervision Consultant	Resident Engineer

Chief Engineer, World Bank Projects, Odisha (Employer) Chief Enginee: World Bank Project Olo the E.I.C.(C), Odisha, BBSP



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Form P7

IDENTIFICATION OF SOURCE OF WATER FOR CONSTRUCTION

[Monthly Reporting by the Contractor] Link Report - Date: SI. Source (Name) Location Distance Permission Remarks No. /Ch. from Required Road Submitted Checked Approved Signature..... Signature..... Signature..... Name..... Name..... Name..... Designation..... Environmental Engineer. Resident Engineer

Construction Supervision Consultant

Varaha Infra Limited N F RA (Contractor)

Contractor

Chief Engineer, World Bank Projects, Odisha (Employer)

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DETAILS OF EARTHWORK

[Monthly Report to be filled by the Contractor for Each Burrow Area under use]

Link				Mon	th	***********
Date of Sub	omission	• • • • • • • • • • • • • • • • • • • •				
ocation of	Burrow Area under	use				
	Name of V	illage	Chainage (km)	Side (LHS	S / RHS)	Haul road length (m)
I						
П						
. Details o	f Burrow Areas					
2.1	Capacity of the B	Burrow Ar	ea			
2,2	Percentage of the					
2.3			Excavated (in cum)			
2.4			ved from the Burrow	Areas		
2.5	Location of Top					
2.6			at the beginning of t	he month		W
2.7			ed at the end of the me			
2.8			il has been utilized (S			
	location plan)	10p 50.	ir itas occir denizoti (5	pechy on a		
2.9	Quantity of earth	work exca	vation from existing	road		
2.10	Total quantity of	earthwork	reused in cum. (5%)			
2.11	Location disposal	(if other	than sites)			
	(Specify clearly o	n a locatio	on plan)			
2.12	Quantity of earth	work re-us	sed in fill operation			-
2.13	Location of burro	w areas in	disuse / exhausted			
2.14	Outline a rehabili	tation plan	for each of the exha	usted		
	burrow areas with	special re	eference to Erosion Pr	rotection		
			separate detailed reha areas for approval sup			
	adequately with la	youts, pla	ns and drawings.			
Remarks						
ıbmitted		Check	ked		Ap	proved
gnature .	,,,,,,		ure		_	e
		_	**********************			
esignation ontractor	***************		onmental Engineer. ruction Supervision C	onsultant	Resident	Engineer
		COMBU	anion oupor vision C	ONSURGIN		(

Varaha infra Limited
(Contractor)

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Chief-Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
Olo the E.I.C.(C), Odisha, 8BSR

DETAILS OF HOT MIX PLANT

[Monthly Report for Each Hot Mix Plant, to be filled by the Contractor]

			Reporting Month
			Date of Submission
Enviro	nment Features of the	surrounding area	
1.1	Name and location of	'Hot Mix Plant	4
1.1		Hot with Flam	
	(w.r.t. PWD km ch.)		
1.2	Wind direction		
1.3	Name (s), distance po settlements in a 1.5 kr		
Draw/	Attach Sketch Plan of I	HMP clearly indicating	distance and approach roads.
Details	of HMP and Mitigation	Measures taken	AMAZIA MARANA
3.1	Installed Capacity		
3.2	Average Utilization		
3.3	Make		
3.4	Model		
3.5	Last Serviced		
Explain	Air Pollution Control	Measures taken at the I	IMP site
Explain	Noise Pollution Contro	ol Measures taken at the	HMP site
-1-1-1			1,700
Remark	S		
		***************************************	Translation of the state of the
omitted		Checked	Approved
nature	***************************************	Signature	Signature
ne	***************************************	Name	Name
signation stractor	1	Environmental Engineer Construction Supervisio	

Varaha Infra Limited NFRA LINE (Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

DETAILS OF LAND FILL OPERATIONS

[Monthly Report for Each Land Fill site, to be filled by the Contractor]

Month	***************************************		Reporting						
				Reporting	Date				
1. Enviro	nment Features of the	surrounding area							
1.1	Location of each lan sketch Map below)	d fill site (Provide	Name of Village	Chainage (km)	Side (LHS/RHS)	Haul road length (m)			
		I							
		II.							
1.2	Capacity of each lan	d fill site				<u> </u>			
1.3	Safety measure taker	at land fill site (s)	1.						
			2.						
			3.						
			.,,						
	1. Sketch ma	ps	Attached/ Not attached						
			2.						
Submitted		Checked	Checked			Approved			
Signature		Signature	Signature						
Name		Name		Na	ame	*******			
Designation		Environmental En Construction Supe			Resident Engineer				

Varaha Infra Limited IN F RA LIMITED (Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

DETAILS OF MACHINERY IN OPERATION

[Monthly Report , to be filled by the Contractor]

			Roporting I	Aonth	********
Detai	ls of Machinery Opera	tion	Date of Sub	mission	*******
Sr. no.	Machinery in oper	ation	Registration No./ Mark	Make	Validity date of Pollution Control
1	Pavers		1.	 	Certificate
			2.		
2	Rollers		1.		
			2.		
3	Number of excavat	ors			
			2.		<u> </u>
4	Number of graders		1,		
			2,		ļ
5	Number of dumper		1.		<u> </u>
			2.		
			3.		
6	Others (Give details	;)			
1	Attached		rtificates (To be attached Qua	nicity) Atta	ched/ Not
Rema	rks				
mitted		Checked		Approve	ed
omitted	· · · · · · · · · · · · · · · · · · ·			Approve Signature	
omitted		Signature		- +	•••••

Varaha Infra Limited (Contractor)

Chief Engineer, World Bank Projects, Otisha (Employer)

Page 55 of 69

Chief Engineer World Bank Project Wo the E.I.C.(C), Odisha, BBSR

DETAILS OF WORKSHOPS IN OPERATION

[Quarterly Report , to be filled by the Contractor]

Reporting	
Month	Date of
Reporting	2410 01

Sr.	Details	Location 1	Location 2	
No.			Location 2	Location 3
**************************************	No. of workshops with repairs facility (furnish location and type of facility provided)			
2	Number of vehicles in repair at each location			
3	Number of oil interceptor provided in each repair / fueling site			
4	Total quantity of oil and wastes recovered in each interceptor during last month. (kg / lit)			
5	Details of waste disposal. (Whether Sold/ Disposed)			

Submitted	Checked	Approved
Signature	Signature	Signature
Name	Name	Name
Designation	Environmental Engineer. Construction Supervision Consultant	Resident Engineer

Varaha Infra Limited INFR (Contractor)

CANTING CONTROL OF THE PARTY OF

Page 56 of 69

Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

REDVELOPMENT OF BURROW AREAS

[Monthly Reporting Format to be filled by the Contractor]

Report-Date

Ę

S. S.

	Remarks					
	Date of Handing Over back to the	Owner				
	Date of Anding Over Behabilitation					
	Rehabilitation Measures	THE PARTY OF THE P				THE PARTY OF THE P
	Burrow Area No.					
1	. 1		i			

Drawing for Redevelopment for each Burrow Area Photographs of sites before use 3.2.

Photographs of sites after rehabilitation

Attached/ Not Attached Attached/ Not Attached Attached/ Not Attached

Submitted

Signature.....

Name.....

Designation.... Contractor

Checked

Signature.....

Signature.....

Approved

Name.....

Environmental Engineer. Construction Supervision Consultant

Name.... Resident Engineer Chief-Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project Olothe E.I.C.(C), Odisha, BBSR

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Varaha Infra Limited (Contractor)

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SAFETY CHECK LIST

[Monthly Reporting Format to be filled by the Contractor for each location]

Name of Safety Officer	
Date of Inspection	
Location	

Description	Category			
General	A	В	С	
House Keeping				
Stacking of Material				
Passageway				
Lighting				
Ventilation				
Others				
Electrical				
Switches				
Wirings				
Fixed Installation				
Portable Lighting				
Portable Tool				
Welding Machine			······	
Others				
Fire Prevention				
Fire Fighting Appliance				
Dangerous Goods Store				
Gas Welding Cylinders				
Others				
Others				
Dust Control				
Noise Control				
First Aid Equipment				
Washing Facility				
Latrine				
Canteen				
Provision of Personal Protective				
Helmet				
Eye Protector				
Ear Protector				
Respirator				
Safety Shoes				
Safety Belts				
Others				

Varaha Infra Limited (Contractor)

Page 58 of 69

Chief Engineer, World Bank Projects, Odisha (Employer)

> Chief Engineer World Bank Project Olo lhe E.I.C.(C), Odisha, BBSR

A: Adequate at time of Inspection; B: Needs Improvement; C: Needs Immediate Attention	
Remarks	

Submitted	Checked	Approved
Signature	Signature	Signature
Name	Name	Name
Designation	Environmental Engineer. Construction Supervision Consultant	Resident Engineer

Varaha Infra Limited INFRA

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Chief Engineer, World Bank Projects, Odisha (Employer)

ACCIDENT REPORT

Time :	Day/ Night		Weather :
ype of Accident		Part I	
	rson from a height	TM1()	
002 () Slip. trip.	or fall on same level	D11()	Explosion
	ainst fixed objects	D12()	Fire
O04 () Struck by	flying or falling objects	D13 ()	Contact with hot or corrosive substance
)B or ranning objects		Contact with poisonous gas or toxic substances.
O05 () Struck by	moving objects	D15()	Contact with poisonous gas or toxic
		2,5()	substances
006 () Struck / ca	ught by cable	D16()	Hand tool accident
007 () Stepping of	n hail etc.	D17()	Vehicle / Mobile plant accident
008 () Handling	vithout machinery	D18()	Machinery operation accident
009 () Crushing /	burying	D19()	Other (please specify)
10 () Drowning	or asphyxiation		
continue l	• •		
Agent Involved in Acc			
		E11()	Excavation / underground working
03 () Vehicle or	ower appliance associated equipment /	E12 ()	
machinery	associated equipment /	E13()	Ladder
	ing handled, used or	10147	
stored	ang imidica, used of	E14()	Scaffolding /gondola
	lust, fume or oxygen	E15()	Construction
	or only gon	[]	Construction formwork, shuttering and false work.
06 () Hand tools		E16()	Electricity supply cable, wiring switchboard
			and associated equipment
07 () Floor edge		E17()	Nail, slinter or chipping
08 () Floor openi	ng	E18()	Other (Please specify)
9 () Left shaft		E19()	
0() Stair edge			
and Anthon The			
safe Action Relevan	to the Accident		
	rithout authority	F11()	Failure to use eye protector
T COLLO DO DE	cure objects	F12()	Failure to use respirator
4 () Working on	ty devices inoperative moving or dangerous	F13 ()	Failure to use proper clothing
equipment	moving or dangerous	F14()	Failure to use warn others or given proper
	fety equipment	F15 ()	signals
6 () Adopting un	safe position or posture		Horseplay
	working at unsafe speed	F16()	No unsafe action
	ng, Placing, mixing etc.	F17() F18()	Others (please specify)
() Failure to us	e helmet	F19()	
	proper footwear	112()	
l () No protective	gear	G08()	Unsafe layout of job, traffic etc.
2 () Defective pro	otective gear	G09()	Unsafe process of job methods
() Improper dre	ss / footwear	G10()	Poor housekeeping
I () Improper gua	rding	G11()	Lack of warning system
() Improper ver	tilation	G12()	Defective tool, machinery or materials
() Improper illu	mination	G13 ()	No unsafe condition
7 () Improper pro	cedure	G14()	Others (please specify)

Varaha Infra Limited
(Contractor)

Sodonia



Page 60 of 69

World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR Human Factors Relevant to the Accident

H01()	Incorrect attitude /motive	H06()	Disobeyance of Rules
1102 ()	Alcohol/ Drug Usage	1107()	More Risk taking issue
H03()	Poor perception issue	H08()	Lack of Comprehension
H04 ()	Unsafe act by other persons	H09()	No unsafe personal factor
H05 ()	Fatigue Related Issues	H10()	Other (please specify)

Remarks			
Submitted		Checked	Approved
Signature	••••••	Signature	Signature
Name		Name	Name
Designation		Environmental Engineer. Construction Supervision Consultant	Resident Engineer
	[To be comple	Part-II eted Upon Finalization of Employee's com	pensation Claim]
101 () No	permanent inca	pacity	
102 () Le	ss than 5% incap	acity	
103 () Mo	ore than 5% inca	pacity	
104 () Fin	al		
Submitted		Checked	Approved
Signature	**********	Signature	Signature
Name		Name	Name
		Environmental Engineer. Construction Supervision Consultant	Resident Engineer

Varaha infra Limited (Contractor)



Chief Engineer, World Bank Projects, Odjsha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

POLLUTION MONITORING

(Periodically To be submitted by Contractor for locations at which monitoring to be conducted as per EMP)

Compliance to Mitigation measures suggested in last report Report - Date:

If not reasons thereof.

SI. No.	Chainage (km)	Details of locations	Duration of monitoring	Instruments	Completion	Standards	Results	Reasons for exceeding	Mitigation Measures	Type of area (Residential	Remarks
1.A	1. Air Monitoring				The state of the s	T		standards	paisassas	/Commercial)	
			A								
				*****		SPM	SPM			***************************************	
			•			RSPM	RSPM				
						HC	HC				
			110011			Sox	Sox				
						XOX	NOX	_			
2.W.	2.Water Monitoring	10				W-100					
						pH	pH				***************************************
		*****				TSS	TSS		*********	****	
						TDS	TDS			•	
						Turbidity	Turbidity				
						Hardness	Hardness				
			,			Coliform	Coliform	*****	•		
			•			BOD	BOD				
						COD	COD			-	
						Oil & Grease C	Oil&				
							Grease				

IMITED NARAHIA NAVA Variaha Infra Limited (Contractor)

Chief Engineer,
World Bank Prejects, Clisha
Chief Engineer
World Bank Project

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Vol-III Technical Specifications OSRP-CW-ICB-P04A2

standards suggested	S. S.	Sl. Chainage No. (km)	Details of locations	Duration of monitoring	Instruments	Completion	Standards	Results	Reasons for exceeding	Mitigation Measures	Type of area (Residential	Remarks
pH Organic Matter Alkalinity Conductivity Water holding Capacity Pb L day equivalent	3. Sc	il Monitoring		The second secon			7.000.00		standards	suggested	/Commercial)	
Organic Matter Matter Alkalinity Conductivity Water holding Capacity Pb L day equivalent L day equivalent L day equivalent L day equivalent												
Organic Matter Alkalinity Conductivity Water holding Capacity Pb L day equivalent L day equivalent L day equivalent L day equivalent						******		Hd				
Matter Alkalinity Conductivity Water holding Capacity Pb L day equivalent L day equivalent L day equivalent L day equivalent								Organic				
Alkalinity Conductivity Water holding Capacity Pb L day equivalent L day equivalent L day equivalent L day equivalent			•••					Matter	•			
Conductivity Water holding Capacity Pb L day equivalent L ight equivalent				•				Alkalinity	*****			
Water holding Capacity Pb L day equivalent L day equivalent L inght equivalent			***************************************					Conductivity				
Capacity Pb L day equivalent L day equivalent L injsh equivalent			**********	·				Water				
FD L day equivalent L ight equivalent						•		holding				
L day equivalent								Capacity				
	4.No	ise Monitoring						70	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
							L' day equivalent	L day equivalent				
							inght equivalent	L night equivalent	T			

Remark

Annroved	Signature	Name	Resident Engineer
Checked	Signature	Name	Environmental Engineer. Construction Supervision Consultant
Submitted	Signature	Name	Designation

Chief Engineer,
World Bank Projects, Cdisha
(Employer)
Chief Engineer
World Bank Project



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RESTORATION OF CONSTRUCTION SITES

(Monthly To be submitted by Contractor for locations at which monitoring to be conducted as per EMP)

Link								······					
									R	eport-D	ate		••••
S1.	Contract		oour mp		ruction imp	F .	ant ite		rrow eas		oosal itions	Тор	Soil
No.	Package	0	R	0	R	0	R	0	R	0	R	Preserved	Restored
Remai	rks												
Subm	itted			Che	cked						Aŗ	proved	
Signat	ure	• • • • • • • • • • • • • • • • • • • •		Sign	ature		•••••			S	ignatu	re	********
Name.	• • • • • • • • • • • • • • • • • • • •	•••••	·····	Nam	ne					N	ame	***********	*****
Desigr Contra	nation	•••••	•••••		ironmen struction				nsultaı	R nt	esiden	t Engineer	

Varaha Infra Limited NFRA (Contractor)

Chief Engineer, World Bank Projects, Odisha (Employer)

Uniel Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

Form PMU1

FORMAT FOR KEEPING RECORDS OF CONSENT OBTAINED BY CONTRACTOR [Monthly Format]

					Report-Date:	· · · · · · · · · · · · · · · · · · ·
Sl. No.	Clearance	Applicable Acts	Agencies	Obtained on	Valid upto	Remarks
1						
2			· · · · · · · · · · · · · · · · · · ·			
3						
4						
5						
6						

Verified	Countersigned
Signature	Signature
Name	Name

Varaha Infra Limited (Contractor)

Remarks

ted TNFRATING OF THE PARTY OF T

Resident Engineer

Construction Supervision Consultant

Page 65 of 69

Chief Epgineer, World Bank Projects, Odisha (Employer)

Executive Engineer (PMU)

Chief Engineer World Bank Project 1)/o the E.I.C.IC). Odisha, BBSR

Form PMU 2

CHECK LIST FOR ENVIRONMENT INSPECTION

[Monthly Format]

Date of	Inspection

Sl. No.	ESMP Measures	Remarks
1	Provision of a personnel accountable for implementation of ESMP /Safety Measures with Contractor	
2	Consent of PCB to Establish HMP	
3	Consent of PCB to operate HMP	
4	Compliance of PCB Conditions for HMP installation and operation	
5	Whether compliance reported through monthly Progress report to Divisional Office of Executive Engineer	
6	PUC taken for all Construction vehicles	
7	Concrete platform with trap under bitumen boiler, Fuel Tank for HMP and generator set provided or not	
8	Precautions to prevent contamination of soil by emulsion, Bitumen, oil and lubricant taken while storing	
9	Providing cover to fine construction material & bituminous mix during transportation	
	Burrow areas:	
	Burrow areas approved by Department	
	b) Existing land was used	
	c) Nos Opened	
10	d) Available Quantity	
Ī	e) Utilized Quality	
-	f) Balance Quantity	
	g) Nos of Burrow areas Rehabilitated	
	Spoil and debris disposal:	1000
11	a) Present status of land	
	b) Closure and completion plan	
12	Site specific traffic Safety management Plan:	
- 8	a) Contractor installed the warning /regulatory Traffic signs at the construction site	

Varana Infra Limited
(Contractor)

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Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer,
World Bank Project
World Bank Project
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SI. No.	ESMP Measures	Remarks
	c) The arrangement adequate	
13	Safety equipment i.e. helmet, gloves, gumboot, mask, earplugs etc. provided to workers	
14	Health Facility at camp and work site i.e. First Aid kit & suitable vehicle for conveyance in case of emergency / accident	
15	Permit for Procuring River sand	
16	License from Department of mines for quarrying	4
17	Consent to establish / operation of crusher	
18	Provision of labour camp with sanitation & potable water	
19	Fire precautions at Hot Mix Plant and site Office	
20	Air and noise monitoring done in camp site	
21	Whether any cultural property is being impacted	
22	Status of drainage provision in camp area	
23	General House Keeping	

Remarks	
Verified	Countersigned

	Countersigned
Signature	Signature
Name	Name
Resident Engineer Construction Supervision Consultant	Executive Engineer (PMU)

Varaha Infra Limited (Contractor)

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Chief Englineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project World Bank Project On the E.LC.(C). Odisha, BBSR

Form PMU 3

SUMMARY SHEET

[To be filled MONTHLY by PMU]

	onthDate	
SI No	Description	Remarks
1	No Objection Certificate	
A	Hot mix Plant	
<u></u>	Location 1	
<u> </u>	Location 2	
<u> </u>	Location 3	
В	Cement batching Plant	
	Location 1	
	Location 2	
2	Location 3	
_4	Pollution Under Certificate	
	Vehicles	
3	Machineries	
3	No objection Certificate for Diesel Gen set	
	Location 1 Location 2	
4		
-	Labour Camps	
	No. of sites Identified	
	Approved Opened	
	Conforms to conditions imposed at the time of opening of sites	
	Closed	
5	Workers	
-	No of workers employed	
	No of male workers	
	No of female workers	
	No of day workers	
<u> </u>	Burrow Area	
	No. of sites identified	
·	Approved	
	Opened	
	Quantity of available material	
	Quantity of material Utilized	
	Quantity of Topsoil preserved	
	Quantity to top soil used	
	No of sites closed	
	No. of sites Rehabilitated	
	Quarry	
	No. of sites identified	
$_ extstyle e$	Approved	
	Opened	
	Material available	
	Material obtained	
	No. of sites Rehabilitated	
	Disposal Locations	
	No. of sites identified	
	Approved	
į.	Opened	(



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Chief Engineer, World Bank Projects, Odisha (Employer)

vorid Bank Project Jo the E.I.C.(C), Odisha, BBSR

SI. No.	Description	Remarks
	Amount of Waste disposed	
	Type of waste disposed	
<u></u>	No. of sites Rehabilitated	
9	Road Safety	
	Road Safety norms followed as per guidelines, SP-55 and approved Traffic plan	
10	Cleaning of Culvert/ drains	
	No. of culverts/ drains	
	Nos. Cleaned	
11	Trees	
	No of trees marked for cutting in field	
	No of trees cut	
	No of trees to be Planted	
	Trees Planted	
2	Haul Roads	
	Adequacy of maintenance of Haul Road Network	
Remar		

 Verified	Countersigned
Signature	Signature
Name	Name
Resident Engineer Construction Supervision Consultant	Executive Engineer (PMU)



Chief Engineer,
World Bank Projects, Odisha
(Emgloyer)
World Engineer
Olo the E.I.C.(C), Odisha, BBSR



PACKAGE No. OSRP-CW-ICB-P04A2

For

Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR)

(Balance Works)

under

Odisha State Roads Project

between

Chief Engineer, World Bank Projects, Odisha on behalf of Odisha Works Department, Government of Odisha

and

M/s Varaha Infra Ltd.,

Umesh Smriti, 6 Jalam Vilas Scheme, Paota B Road, Jodhpur- 342006, Rajasthan, India Tel: +91-291-2556877, Fax: +91-291-2553861 E-mail: vccjodhpur@gmail.com

[VOLUME-IV: Drawings]

Agreement Value: Rs. 97,89,97,903

Project Management Unit, Odisha State Roads Project Office of the Engineer-in-Chief (Civil), Odisha, Nirman Soudha, Keshari Nagar,Unit – V, Bhubaneswar – 751 001

December 23, 2015

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Letter of Acceptance,

Letter of Bid and Addenda

Volume – II

Particular Conditions and

the General Conditions:

Volume – III

Specifications

Volume – IV

Drawings

Volume - V

Completed Schedules

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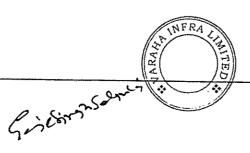
SI.	Description	Page No.
1	Nischintakoili to Duhuria (Km.25/0 to Km.49/0)	1
	 A. Table of Contents, TCS, Miscillaneous Drawings, Plan & Profile Drawings of Highways, Environment Drawing 	2-69
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Chief Euginee, Mould Bank Project Ages, 681,010,001,001 Engineer Cicle Bank Project Ages, 681,010,001 Engineer Chief Euginee, 100,001 Engineer Chief Eugineer Chief Euginee

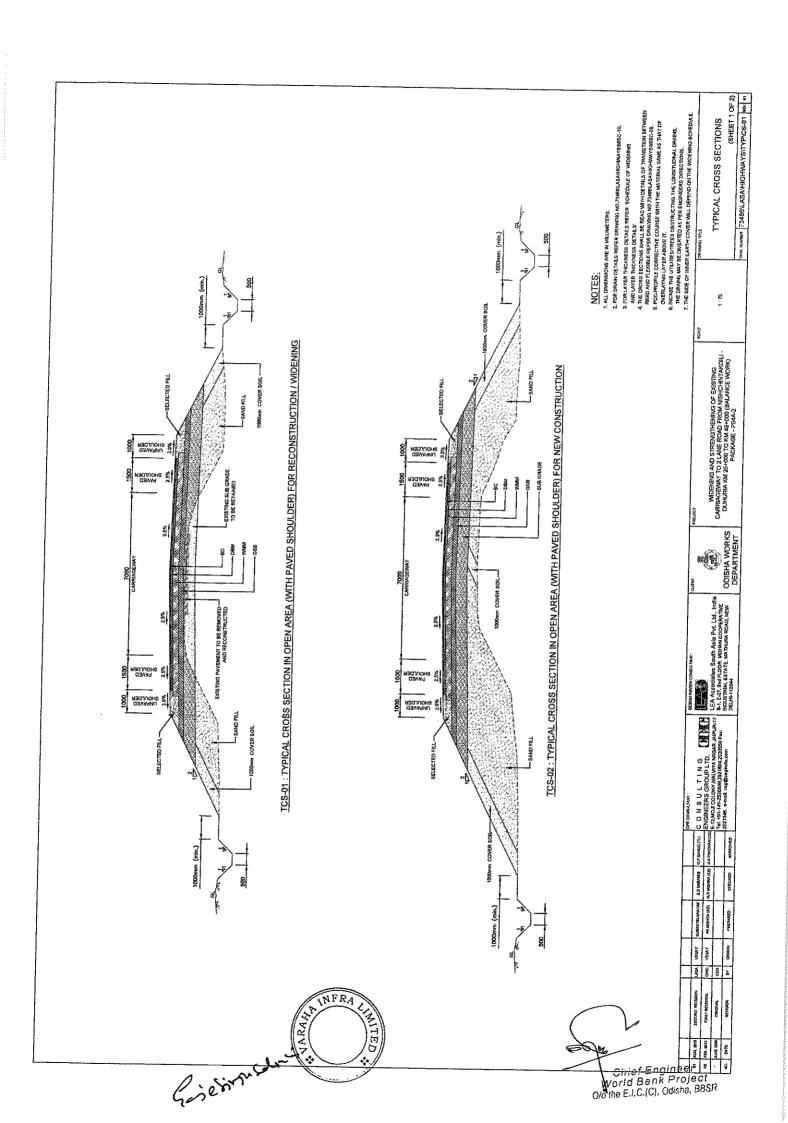
TABLE OF CONTENT (HIGHWAY DRAWINGS) TABLE OF CONTENT (HIGHWAY DRAWINGS) TYPICAL CROSS SECTIONS THORICAL CROSS SECTIONS HORIZONITAL CURVE DETAILS VERTICAL CROST SECTIONS TYPICAL DETAILS OF PAVEMENT COMPOSITION AND TYPE OF CONSTRUCTION TYPICAL DETAILS OF PAVEMENT COMPOSITION AND TYPE OF CONSTRUCTION TYPICAL DETAILS OF PAVEMENT SCHEDULE OF MINIOR JUNCTIONS TYPICAL DETAILS OF TRANSTION OF ABERIER TYPICAL DETAILS OF PAVEMENT SCHEDULE OF MINIOR JUNCTIONS TYPICAL DETAILS OF ROAD MARKINGS TYPICAL DETAILS OF ROAD MARKINGS TYPICAL DETAILS OF MARKI		O. NO OF SUFFEE	202			P-C5-01 10 02 2	Annual Control of the	SC-01 1	SC-02					SC-07		SC-09 1	SC-10 1	SC-11 2		SC-13 3	SC-14 4	SC-15 2	3C-16 1	3C-17 2	SC-18		iC-20 1	.C-21	.C-22	C-23	.C-23 6		26 TO 49 24	311 (PANAMAS)	TABLE OF CONTENT NTS. (HIGHWAY DRAWINGS)	
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NISCE 1 1 1 1 1 1 1 1 1	TABLE OF	· ·	COVER PAGE	TABLE OF CONTENT (HIGHWAY DRAWINGS)	IYPICAL CROSS SECTIONS	LLANEOUS DRAWINGS	HORIZONTAL CURVE DETAILS	VERTICAL CURVE DETAILS	SCHEDULE OF EXTRA WIDENING	SCHEDILIE EOD DAVENANT COMPOSITION	DETAILS OF DAVEMENT SOURS IF WITH THE	TYPICAL DETAILS OF SLOBE DROTECTION	TYPICAL DETAILS OF DOMEI BAD AND TIE DAD ABBANIOS.		TYPICAL DETAILS OF TRANSITION OF DIFFERENT BOAPS	TYPICAL DETAILS OF DRAIN AND KERR	TYPICAL DETAILS AND SCHEDI II E OF MINOR II INCTION	NO LONGE	TYPICAL DETAILS OF ROAD MARKINGS	TYPICAL DETAILS OF ROAD SIGNS	TYPICAL DETAILS AND SCHEDI IF OF DEDESTRIAN CROSSING 111 WAS \$ 225 CT.	TYPICAL DETAILS OF FOOTPATH RARRIER	TYPICAL DETAILS OF METAL REAM CDASH BABBIED	TYPICAL DETAILS OF KM STONE AND DESTONATION STONE	REINEORGENATURE DE L'ANCTONIT AND LECTONNE IN STONE	∑	TYPICAL DETAILS OF DELINEATOR	TYPICAL DETAILS OF RRPM MARKEDS	TYPICAL DETAILS AND SCHEDILLE OF BLICRAY	TYPICAL DETAILS OF TOLI DIAZA	WIND TO THE THE PARTY OF THE PA	PLAN & PROFILE		LAM VARV BARKACONNIK GERROOM SEPRECORTS CON SULTING PROTECTION CONTROL	Where reconscious in transcious Enclair ERG GROUP I, TO. (T. E.	PRIMARY PRESENTED. CONCRETE ANNIETTE AND THE STATE MATHETIA ROAD, NEW ODDINARY WORKS
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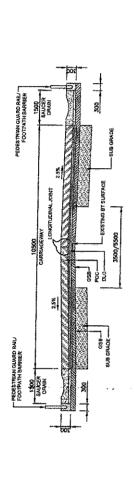
TYPICAL CROSS SECTIONS



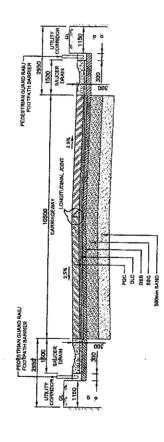
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World Bank Project O/o the E.I.C.(C), Odisha, BBSR

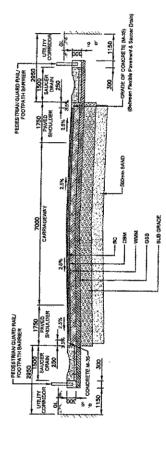




TCS-03: TYPICAL CROSS SECTION OF RIGID PAVEMENT IN BUILT-UP SECTION WITHOUT EXPANSIVE CLAY



TCS-04: TYPICAL CROSS SECTION OF RIGID PAVEMENT IN BUILT-UP SECTION OVER EXPANSIVE CLAYS



TCS-05 : TYPICAL CROSS SECTION IN BUILT-UP AREA FOR NEW CONSTRUCTION IN EXPANSIVE CLAYS

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TCS-D5: TYPICAL CRC	DPR CONSCIENT:	C	PKARPERIAS MANEMAKEE MEPADEMICS ENGINEERS GROUP LTD.	E-12-MOJE CCE,CONY, MALVIYA NAGAR, JAIPUR-17 Tol: +91-141-2520899,2521689,2520555 Fax;	2521344, e-mež cegogoeginda.com	
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(SHEET 2 OF 2)

TYPICAL CROSS SECTIONS

5.7

WIDENING AND STRENGTHENING OF EXISTING CARRIAGEWAY TO 2 LANE ROAD FROM MISHCHRITAKOLL D'HHURIA KM 25-100 TO KM 48-100 (BALANCE WORK) PACKAGE - POBA-2

ODISHA WORKS

LEA Associates South Asia Pvi, Litt., india 8-1. E-27, ind Floop, MOHAN COOPERATIVE NUMBER ESTATE, MATHURA ROAD, NEW PELH-11044

ONG NOWER T3466YLASANHIGHWAYSVTYPICS-01 NEW IN

APILAVER THEORES DETAILS:
APICAVER THEORES DETAILS:
A THE CHOSE SECTIONS SHALE BE REQUITH DETAILS OF TRANSITION BETWEEN RIGH AND PLEASE AS SHALE MANNE AND STANDARD SHALE SHAL

1. ALL DIMENSIONS ARE IN MILLIDACTERS, 2. FOR DRAIN DETAILS REFER DRAWINS NO TXABBLASAINGHMAYSMISC-10. 3. POR LAYER THICKNESS DETAILS REFER SCHEDULE OF WIDENING

NOTES:

NFRA UNRAHA Gilbernstown



(HGHWAY)

MISCELLANEOUS DRAWINGS

Gierry In FRA LIME

Chief Engineer World Bank Project O/o lhe E.I.C.(C), Odisha, BBSR

HORIZONTAL CURVE DETAILS

	Design Speed	50,	800	007	m i	138	83	100	100	100	.58	133	1001	100	100	1001	Ę			3,12	100	2	130	100	100		_			Ĺ	
HORIZONTAL CURVE INFORMATION (Km 25+000 to Km 49+000)	S ST	-									28387.58 28427.58							30695.33 30730.33	<u> </u>							32714.24 32749.24	33390.84 33420.84	33844.34 33904.34	34551.99 34621.99		
000 to	٤	25167 12	25,802,02	2624 04	1CABD 30	87.60+07	7770077	27293.06	27654.34	28218.5		28760.11	28931.68	29269,65	29865.08	30029,41	30504.98		30916.42	31197 78	31417 78	31647 39	31969.63	32221,87	32432,23					35062.01	
Km 25+	Transitio										8							35								35	30	8	۶		
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FORM/	Transitio n in									1	8						-	æ					-			35	8	8	2		
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NTALC	25										28328.58							30511.61								32651.86	33233.14	33755.8	-		
IORIZO	ħ									2000	95.315.32		***************************************	1				30576.61						1	1	32616.86		33695.8	34398.04 34468.04		-
	Direction	LEFT	RIGHT	LEFT	RIGHT	5	123	THE	מינים	TEN T	15	202	RGH		137		핔	뎚	[EF1	MGH1	EFT	RIGHT	#G#1	FFI	_	7	7		1		L L
	Curve No. Direction	#	82	29	8	22	2	g	3 8	8 8	200	00					F.	4 26	₹ 8	12/38/	33	8	6	88 3	86	<u> </u>	101	7	E .	ă,	

urve No.	Curve No. Direction	ħ	S	<u>ب</u>	Transitio	Radius	Transitio	ħ	ខ	25	Design Speed
106	RIGHT	35716.84	35751.84		35	800	1		2000		,
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	2000			3/243.30		8		37250.93		-	201
119	RIGHT			37315.57		2000		37354.62			001
111	RIGHT			37492.11		5005		375.45			200
112	LEFT			37622.63		88	-	37678 00			OOT
113	LEFT			37664.85		2002		37593 85			OOT
114	RIGHT	37783.77	37813.77		æ	493	30		ar Water		201
115	LEFT	37991 55	38/136 55		¥	3 5	1		2/2/20		8
115	175.00			1	ç	3	2		380-17.02	38092.02	S
212				39083.48		2000		39157.18			001
		T		39373.86		88		39390.28			100
27	LFF.			39969.55		2000		40013.89			100
119	FE			40736,44		2000		40994.02	-	-	100
320	RIGHT	41064.69	41094.69		R	86	30		41163 33	A1103 22	3 8
121	E			41233.29	-	1200		7130cc	3	74424,33	3
122	EH	41440 38	41495 38		1	3 5	1	41C50.07			80
123	RIGHT			A475C 00	3	3	ន		41533.8	41588.8	<u>۾</u>
5	1	27,57		477.70,000		2000		41809.69			100
		24131.13			32	1500	35		42354.9	42389.9	81
9	HOH	43310.34			\$	8	40		43409.55	43449.55	83
2		44301.11	44353.11		S	1000	Տ		444.79.7	44579.7	100
127	RGH			44717.69		2000		44774,14			3 6
831	RIGHT	44935.57	44970.57		×	1500	35		45221.58	45256.58	100
671	LEFT			45520.08		2000		45564.67			100
130	ᇤ	47427.61	47487.61		8	360	8		47543.57	47503 57	8
131	RIGHT			48094.57		2000		48146.81			15
132	LEFT			48199.06		1200		48294 52		1	200
133	7	48340,46	48385,46		45	150	45		48418.74	4863 74	8 5
134	1500			-							3

WDENING AND STRENGTHENING OF EXISTING CARRIAGEWAY TO 2 LANG ROAD FROM INSICHISTACULU. DUHURIA KNI Z-100 TO KM 49-900 (BALANCE WORK) PACKAGE - P048-2

ODISHA WORKS

REV. R1

INTO NUMBER 734861LASANHIGHWAYSWISC-01

HORIZONTAL CURVE DETAILS

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Chief Engined F 2 World Bank Project World Bank Project Of the E.I.C.(C), Odisha, BBSR

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VERTICAL CURVE DETAILS

				VERTIC	AL CUR	VE DETAIL	S (JAGAT	VERTICAL CURVE DETAILS (JAGATPUR - DUHURIA	JRIA)			
Curve No.	Curve Type		ails	Curve Leneth K' value	K' value	Curve Start	Start	Curve End	2			
,	:			0			Level	Chainage	Level	Start Gradient	End Gradient	Start Gradient End Gradient Grade Diffrence
٠,	go ,	26+266,637		200	`		16.762	26+366.637	16.246	-0.042	-0.474	0.437
7	Sag	26+608,137			- 1	26+508.137	15.574	26+708.137	15.086	-0.474	-0.014	-0.45
	Sag	27+453,760			- 1	617.648 27+353.760	14.999	27+553.760	15.296	-0.014		ACE 0-
4	Hog	28+066.826		250	- [413.388 27+941.826	16.500	28+191.826	16.52	0.310)~	0.504
2	Sag	28+496.757	15.622	150		188.763 28+421.757	15.843	28+571.757	1	100 U-		POT O
9	Hog	28+757.263	16,925	150		327.189 28+682.263	16.550	28+832,263		0.500	200	7.7.7
_	Hog	29+308,426	17.155	200		378.647 29+208,426	17.113	29+4/18.476		0.00	0.0460	0.458
8	Sag	29+699.203	15.254	200	1	386,385 29+599,203	15.740	79+799 703 15 395	15, 200	2400	-0.400	0.528
6	Hog	30+071,581	15,37	150	L CO	3037,668 29+996,581	15,347	30+146 581	15 356	7.400	0.031	-0.517
10	Hog	30+620.162	15.27	400	4570,529	400 4570,529 30+420 162	15 306	3012820162		0.031	-0.018	0.049
11	Sag	31+886,403	1	200	1891,323	200 1891,323 31+786,403	14.037	31±026 403		-0.018	-0.106	0.088
12	Sag	32+226,178	13.931	200	79075 GAG	29/15 945 37+126 17g	13 031	מבי שבייני	2	-U.I.D	0	-0.106
13	Hog	33+904.361		85		7891 273 334664 361	10.50	34.320.178		0.000	0.069	-0.069
14	Hog	34+777,453	14177	150	0.00 000	070 DEA 24.707 AF2	14.714	34+134,351		0.069	-0.104	0,173
15	Sag	35+281 580	17 000	000	262.304	347/02.453	14.255	34+852,453	13.978	-0.104	-0.265	0.161
14	105	27.000.000		nst .	351,383	377,383 35+206,580	13.038	35+356.580 12.927	12.927	-0.265	0.118	-0.383
1	and i	35+880.000	13.552	200	1847.652	1847.652 35+786.600	13.434	35+986,600 13.562	13.562	0.118	0.01	0.108
/T	Hog	3/+063.458 13.665	13,665		1488.891	1488.891 36+938,458	13,653	37+188.458	13.467	0.010	-0.158	0 168
81	HOB	37+912,434		100	881.103	881,103 37+862,434	12.400	37+962,434	12.185	-0.158	0.77	0.114
13	Sag	38+079.835		150	495.195	495.195 38+004,835	12.070	38+154,835 11,889	11,889	0.77	1000	505.0
22	Flog	38+963,845	12.141	250	795.063	795.063 38+838.845	12.102	39+088.845 11.787	11.787	0.031	-0.23	21.50
21	Sag	39+524.318	10.553	300	533.306	533.306 39+374,318	10.978	39+674,318 10,972	10.972	-0.283	077.0	7755
22	Нов	39+849.895	11.462	150	631.228	631,228 39+774,895	11.253	39+924.895	11.493	077.0	6000	200.0-
23	Hog	40+614.970	11.78	200	1012.828	1012.828 40+514.970	11.738	40+714.970 11.624	11.624	CAO O	7,042	0.237
24	Sag	41+185.840	10.89	. 200	1426.329	1426.329 41+085.840	11.046	41+285.84D	10.874	17.0	2000	0.130
25	Sag	42+378.267	10.703	2002	582.826	582.826 42+278.267	10.719	42+478.267		3100	-0.010	-0.14
26	Hog	42+887.011	12.369	009	738.331	738.331 42+587.011	11.387	43+187.011	10 913	70.50	0.527	-0.343
77	Sag	43+417.340	9.796	250	249.794	249.794 43+292.340	10,402	43+547 34n	10 441	725.0	-0.463	0.812
78	Hog	43+672.162	11.11	100	124,261	124,261 43+622,162	10.852	43+722,162	10 96.1	3130	0000	1.001
29	Sag	43+853.756	10.585	150	438.27	438.27 43+778.756	10.802	43+928,756	10.675	08C 0-	0.200	0.805
œ		44+216,891	10,778	200	1539.921	44+116,891	10,725		107.01	0.053	2700	20.342
31	Sag	45+030,148	10,154	150	432.042	432.042 44+955.148	10.212		10 357	2200	7/0.0	0.13
32	Hog	45+474,206	11.355	300	624.204	624,204 45+374,20K	10 949	ALEJA 20E	11.0	S C	0.27	-0.34/
33	Sag	46+018,574	10.211		1501.577	1501,527, 45+718,574	10.841	75,015,000	102	0.270	17'0-	0.48
34		46+418.170	10.968	3	878 521	878 521 AG1242 170	10 030	1000000		-0.210	0.189	-0.399
35			11 108	200	420 026	430 035 47:004 3CD	10.920	40+453.1/U	10.587	0.189	0.019	0.17
×	T		22,55	130	626.964	47+UST.703	11.034	47+241.763	10.861	0.019	-0.329	0.348
	T		7		014.727	014.722 47+384.732	10,390	47+534.732	10.079	-0.329	-0.085	-0.244
200	1		20.0		1095,209 (1095.209 47+897.368	9.769	48+097.368	9.781	-0.085	0.097	-0.182
8 8	1		10,025	150	490.069 4	490.069 48+277.161	9.956	48+427.161	9.872	0.097	-0.209	0.306
33	Sec	481094.529	9.314	150	308.851 4	48+619.529	9.471	48+769.529	9.522	-0.209	0.277	-0.486

WIDENING AND STRENGTHERING OF EXISTING CARRIAGEMAY TO 2 LANE ROLOF FROM NISHCHIKTRACKLI. DLH(FRIA KM 25-100 TO KM 49-400 (BALANCE WORK) PACKAGE - POBAC.

ON NUMBER 1346SILASANHIGHWAYSIMISC-02

VERTICAL CURVE DETAILS

NTS

ODISHA WORKS

LEA Associates South Asia Put. Ltd.; India
B.1 E.7. Ind FLOOR, MCHAN COOPERATINE
DELIA (1004)

TO N S U L T I N G MAN CONTROL CONTROL

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World Bank Project Bask Wolhe E.I.C.(C), Odisha, BBSR

SCHEDULE OF EXTRA WIDEINING

		Extra V	Videning	(Km 25	+000 to	Extra Widening (Km 25+000 to Km 49+000)	(0)	
Direction	SI	SC	Transition	Radius	Transition	ಬ	. St	Design Speed
ľ		ļ						
LEFT	28318.980	28318.980 28358.980	8	900	40	28387.576	28387.576 28427.576	80
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LEFI	37991.551	37991.551 38036.551	45	100	45	38047.017 38092.017	38092 017	Ç
1	2100000	1 1 1					22025	3
75 15 15 15 15 15 15 15 15 15 15 15 15 15	43310.343	43310.343 43350.343	8	<u>ල</u>	4	43409,545 43449,545	43449 545	A.
_) n	0.00	3
KIGHI	48340.460	48340,460 48385,460	45	150	45	48418.738 48463 738	48463 738	C _L
							200101	3

NOTES:-

1. EXTRA WORDING HAS BEEN DONG AS PER THE GUIDE UNES DETAILED IN IRC. TA-1880, 2. WIDENING SHALL BE COME EGUALLY ON BOTH THE INNER AND OUTER CLIRVES. 3. THE SLOPE OF THE CARRIAGEWAY BHALL EXTEND IN THE WIDENING SECTIONS.

XPX. By

DWD HUMBER 73456/LASANHIGHWAYSIMISC-03

SCHEDULE OF EXTRA WIDENING

N.T.B

WADENING AND STRENGTHENING OF EXISTING CARRINGENAY TO 2 LANE (ROAD FROM MUSYCHILTAKOLLI ... DLIHLIRIA KM 25-1001 TO KM 43-1000 (BALANCE WORK) PACKAGE - PORA.

ODISHA WORKS T. LEA Associates South Asia PAt Ltd., India 3.1. E.27 and FLODR, MCHAN CODPERATIVE INDIA THE STATE, MCTHURA ROAD, NEW DELLAH INGAL

Rie in Mischer

SCHEDULE FOR PAVEMENT COMPOSITION AND TYPE OF CONSTRUCTION (FLEXIBLE PAVEMENT)

						SCHEDE	SCHEDULE FOR PAVER	VEMENT	Chalener	SOUTH AND AND	JENT COMBOSTION AND TUBE OF CONSTRUCTION FOR 1100								
	Democrat	1					Thickness	Thickness Design (IRC-37)	-37		T CONSTITUTION		MINCHEN	AKUILI-DU	HURIA				
	ageureiro nasodoru		Dietage												Thic	Thickness Design (IRC-37)	m (IRC-37)		
SI. No.						Crist	Crist Details Over Existing Pavement	er Existing	Pavement						Crist Date	Coret Dataile Over Eviction Course	eting 0	,	
	Emm	٤	in KMs	Surface Course	onise	æ	Base	Sub Base	Sub	Embankment	f Total	Surface Patrices	Posturen	E		Y 1000 CI	aniig rave		
		2		BC	DBM	WMM1	/MM2	GSB	Grade		¢	an iace	Course			Sub Base	gr	Total	Tune of Construction
₹	25.00	26.60	1.6	8	8	٤	5	, S	50		4 000	4	Distri	WIMINI	WMMZ	GSB	Grade	Thicknes	יאלי כי כיוים מבווסי
7	26.60	27.25	0.65	æ	8	15	750	3 8	3	,	1,080	•	,	1	,	,	,	•	NEW CONSTRUCTION
m	28.40	29.55	1.15	45	8 8	19	150	3 6	, 2		087	\$	808	100.00	150.00	200.00	500.00	1,080.00	RECONSTRUCTION
4	29.55	29.85	0.3	8	8	5	57	202	35	1	1,080				,	,	r	,	NEW CONSTRUCTION
ı'n	29.85	32.65	2.8	8	8	2	150	200	102	•	085	40	8	100.00	150.00	200.00	200.00	1,080.00	RECONSTRUCTION
9	33.20	35,25	2.05	4D	8	3 5	2 5	200	3 8	1	080.	,		-	,	,	ŕ	٠	NEW CONSTRUCTION
,	35.90	28.40	3.3	Ş	3 8	3	200	2002	3	-	7,080	<u>'</u>	,	-	•	,		,	MOLECU ISTS MOLE WENT
	200	20, 10	777	3	3	SIT I	3	802	200	-	1,080	'	,	,	,				NO LOCALITA CONTRACTOR
c	38.10	38.40	0.3	8	8	100	150	2007	,		280	υø	8	3000	150.00	000	0000		INEW COMSTRUCTION
61	38.40	38.60	0.2	8	8	엺	150	700	5		1 080		3	20.00	720.00	30.00	20,00	1,080.00	RECONSTRUCTION
10	39.55	41.40	1.85	8	83	199	150	٤	2	903		:	,	,	•	,	,	-	NEW CONSTRUCTION
11	41.60	43.00	1.4	40	8	E	150	200	8 8	3 8		-		-	,			,	NEW CONSTRUCTION_DFS
, / <u>i</u> iz	43.00	43.30	0.3	8	8	8	130	3 2	3 8	CAR		•	-	1	,	'	,	,	NEW CONSTRUCTION DFS
<u>,</u>	43.60	44.30	0.7	40	8	Ę	150	Ę	3		7,000	,	,	1	<u> </u>	-	•	_	NEW CONSTRUCTION
14	44.80	45,75	560	8	등	2 2	15	3 5	, 52	,	280	₽	86	100.00	150.00	200.00	200.00	1,080,00	RECONSTRUCTION
13	45.75	46.00	0.25	40	8	13	3 5	3 5	Ř	,	1,080			-	١,	,	,	,	NEW CONSTRUCTION
16	46.00	47.95	1.95	8	8 8	5	5 5	3 6	. 5	, 200		90	89.8	100.00	350.00	200.00	500.00	1,080.00	RECONSTRUCTION
17	47.95	49.00	1.05	40	6	Ę	150	3 5	3	DOC.		,	,		-	,	,	,	NEW CONSTRUCTION DFS
					3	200	200	33	-	,	280	8	20.00	100.00	150.00	200.00	500.00	500.00 1,080.00	RECONSTRUCTION

WAY!

Sie singrature

SCHEDULE FOR PAVEMENT COMPOSITION AND TYPE OF CONSTRUCTION

2.1.5

OUR MARTE (73456)LASALHICHWAYSIMISG-D4

ODISHA WOI

NO, DATE

l				SCI	SCHEDULE OF PAVEMENT COMPOSITION (RIGID PAVEMENT)	MENT COMPC	SITION (RIG	ID PAVEMI	(LX:	***************************************		
Chainage	na E	ige	10.01	PQC Slab	Seperation layer	Sub base	Subbase	Subgrade	Embankment	Embankment Total Thickness		
From	٩	0	nengen.	(in mm)	(in micron)	(DLC) (in	GSB (in	(in mm)	(in mm)	(in mm)	Remarks	Remarks
27.25	23	28.40	1.15	300	125	150	150	200	1	1 100		Now
32.65	65	33.20	0.55	300	125	150	150	2005		1.100		New
35	35.25	35.90	0.65	300	125	150	150	500	1	1 100		Now
38	38.60	39.00	0.40	300	125	150	150	500	1	1100		Now
33	39.00	39.55	0.55	300	125	150	150	500	200	1,600	DFS	New
4	41.40	41.60	0.20	300	125	150	150	200	200	1,600	DFS	Now
4	43.30	43.60	0.30	300	125	150	150	500		1.100		New
4	44.30	44.80	0.50	300	125	150	150	500	f	1.100		New
7	48.25	49.00	0.75	300	125	150	150	200	1	1,100	*	New
				A. C.								

Rejerranche Te

WIDENING AND STRENGTHENING OF EXISTING CARRIAGENWY TO 2 LANE ROAD FROM MISHCHINTAKOLU . DURHIRA KM 25-000 TO KM 819-000 GALANCE WORK; PROKA 25-100 TO FROM STANDER CORREST.		
WIEMING AND STRENGTHENING OF EXISTING CARRINGEWAY TO ZUANE RODA FROM NISHCHINTAKOLU . DÜHURIA KM 25-001 TO TRIA 49-000 RALANCE WORK; PACKAGE - PUAA-2		
CARRIAGEWAY TO 2 LANE ROAD FROM NISHCHINTAKOLIJ . DUHURIA KM 25+000 TO KM 49+000 (BALANCE WORK) PACKAGE - P04A-2	MACH.	ENING AND STRENGTHENING OF EXISTING
DUHURIA KM 25+000 TO KM 49+000 (BALANCE WORK) PACKAGE - P04A-2	CARRIAGE	IWAY TO 2 LANE ROAD FROM MISHCHINTAKOILL.
PACKAGE - P04A-2	DUHURI	14 KM 25+000 TO KM 49+000 (BALANCE WORK)
		PACKAGE - P04A-2

N.T.S.

(SHEET 2 OF 2)

EMS. ASTROBER 734667LASANHIGHWAYSWISC-04

SCHEDULE FOR PAVEMENT COMPOSITION AND TYPE OF CONSTRUCTION

ODISHA WORKS

EA Associates South Asia DA: Ltd., India DA: EA Associates South Asia DA: Ltd., India DA: EA2 isour LOR: MOMON COOPERATIVE DELIA: INDIA ROAD, NEW CHANDOM

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DETAILS OF PAVEMENT SCHEDULE WITH TYPE OF TCS

		BO	AILS PAVE	MENT SCHEDULE	DETAILS PAVEMENT SCHEDULE WITH TYPE OF TCS (NISHCHINTROIL-NIHIIRA)	HINTKOII LOI IE	(71011	
ī	Chainage		Length	Total Thickness		200	Trans	
31.180	From	2		(in mm)	Type of Construction	Type of Area	TCS	Remarks
7	25.00	26.60	1.60	1080	NEW CONSTRUCTION	OPEN	2	PROFILE
2	26.60	26.80	0.20	1080	RECONSTRUCTION	BUILT	2	
3	26.80	27.25	0.45	1080	RECONSTRUCTION	OPEN	-	
4	27.25	28.40	1,15	1100	RIGID PAVEMENT	BUILT	3	
2	28.40	29.55	1.15	1080	NEW CONSTRUCTION	OPEN	2	PROFILE
9	29.55	29.85	0:30	1080	RECONSTRUCTION	OPEN	1	
7	29.85	32.65	2.80	1080	NEW CONSTRUCTION	OPEN	2	PROFILE
8	32.65	33.20	0.55	1100	RIGID PAVEMENT	BUILT	6	
6	33.20	35.25	2.05	1080	NEW CONSTRUCTION	OPEN	2	PROFILE
a	35.25	35.90	0,65	1100	RIGID PAVEMENT	BUILT	m	
Ħ	35.90	38.10	2.20	1080	NEW CONSTRUCTION	OPEN	2	REALIGN & DROCHE
12	38.10	38.40	0.30	1080	RECONSTRUCTION	OPEN	-	THE COLUMN THE PARTY OF THE PAR
13	38.40	38.60	0.20	1080	NEW CONSTRUCTION	OPEN	2	PROFILE
14	38.60	39.00	0.40	1100	RIGID PAVEMENT	BUILT	3	100
13	39.00	39.55	0.55	1600	RIGID PAVEMENT DFS	BUILT	4	
16	39.55	41.40	1.85	1580	NEW CONSTRUCTION DFS OPEN	OPEN	2	
17	41.40	41.60	0.20	1600	RIGID PAVEMENT DFS	BUILT	4	
81	41.60	43.00	1.40	1580	NEW CONSTRUCTION DES OPEN	OPEN	2	
ឡ	43.00	43.30	0.30	1080	NEW CONSTRUCTION	OPEN	2	PROFILE
8	43.30	43.60	0.30	1100	RIGID PAVEMENT	BUILT	6	
ជ	43,60	44.30	0.70	1080	RECONSTRUCTION	OPEN	-	
22	44.30	44.80	0.50	1100	RIGID PAVEMENT	BUILT	m	
23	44.80	45.15	0.35	1080	NEW CONSTRUCTION	BUILT+OPEN	2	PROFILE
24	45.15	45.75	0.60	1080	NEW CONSTRUCTION	OPEN	2	
22	45,75	46.00	0.25	1080	RECONSTRUCTION	OPEN	-	
92	46.00	47.95	1.95	1580	NEW CONSTRUCTION DES OPEN	OPEN	2	
27	47.95	48.25	0.30	1080	RECONSTRUCTION	OPEN+BUILT	-	
28	48.25	49.00	0.75	1100	RIGID PAVENENT	BUILT	m	

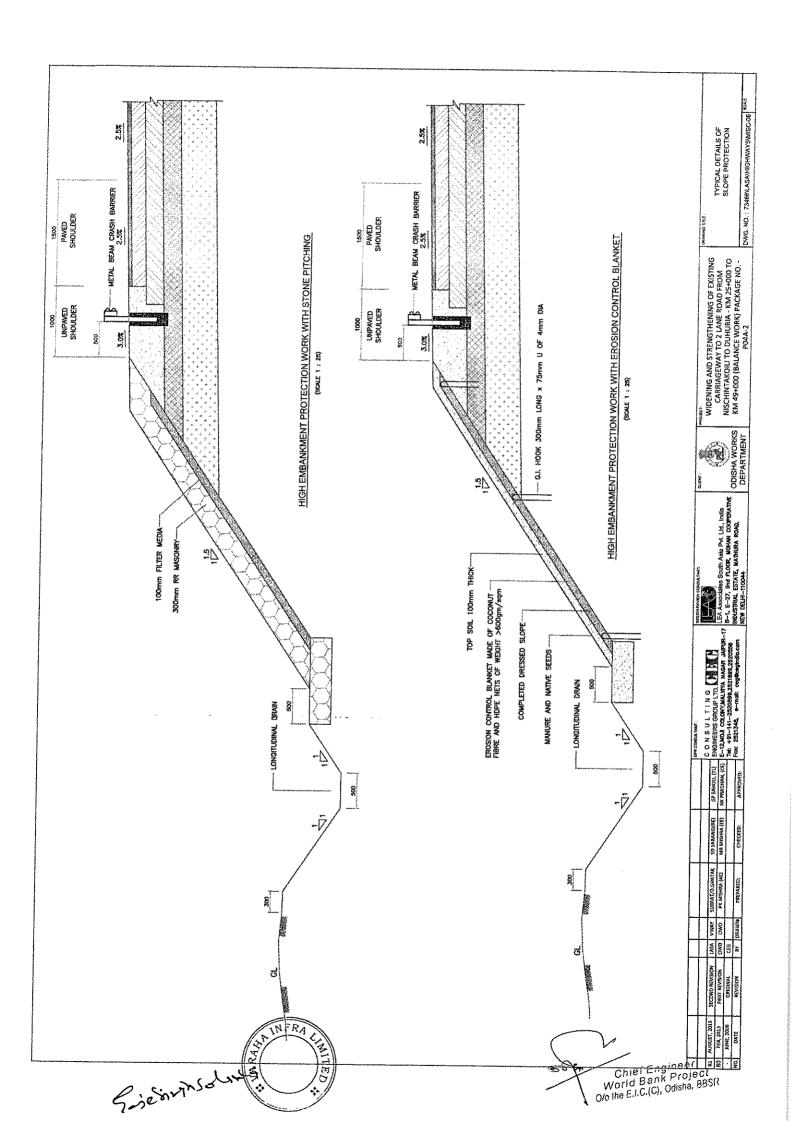
		DRAWING STREE	DETAILS OF PAVEMENT SCHEDULE	WITH TYPE OF TCS		OMS NUMBER 73486/LASANHIGHWAYSIMISC-05	
		SCALE".		N.T.S.			
			WIDENING AND STRENGTHENING OF EXISTING	CARRIAGENAY TO 2 LANE ROAD FROM NISHCHINTAKOLU -	PACKAGE - POAR		
	STEER!	***			COUNTY WORKS	DEFARIMEN	
	DÉBICH REVIEW CONSULTANT		LEA Associates South Ania Put 11d India	B-1, E-27, find PLDOR, MOHAN GOOPERATIVE	MULES INTEL ES INTEL MA HURA ROAD, NEW DELHI-110044		
	PR CONSULTANT	ONSULTING THE	1995 REVIEW OND VINEY PRINSPERIOR MAYKNEAGED IN FRANSHINGS ENGINEERS GROUP LTD. A 18 18 18 18 18 18 18 18 18 18 18 18 18	fet +94-141-2520098-2521098.252056 Fax:	Zaztada, o-mail copingrafia com		
	<u>.</u>	D SHOOPIES (х вваснимисе:	,,,,	APPROVED		
		S DOMENIC G	LA SKOHBA (EE) N		CHIEDRED		
	•••	LARKTIDICHMIAK	PLUNSHEN (0E)		DRAWN PREPARED:		
İ	_	VINAY	VSINEY		DRAWAY	7	
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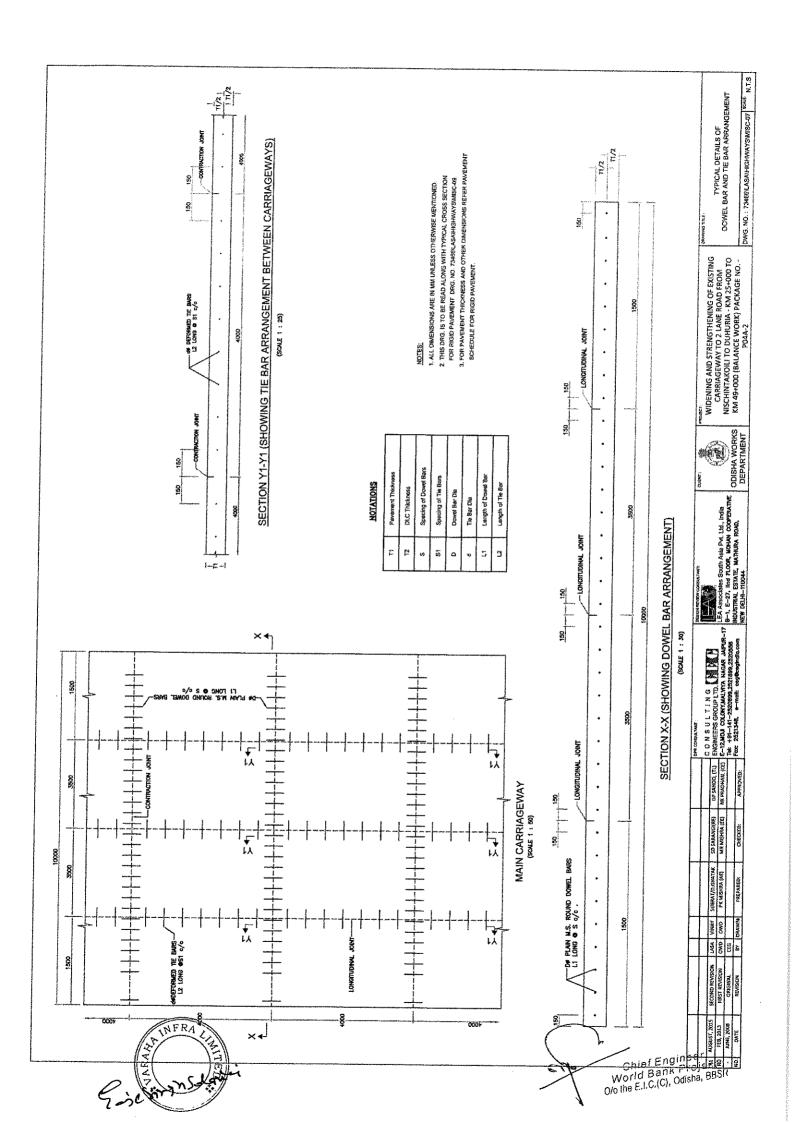
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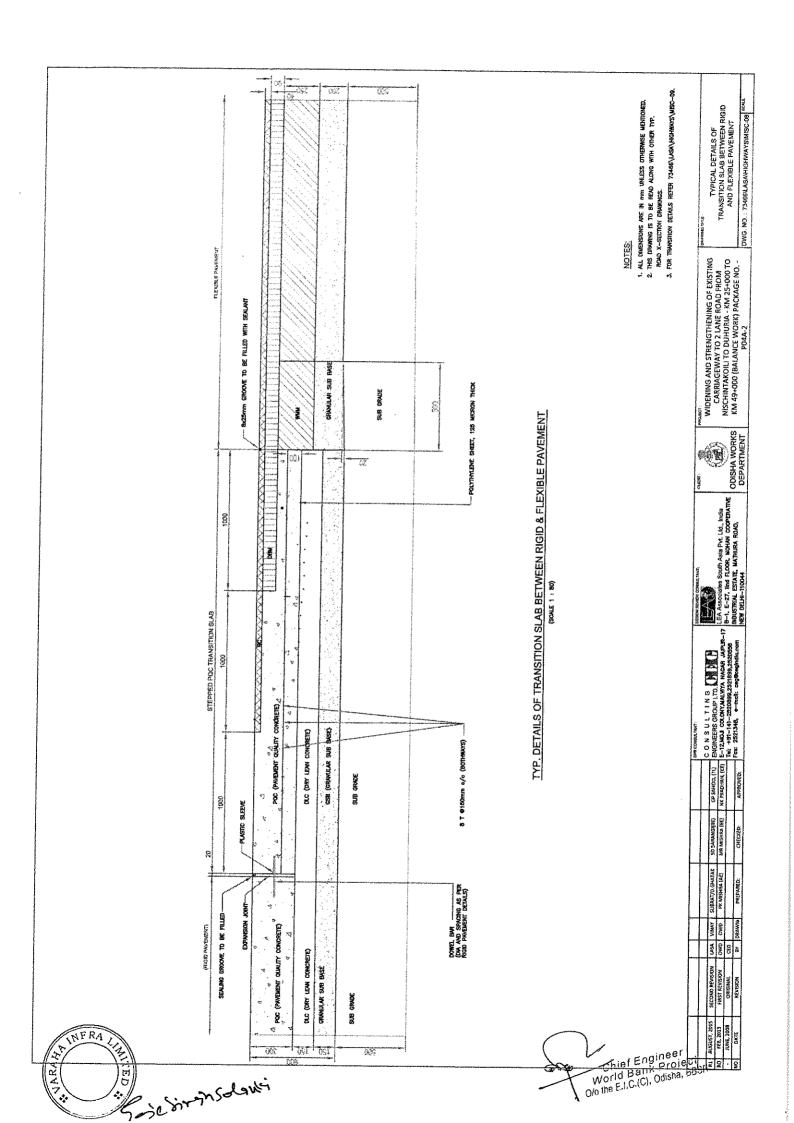
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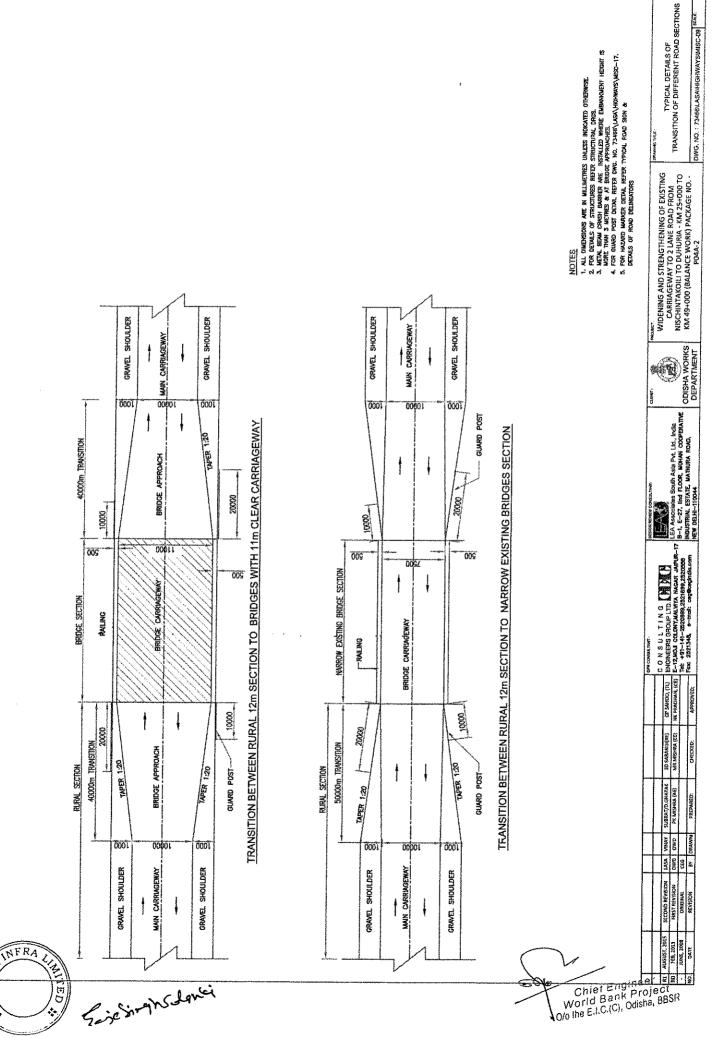
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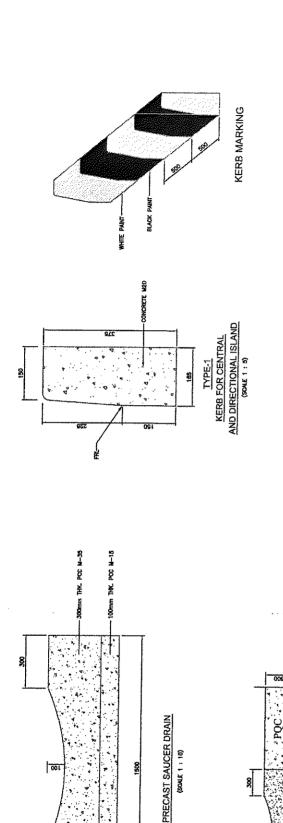








JARARA



(SCALE 1: 10)

8

	בספוב	P DRAIN	SCHEDULE OF DRAIN - NISCHINTAKOLLI TO DUHURIA	* AKOIL!	10 DUHE	RIA
- L	Chaj	Chainage		Type of	Length	
i	From	To	ž Ž	Drain	Saucer Drain	Remarks
1	26+600	26+800	Both	Saucer	200	
2 2	27+250	28+400	Bath	Saucer	1150	
3 3	32+650	33+200	Both	Saucer	550	
4	35+250	35+900	Bath	Saucer	650	
5 3	38+600	39+550	Both	Saucer	950	
9	41+400	41+600	Both	Saucer	200	
7 4	43+300	43+600	Both	Saucer	300	
8 4	44+300	44+800	Both	Saucer	200	
6	44+800	45+150	Left	Saucer	350	
30 4	47+950	48+250	Right	Saucer	300	
11 4	48+250	48+950	Both	Saucer	700	

BC (BITUMINOUS CONCRETE)

DBM

WIMIN

GSB

CSB

(Scale 1:20)

- 1. THE PROVISION AND LENGTH OF THE LINED DRAWS SWILL BE RESSESSED UNINNO THE TIME OF CONSTRUCTION.

 2. POOTPANT! BARBIERS SMALL BE PROVIDED AS PEN DIME No. 73460\LASA\HGHWAYS\VASC-16.

- 3. FOR BAFRICADES OPENING SHALL BE PROMDED.
 4. LINED DIVIN SCHEDULE SUPER SEED THE PLAN.

5. ALL RENFORCEMENT SHALL BE CONFIRMED TO FIR 500.

TYPICAL DETAILS OF DRAIN AND KERB

DWG. NO.: 73466LASAMIGHWAYSIARISC-10 SOME

NFRA Tose sirins dawi JARAHA

001

PRECAST SAUCER DRAIN IN RIGID PAVEMENT (Scale 1:20) · GSB *

GSB

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PRECAST SAUCER DRAIN IN FLEXIBLE PAVEMENT Chief Enginee Strang on the Chief Enginee Strang on the Chief Enginee Strang on the Chief Engineer of the Chief Strang on the Chief Engineer of the Chief Strang on th

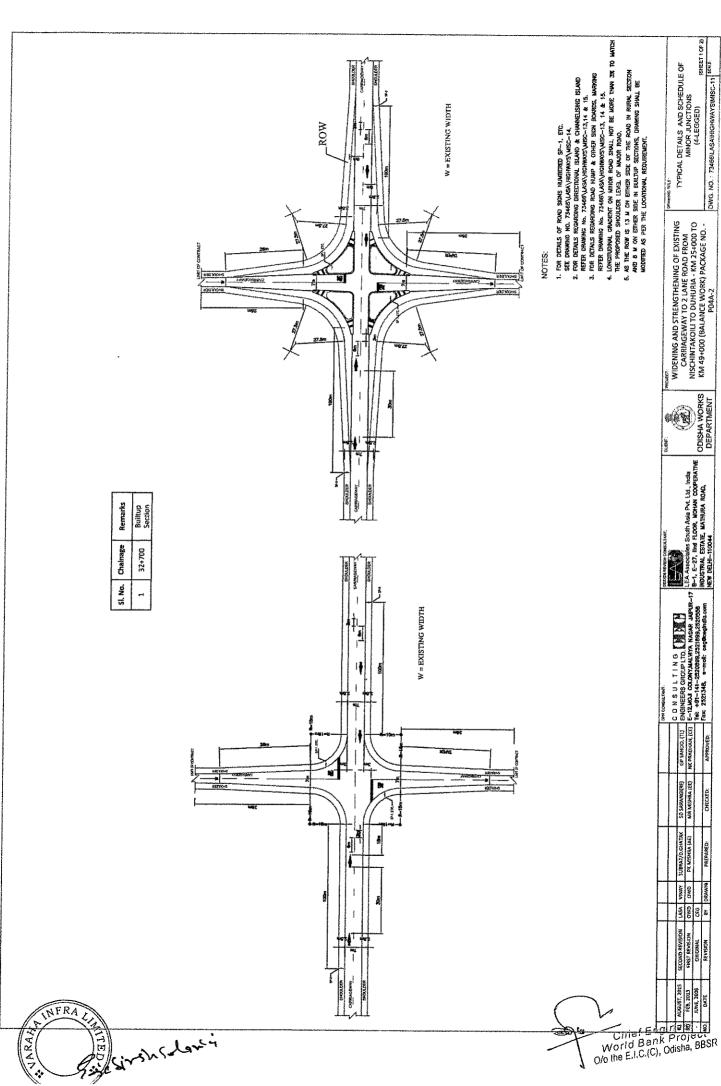
| SO SARANGERE | GF SARDOC, TIT) | ENGINEERS GROUP LTO. | THE PROPERTY | SARANGERE | REPRESSION | SARANGE
LEA Associates South Asia Pri-Lid., India 18-1. E-27, India 1809. Revenue Congruente Estat, antistas Roug.

CHASA

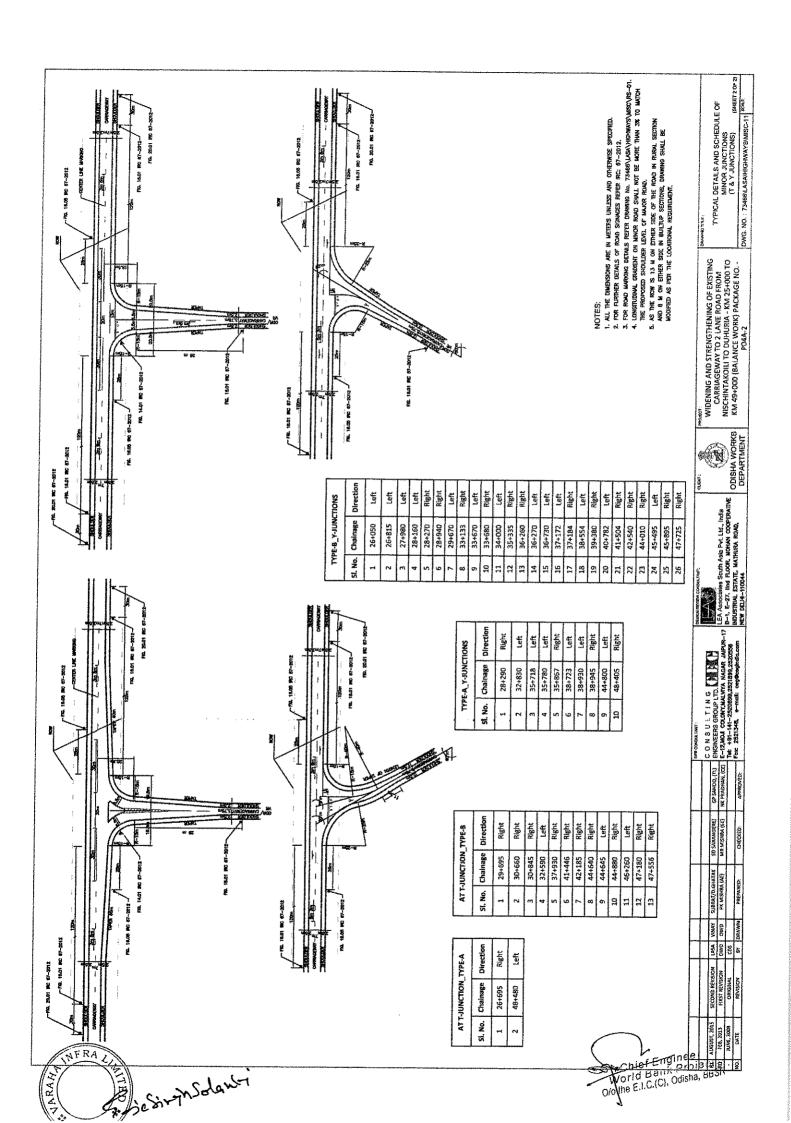
SECOND REVISION

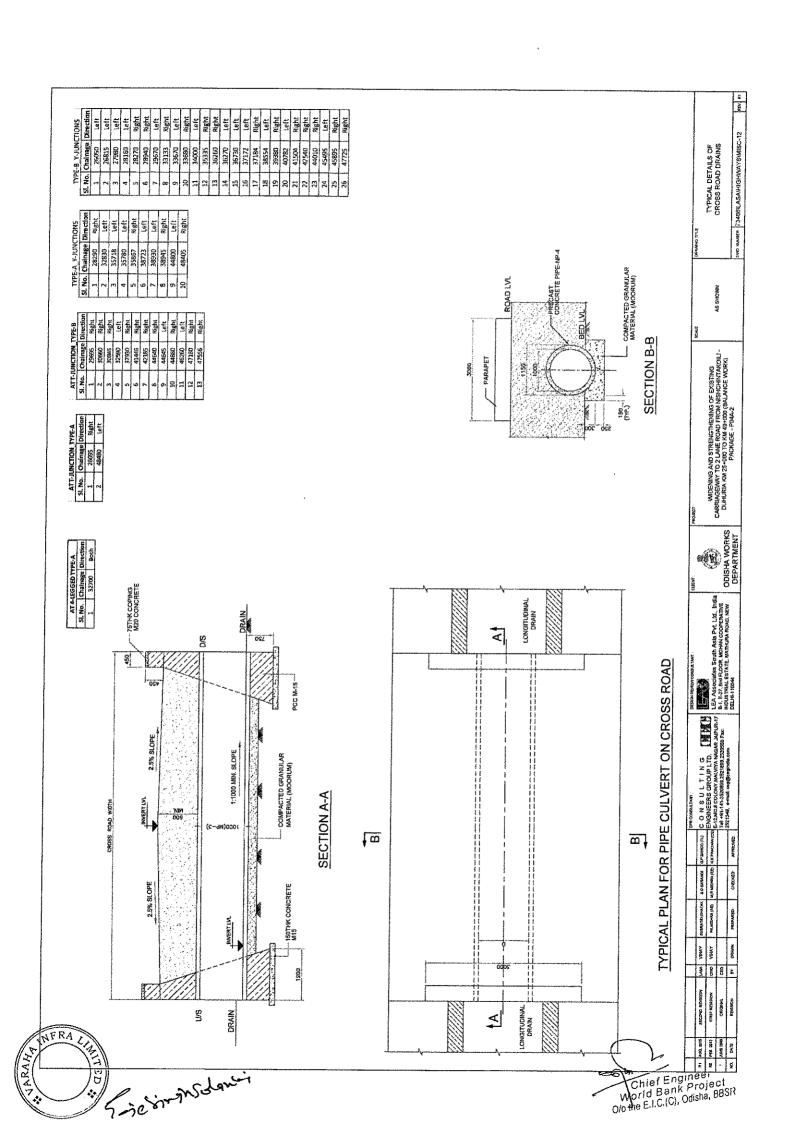
ODISHA WORKS DEPARTMENT

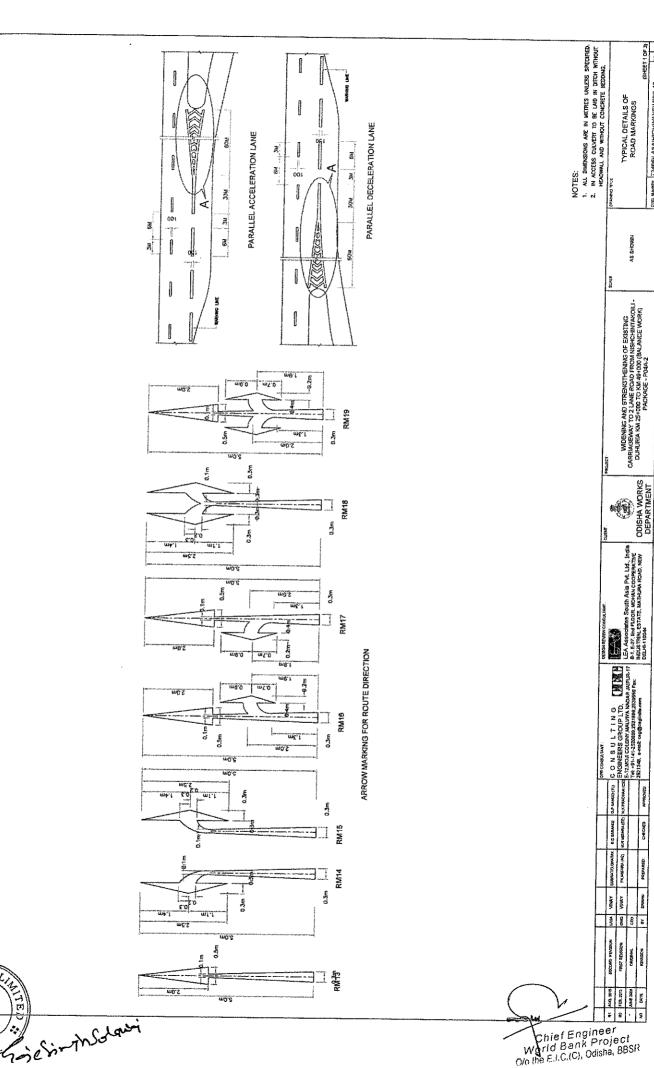
WIDENING AND STRENGTHENING OF EXISTING CARRIAGEWAY TO 2 LANE ROAD FROM NISCHINTAKOILI TO 0 DUHURIA - KM 25-000 TO KM 49+000 (BALANCE WORK) PACKAGE NO. - P04A-2.



DWG. NO.: 7346612 ASAUHIGHWAYSWISC-11 SOME.



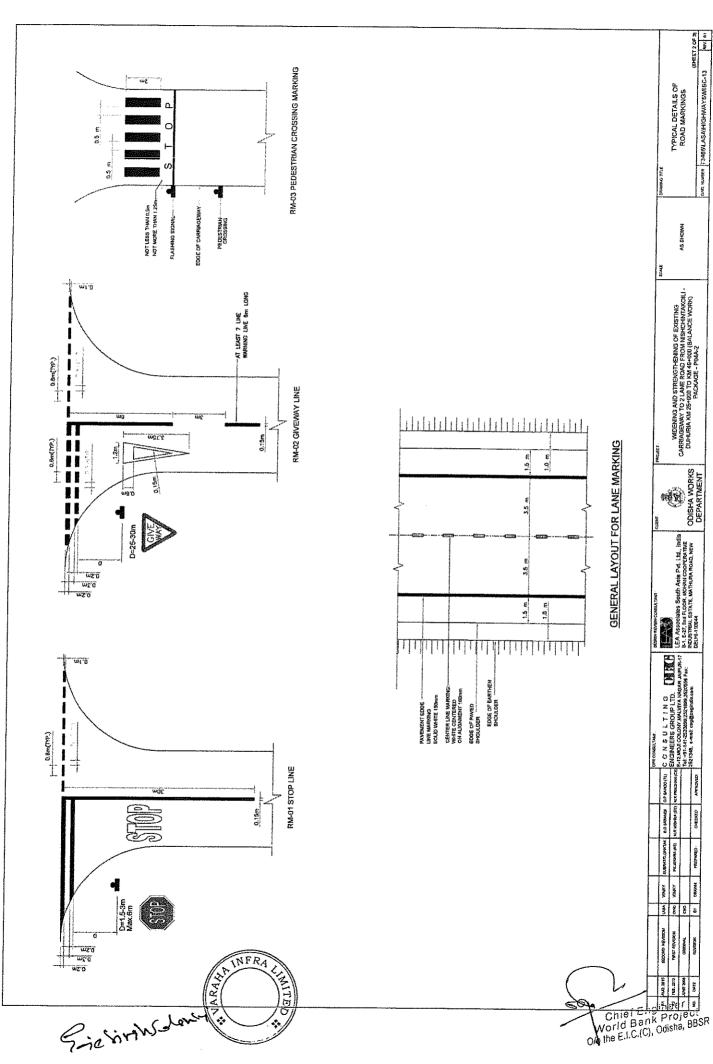


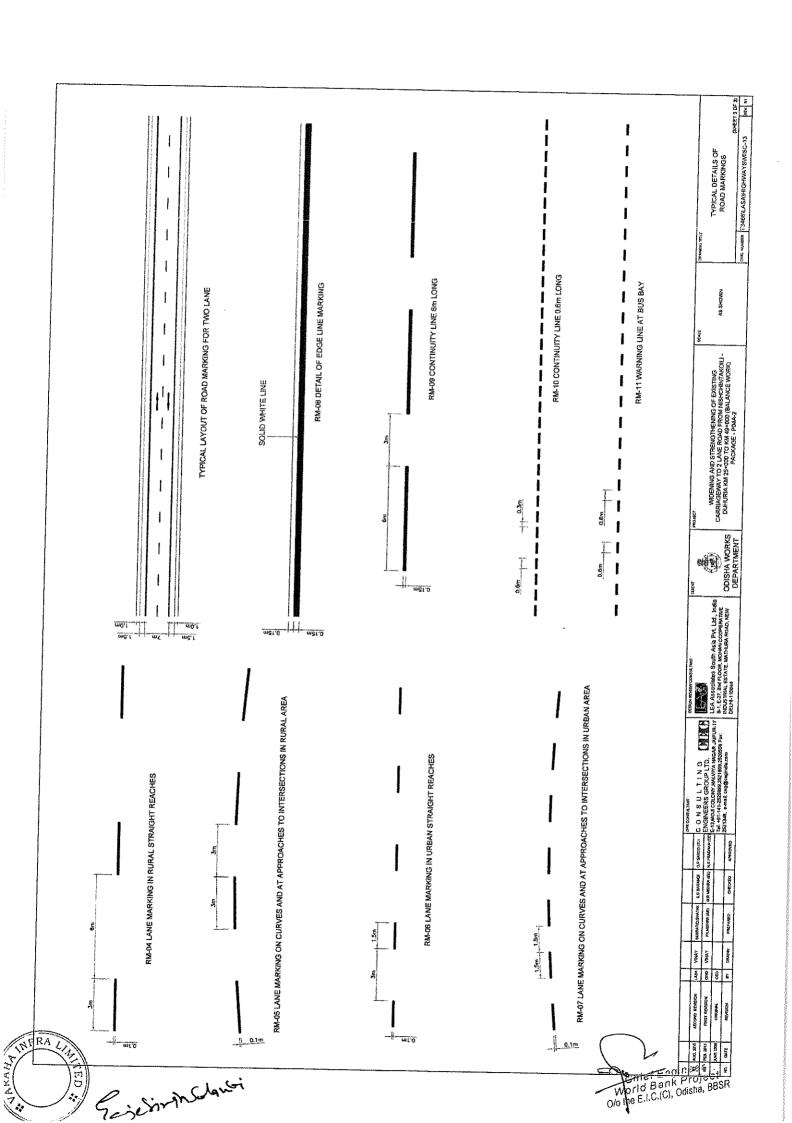


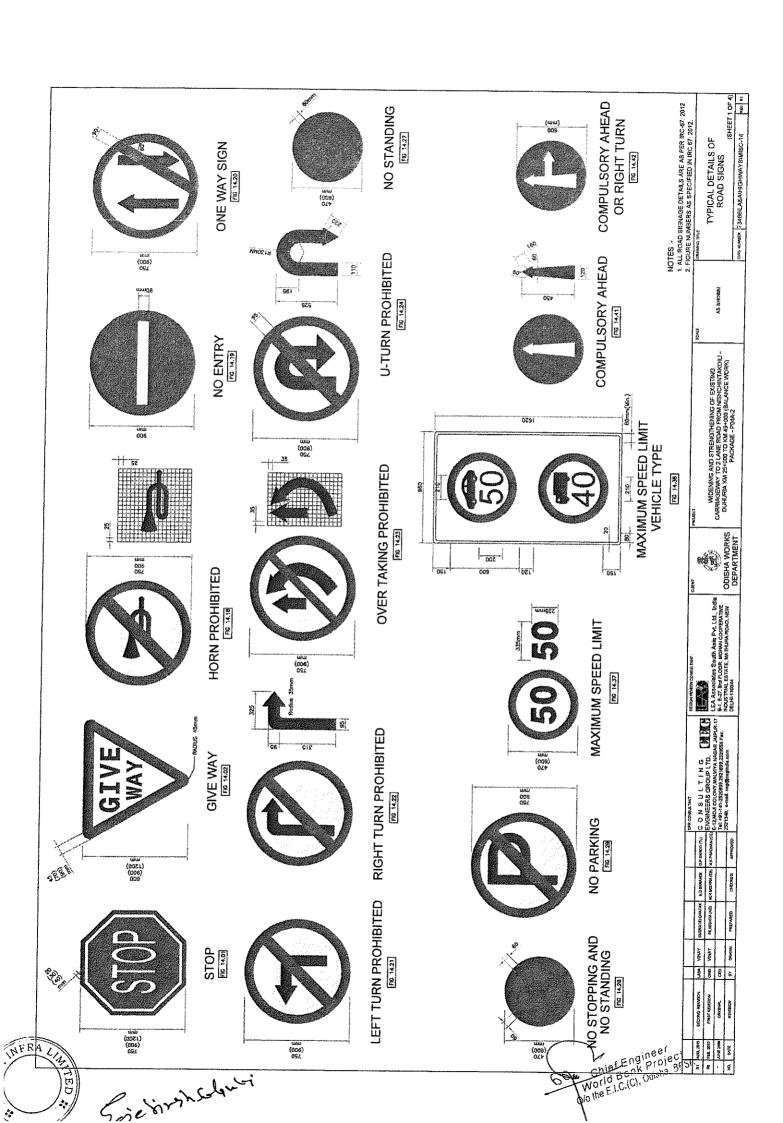
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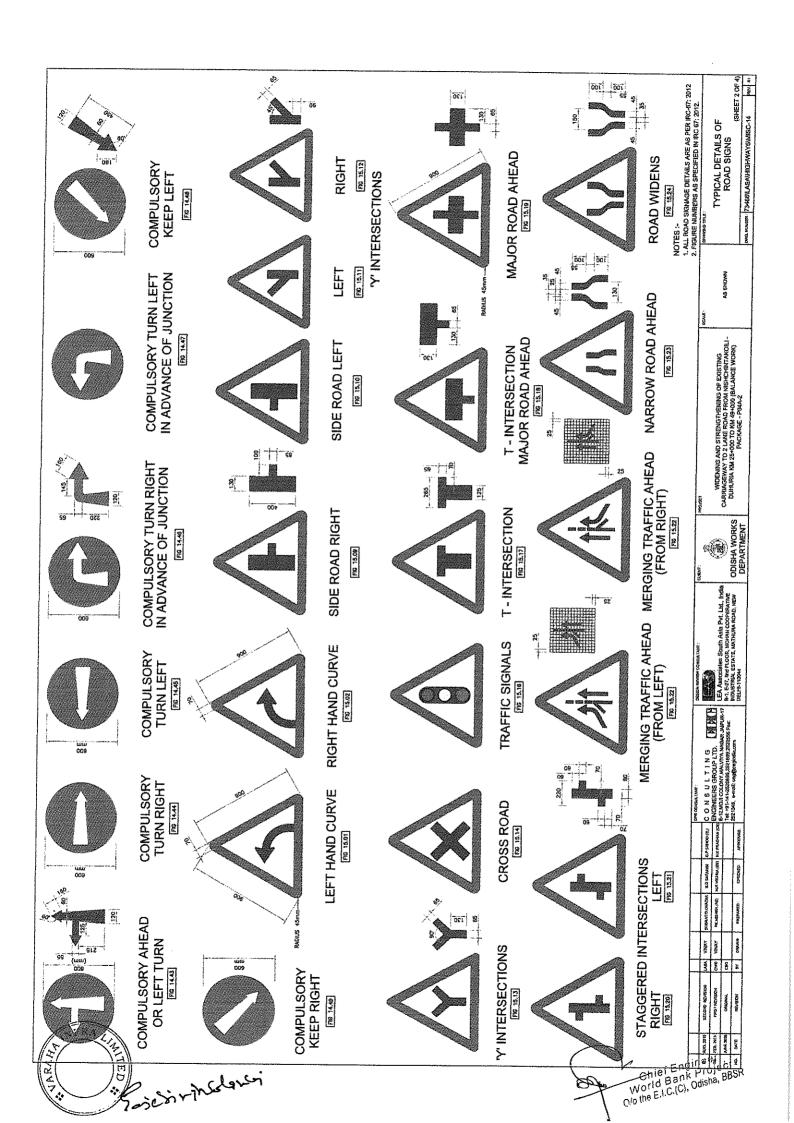
Chief Engineer
Warld Bank Project
Olo the E.I.C.(C), Odisha, BBSR

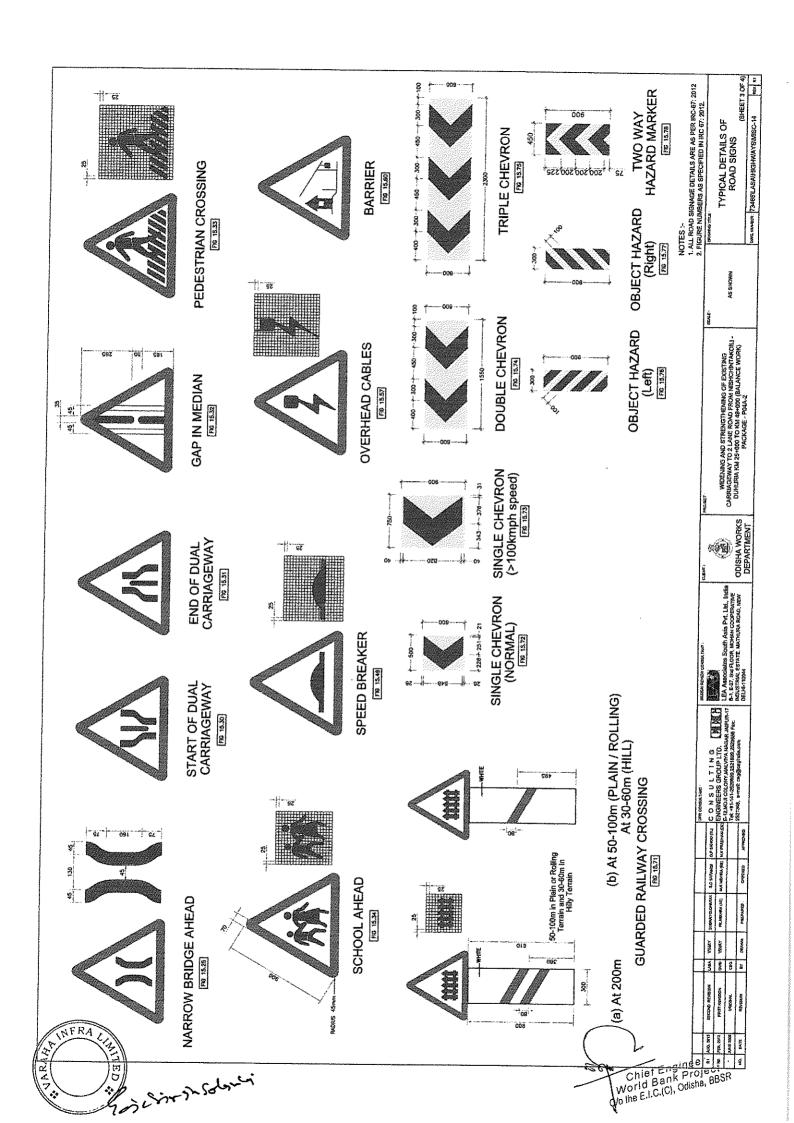
DYD. HANNER 734664 ASANHCHWAYSMISC-13

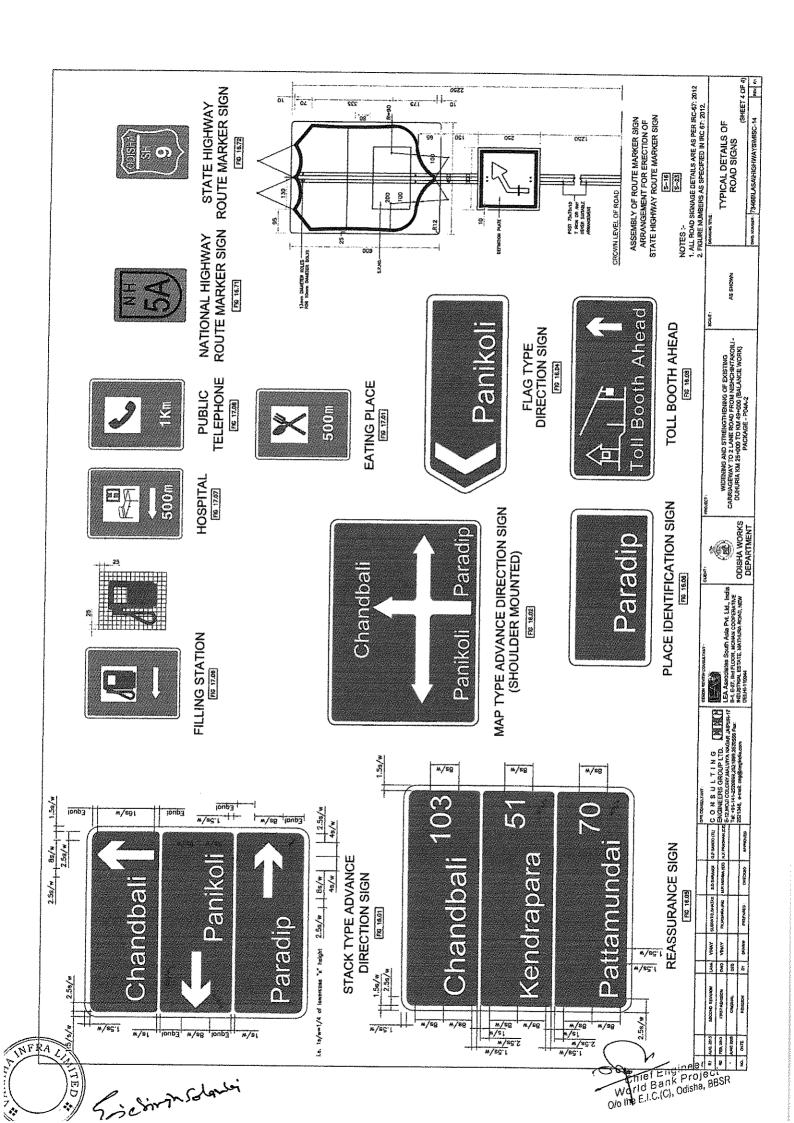


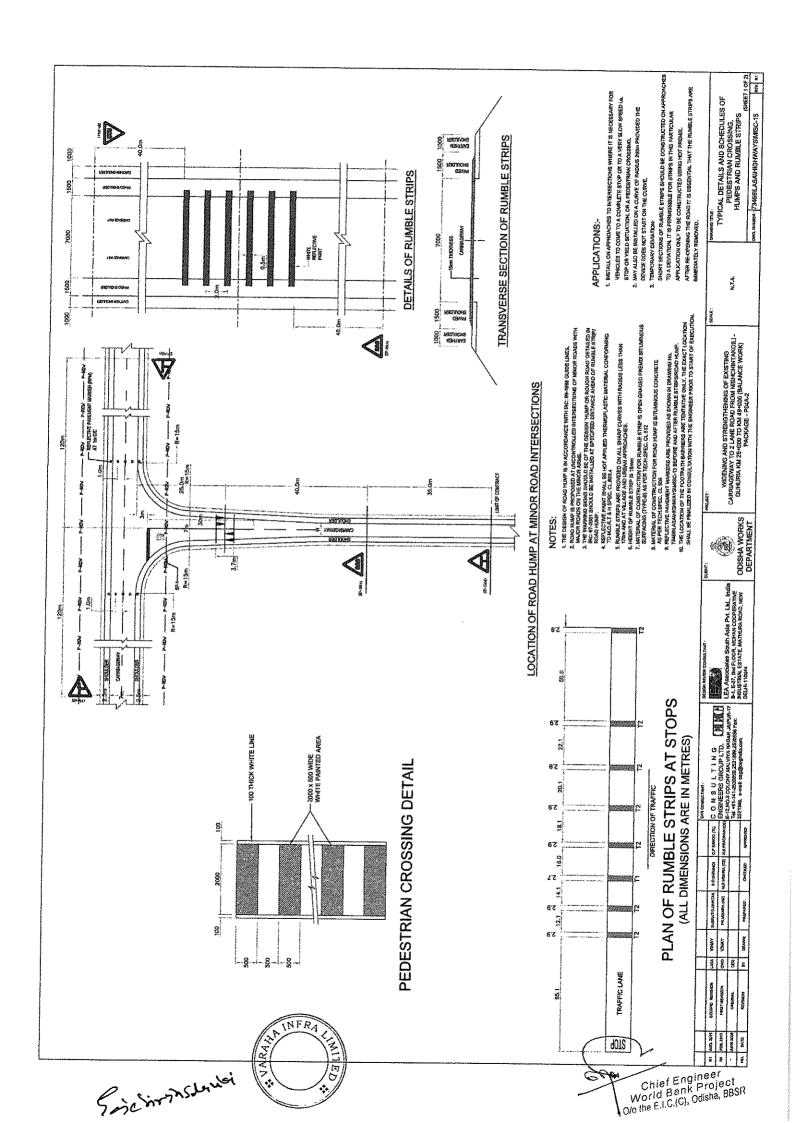














SCHEDULE OF HUMPS AT BUILT-UP AREA

SCHEDULE OF PEDESTARIAN CROSSSING SL. NO. | CHAINAGE | DESCRIPTION

26648 26734 26952.5

Location 26648 26734 27446 35622

200

CHOINS	Direction	Left	her	heir	Left	Right	Right	Left	Right	tet	Right	Left	Right	Right	left.	Left	left.	Right	teft	Right	Left	Right	Right	Right	Left	Right	Right
AT TYPE-B Y-JUNCTIONS	Chainage	26050	28835	27980	28160	28270	28940	23670	33133	33670	33680	34000	35335	36260	36270	36730	37172	37184	38554	39380	40782	41504	42540	44010	45495	45895	47725
ATTYP	Si. No.	1	2	m	4	5	9	7	80	Q,	30	11	12	13	14	ង	19	17	33	19	23	ង	23	23	24	22	92
						_											_	_			1	i				F	
SNOT	Direction	Right	He#	left.	퍨	Right	Tal.	te t	Right	뺭	E.			¥.	Irection	Both			1		1	1			1	t	
AT TYPE-A Y-JUNCTIONS	Chainage Direction	28290 Right	32830 Left		35780 Left	-	-	\dashv		44800 Left	48405 Right			AT 4-LEGGED TYPE-A	引	32700 Both					1	1				t	I

1000

, ,

ON_TYPE-B	ge Direction	5 Right	Right	-
ATT-JUNCTION_TYPE-B	Sl. No. Chainage	1 29695	2 30660	
TYPE-A	Direction	Right	T T	
ATT-JUNCTION TYPE-A	No. Chainage	26695	48480	
ATT	<u>5</u>	-1	2	

Right Right 뱱

> 32590 37930

1

DETAILS OF ROAD HUMP

			/	/
R17mm + H4100mm	The state of the s	LONGITUDINAL SECTION	Manual Control	TRANSVERSE SECTION OF ROAD HUMP
			\	\

41446 Right
42.125 Right
44640 Right
44640 Left
44820 Right
47180 Right

NOTES: 1. The location of the pooppath barbeigs are toitaine only, the diacy coation sall be fine to start of diecution TYPICAL DETAILS AND SCHEDULES OF PEDESTRIAN CROSSING, HUMPS AND RUMBLE STRIPS N.T.S. WIDENING AND STRENGTHENING OF EXISTING CARRIAGENNY TO 2 LAME ROAD FROM NISHCHMTAKOLL - DUHURIA KM 28-100 TO KM 48-100 (BALANCE WORK) PACKAGE - P04A-2

DAMA, INDIANA 73465/LASAVHIGHWAYSVAISC-15

CHARLES REVIEW CONSILLTANT	CLERT	Pen Ser
LEA Associates South Asia PVI, LEI, India Bas, EST, Iman ILOR, Worken CODERATIVE BAST HE SET TE, Assit HERA ROAD, NEW DELH-(1004)	ODISHA WORKS	2 2

GONSULTING
ENGINEERS GROUP LTD. LENGTH SET OF THE SET O

Chief Englisher 19
World Bank Project
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Sichryhodyner

BB RIGHT BB LEFT HOSPITAL

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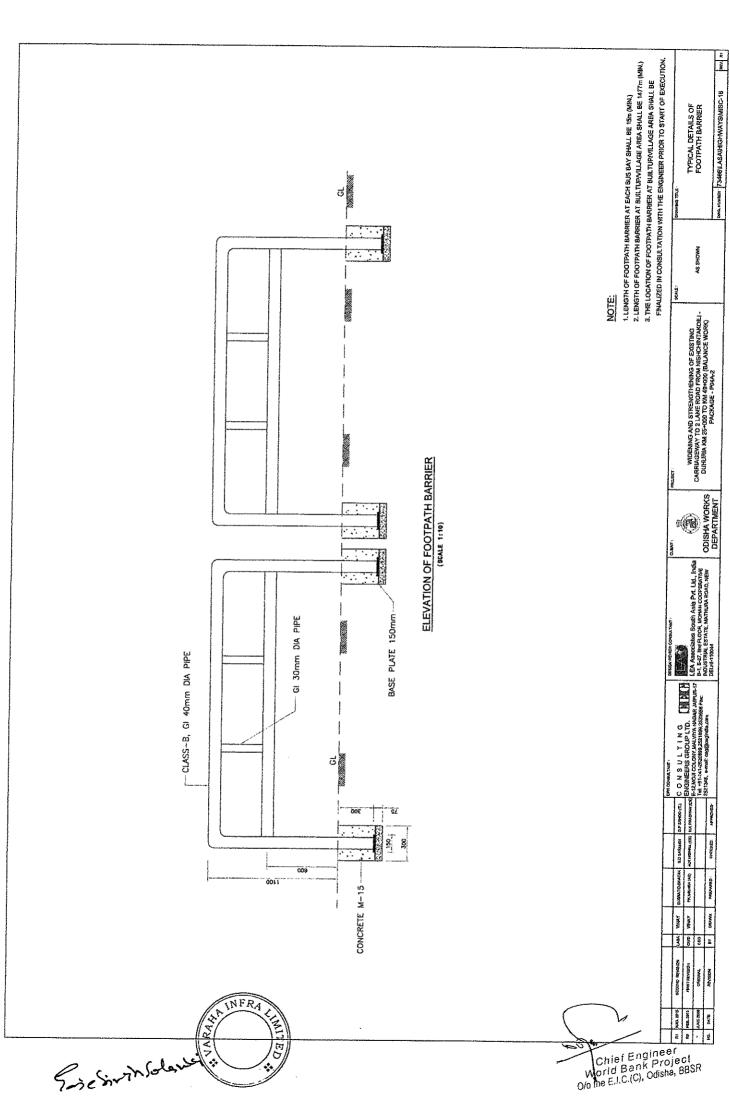
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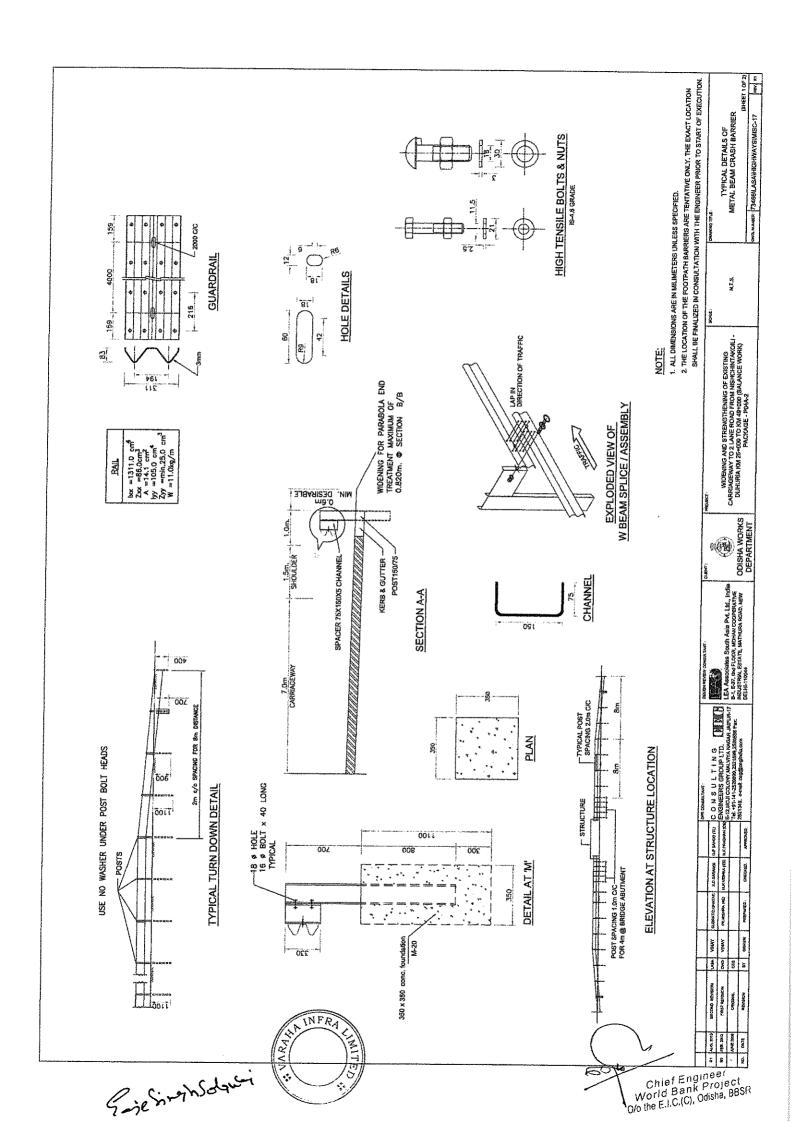
SB RIGHT BB LEFT BB RIGHT

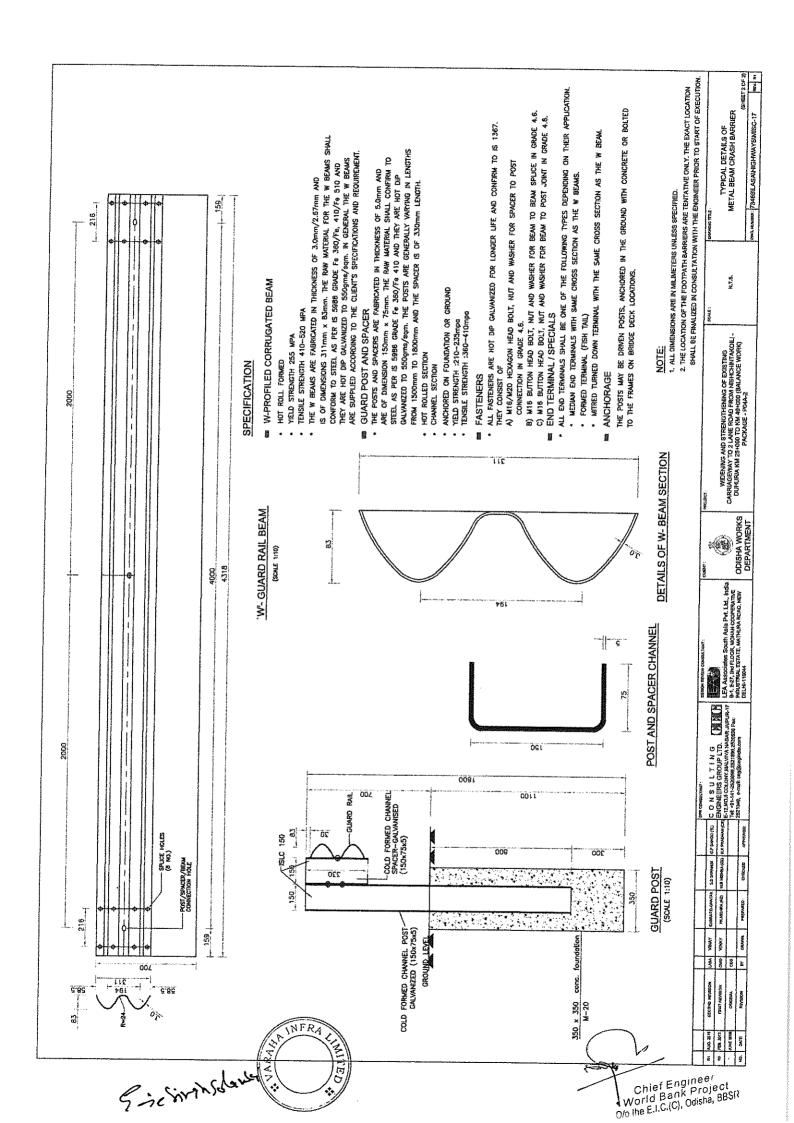
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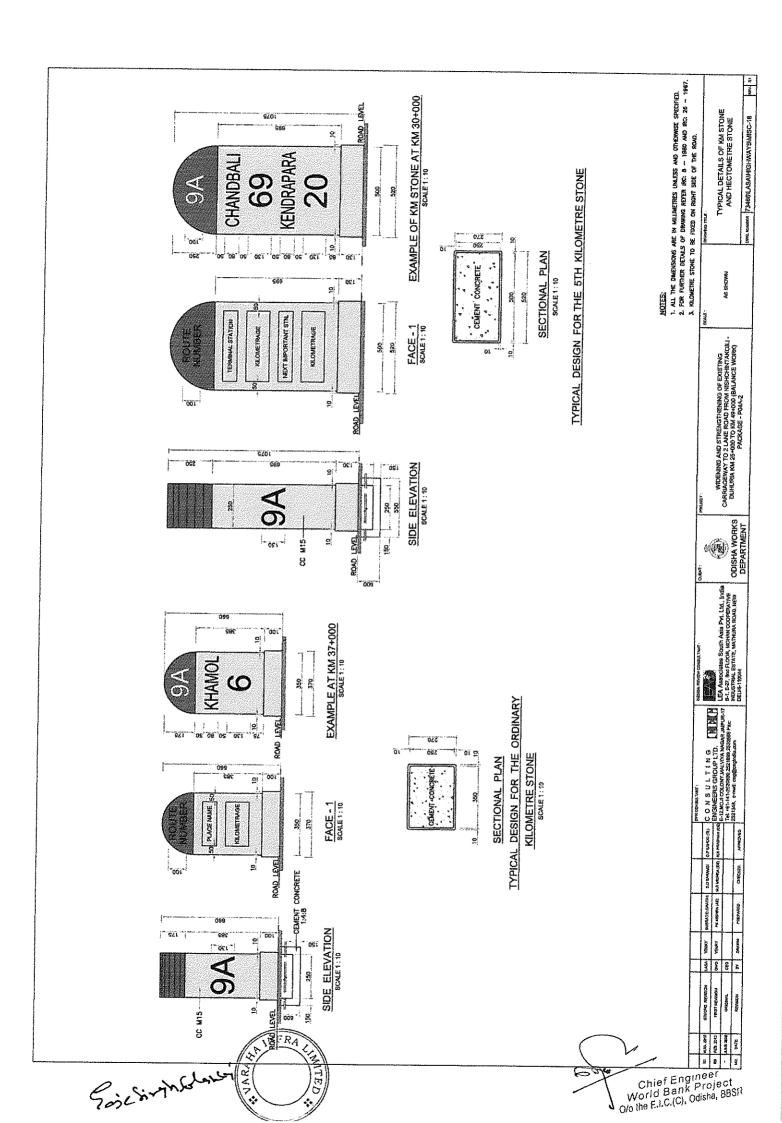
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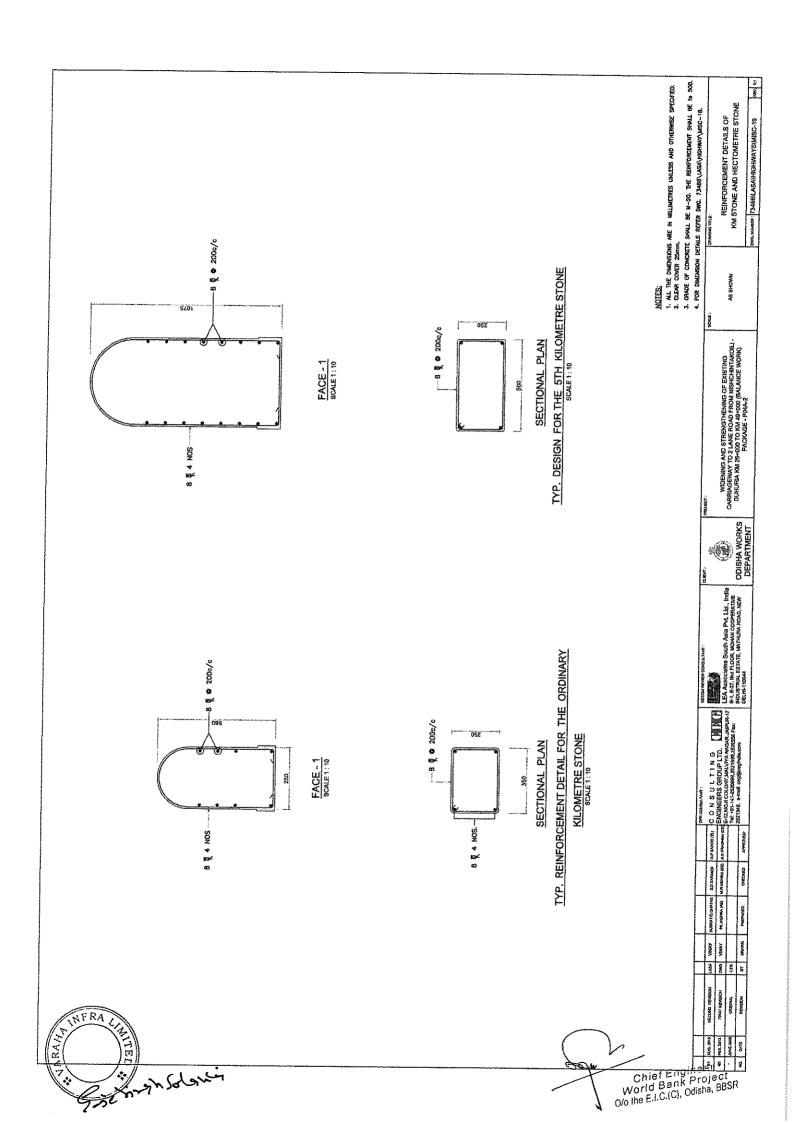
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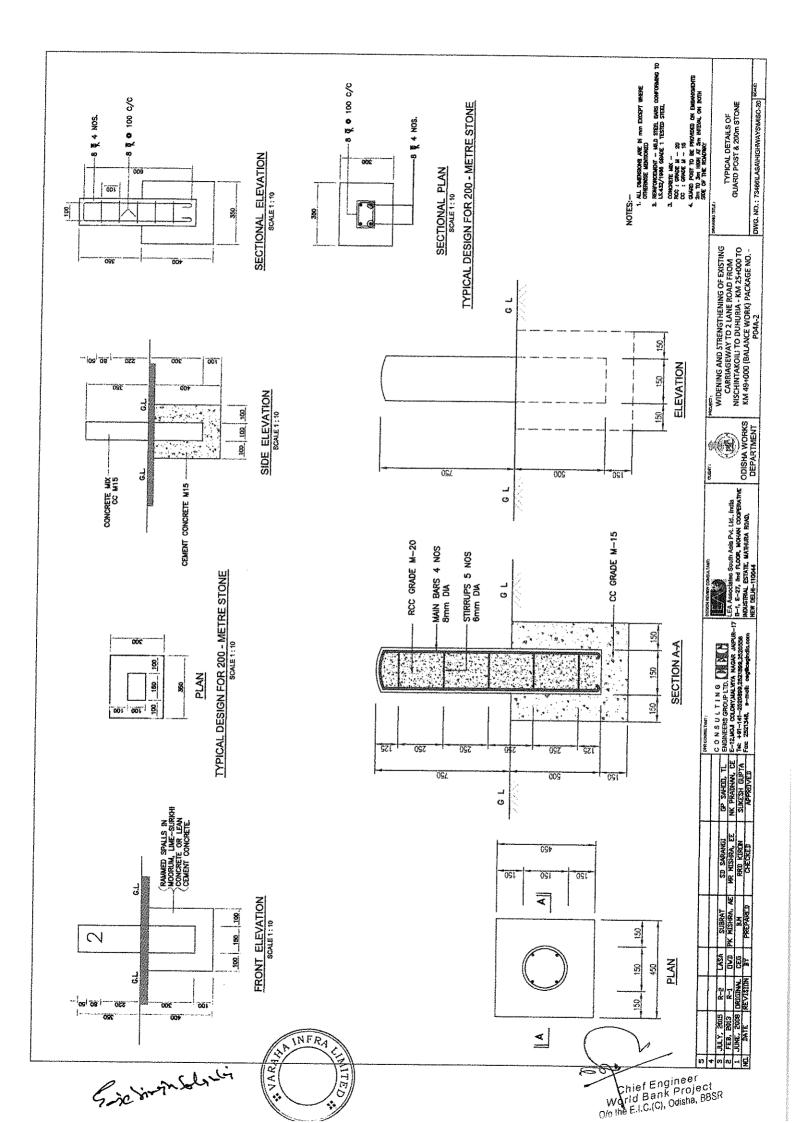


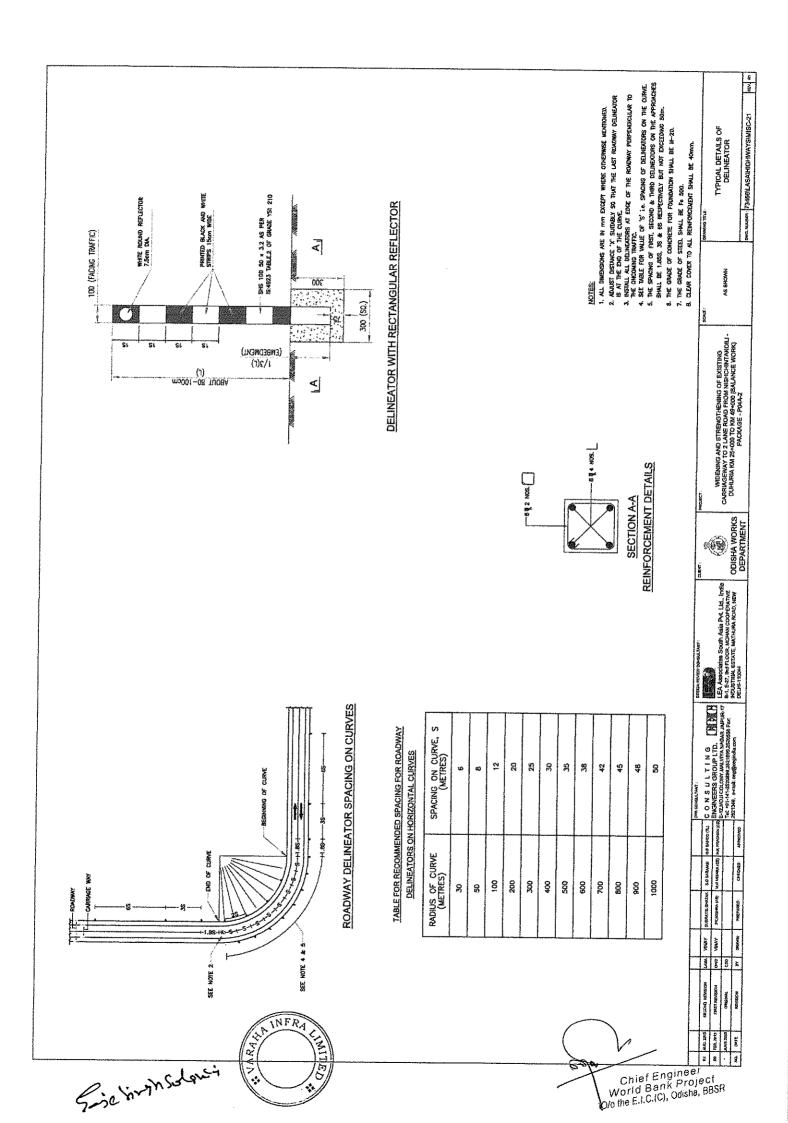


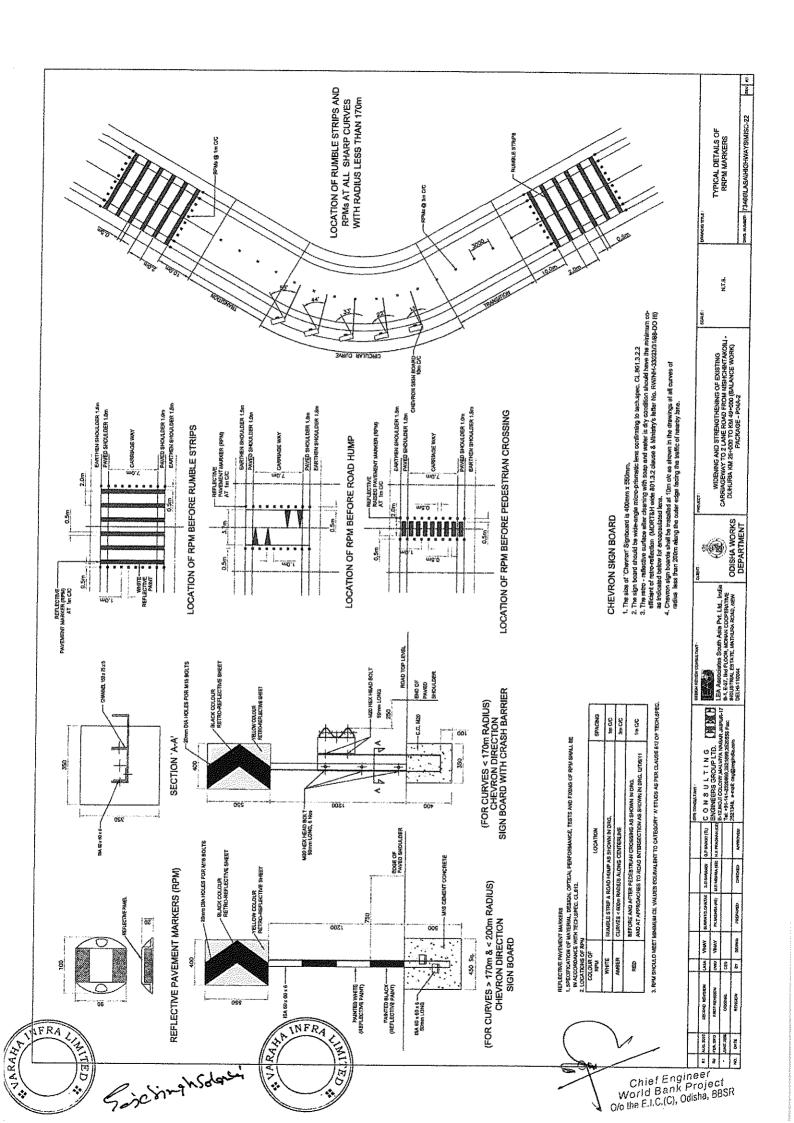


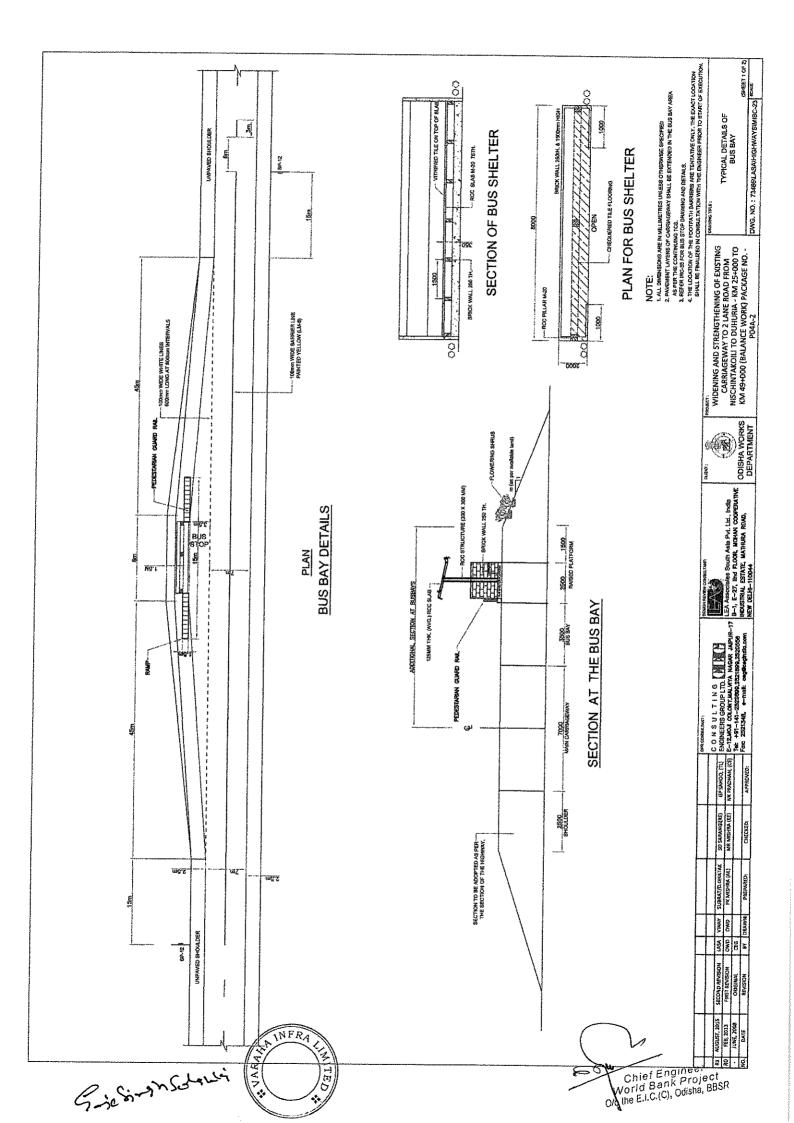




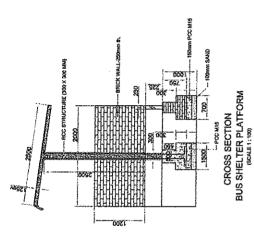






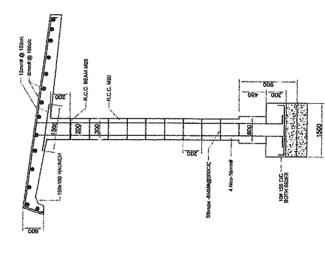


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160mm PCC MTS

030 200



REINFORCEMENT PLAN of COLUMN (SCALE 1:20)



REINFORCEMENT OF BEAM (SOMETIME)

DPR CONSULTAIT:	CONSULTING PARTIES	GP SAHOO, (TL) ENGINEERS GROUP 1 TD. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	NK PRADHAM, (CE) E-12, MOJ COLONY, MALNYA NAGAR JAPUR.	Tet +91-141-2520599,2521899,2520555	rac 2521348, e-mail: eagliceanda.com	
		GP SAHOO, (TL)	NK PRADHAN, (CE)		APPROVED:	
		SD SARANGI(RE)	MR MISHRA (EE)		CHECKED:	
		O REVISION LASA VINAY SUBRAT/D.GHATAK	PK MISHRA (AE)		PREPARED:	
		VENAV	GMO GMO		DRAWN	
		LASA	GWD	933	м	
		O REVISION	REVISION	KINAL	VISION	

Chief Ens Project
World Bank Project
Oto the E.I.C.(C), Odisha, BBSR

EA Associates South Asia P.V.; Lid., India P.-F. E-Z.; Ind FLOOR, WOKAN COOPERATIVE INDICETRUL ESTATE, MATHURA ROAD,

ODISHA WORKS

WIDENING AND STRENGTHENING OF EXISTING
WIDENING AND STRENGTHENING OF EXISTING
CARRAGEWAY TO 2 LANE ROAD FROM
NISCHINTAKOLLI TO DUHURIA - KM 25+000 TO
KM 49+000 (BALANCE WORK) PACKAGE NO. PO4A-2

TYPICAL DETAILS OF BUS BAY

DWG. NO.: 734681LASANHIGHWAYSWISC-23

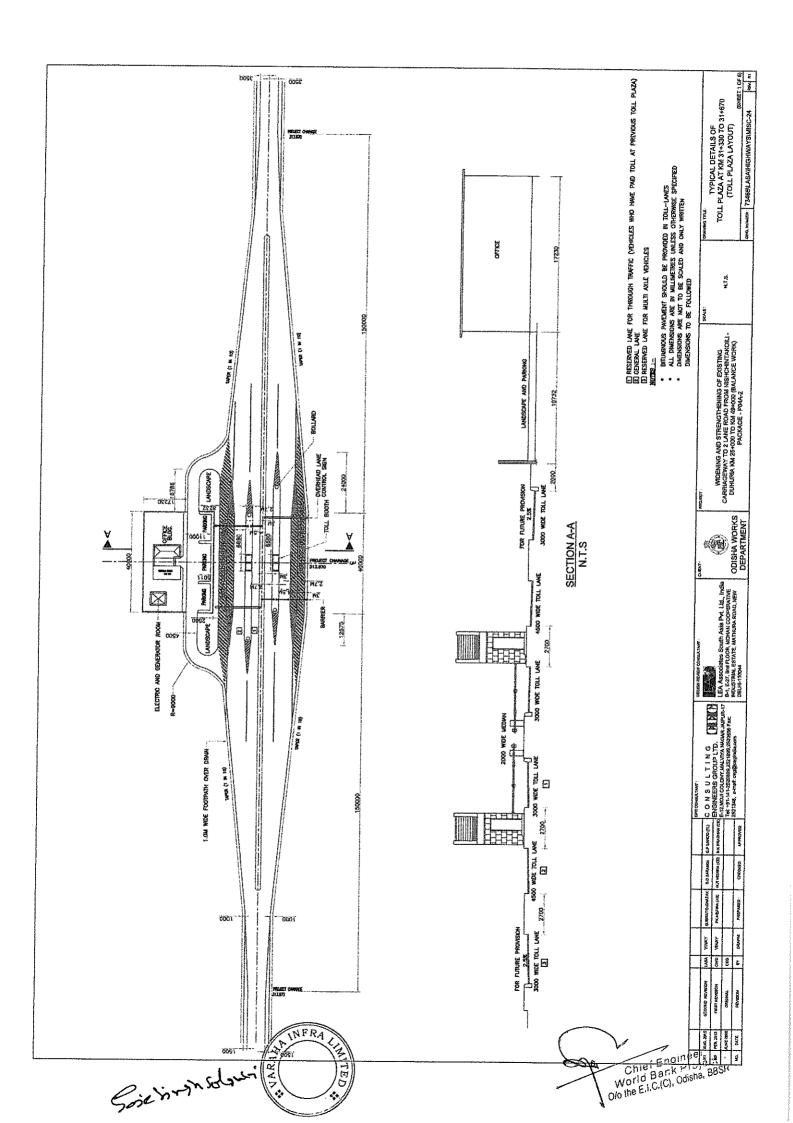
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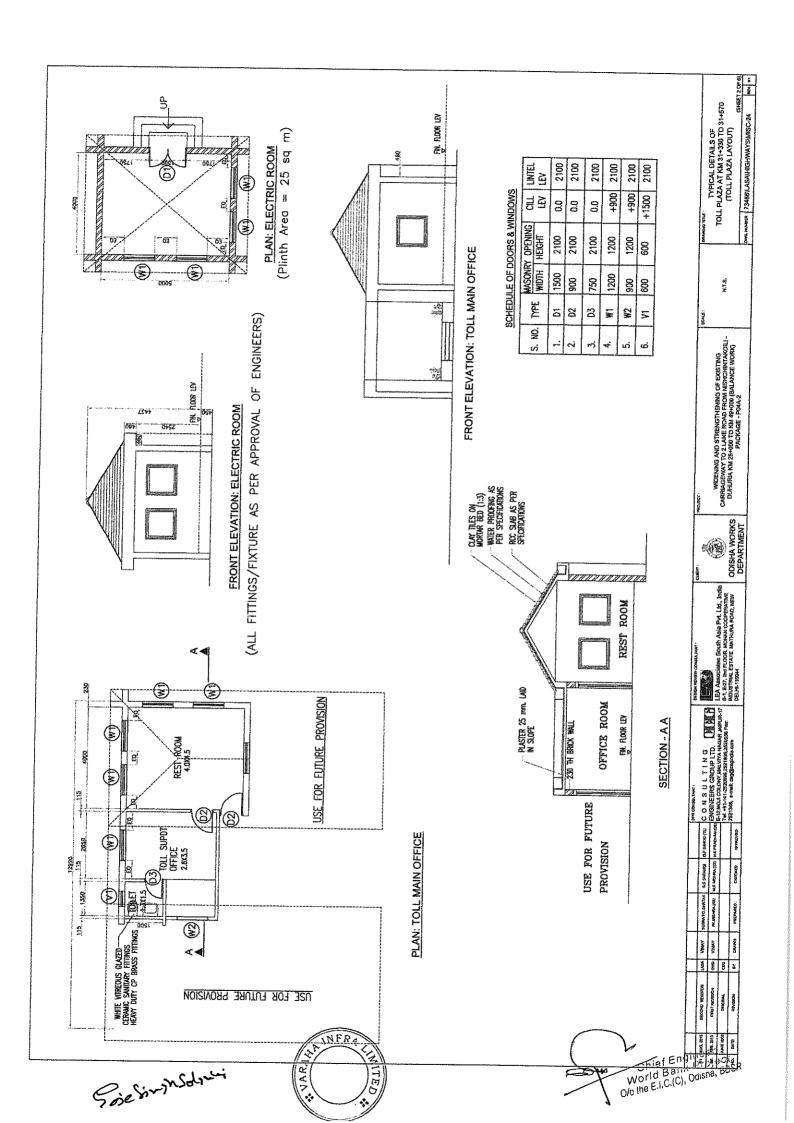
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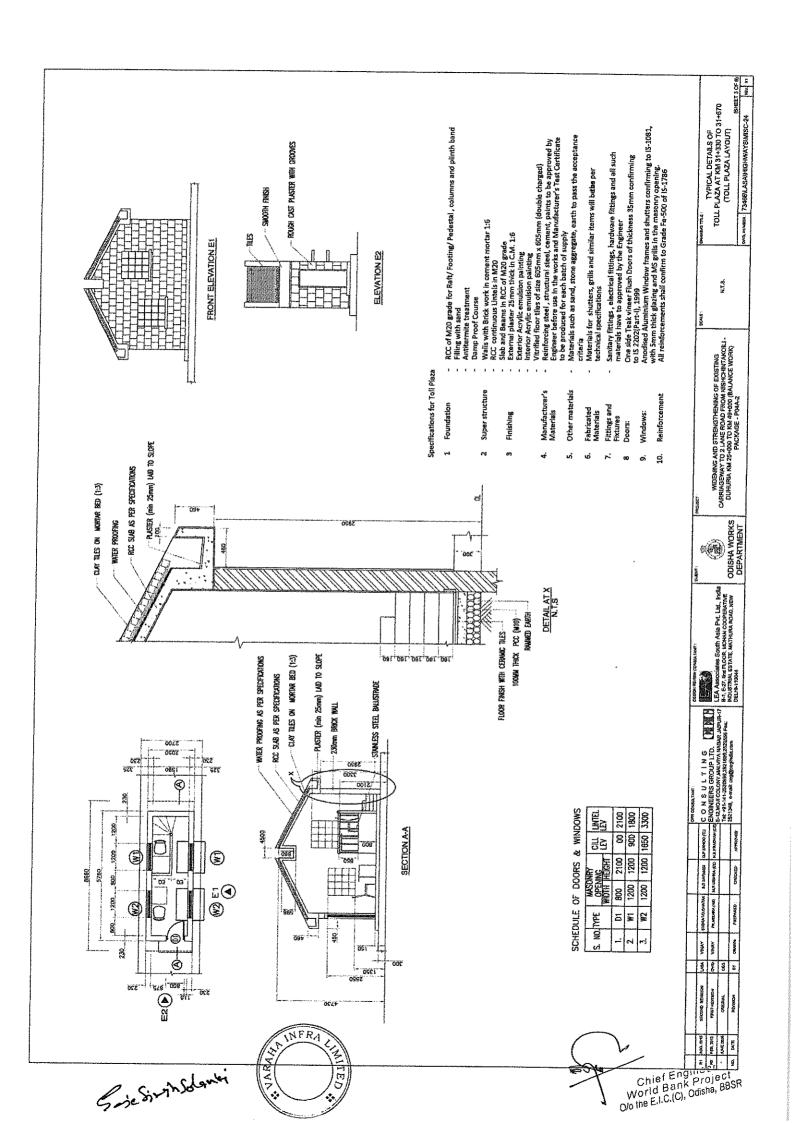
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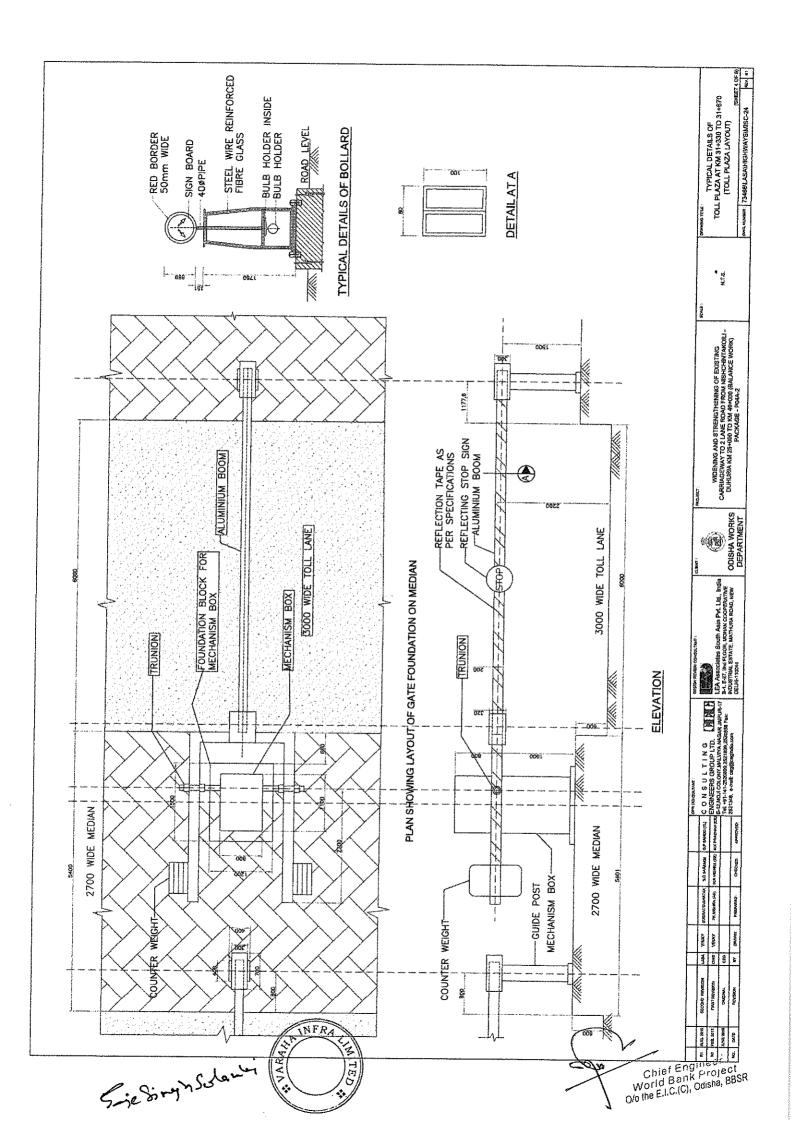
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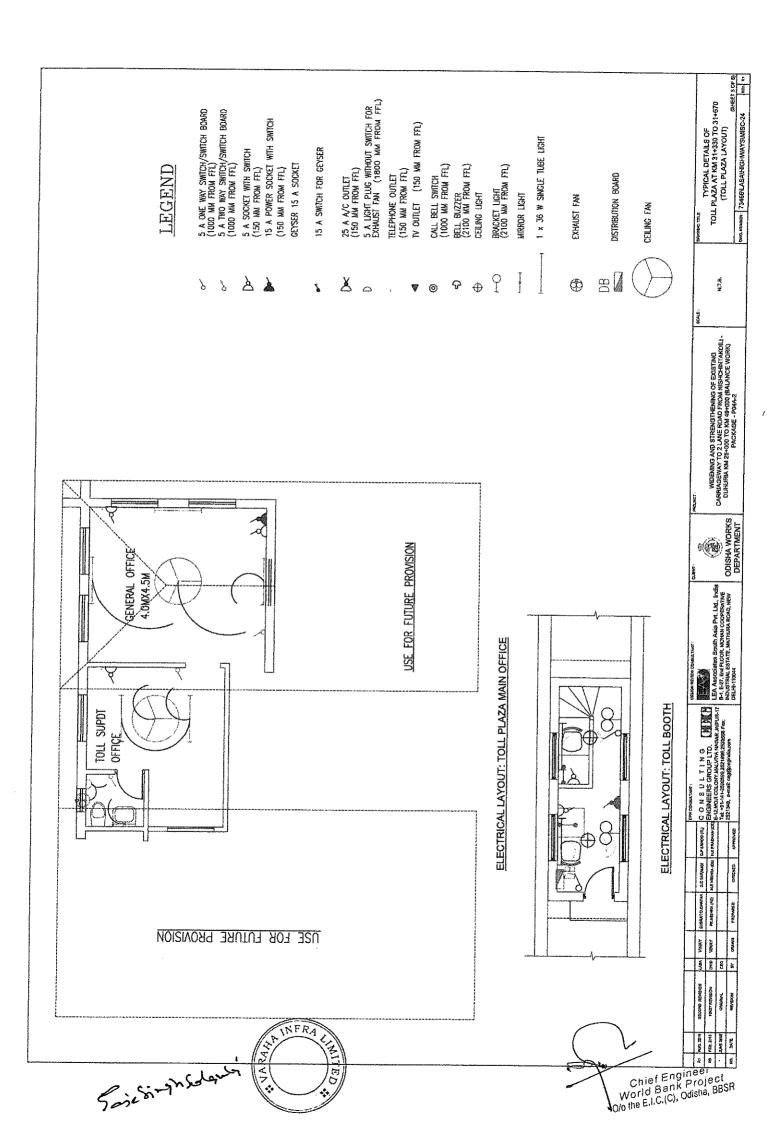
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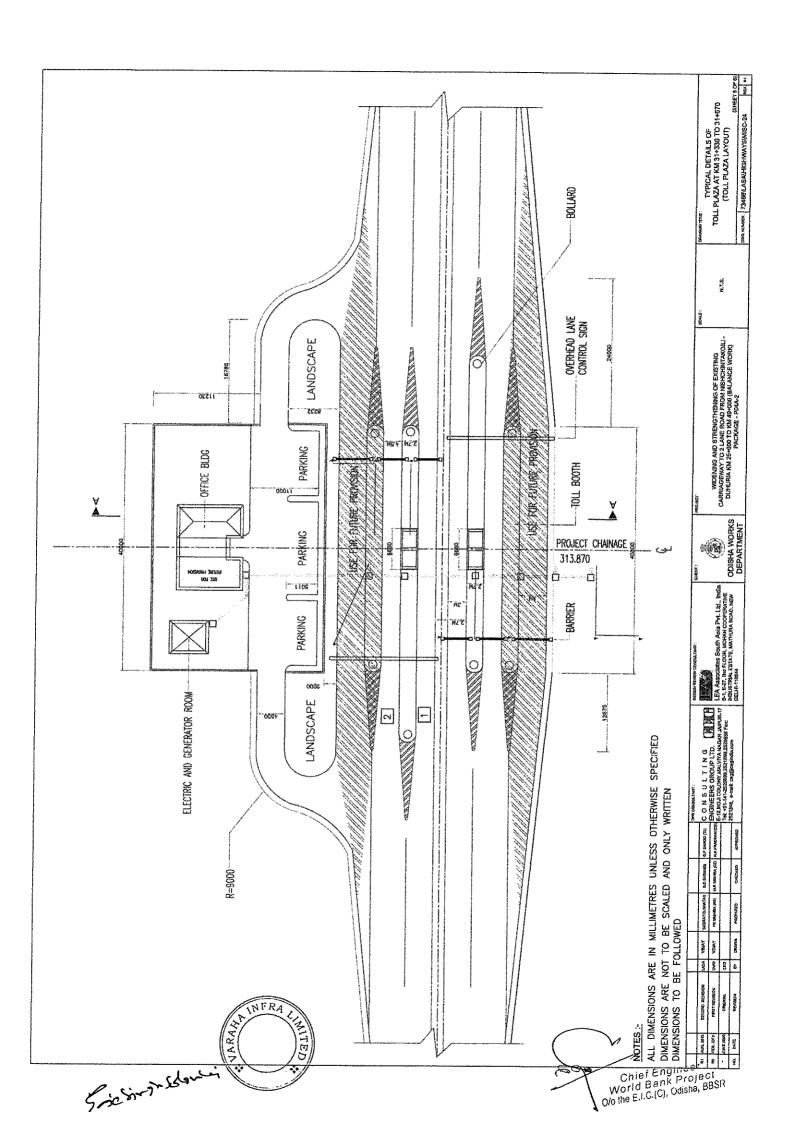




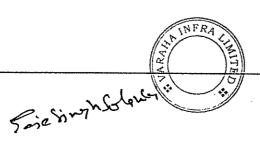




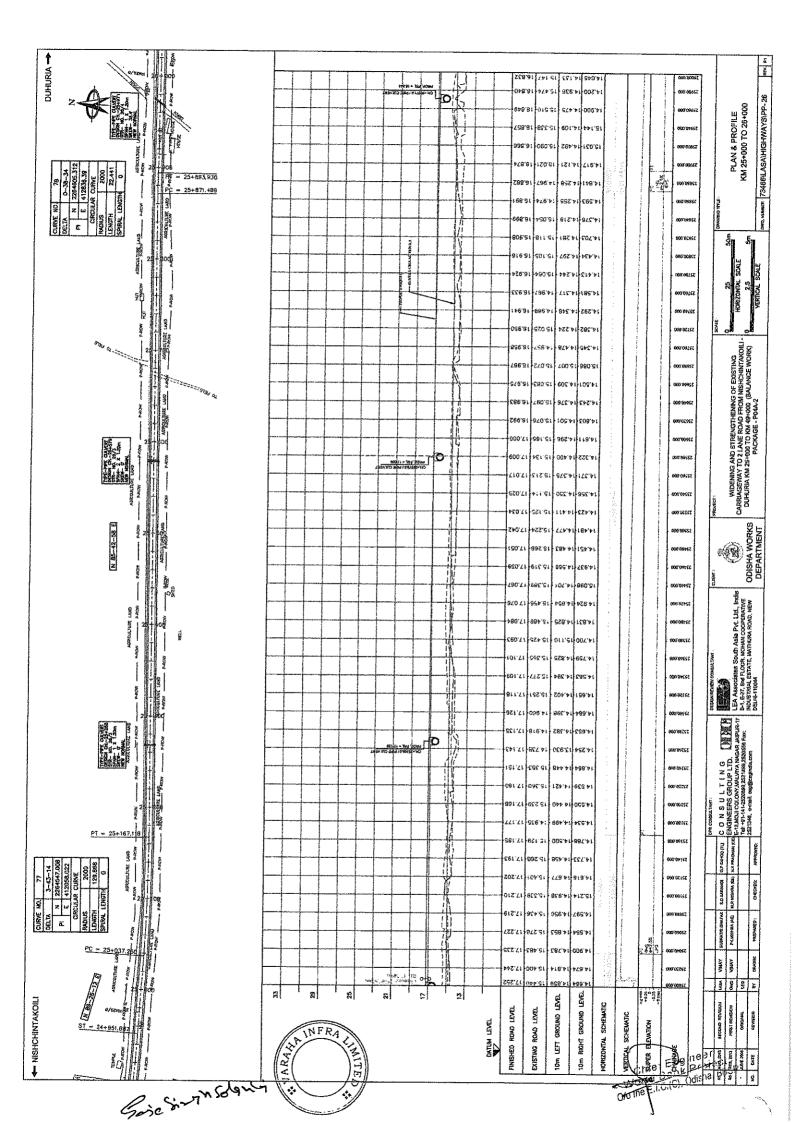


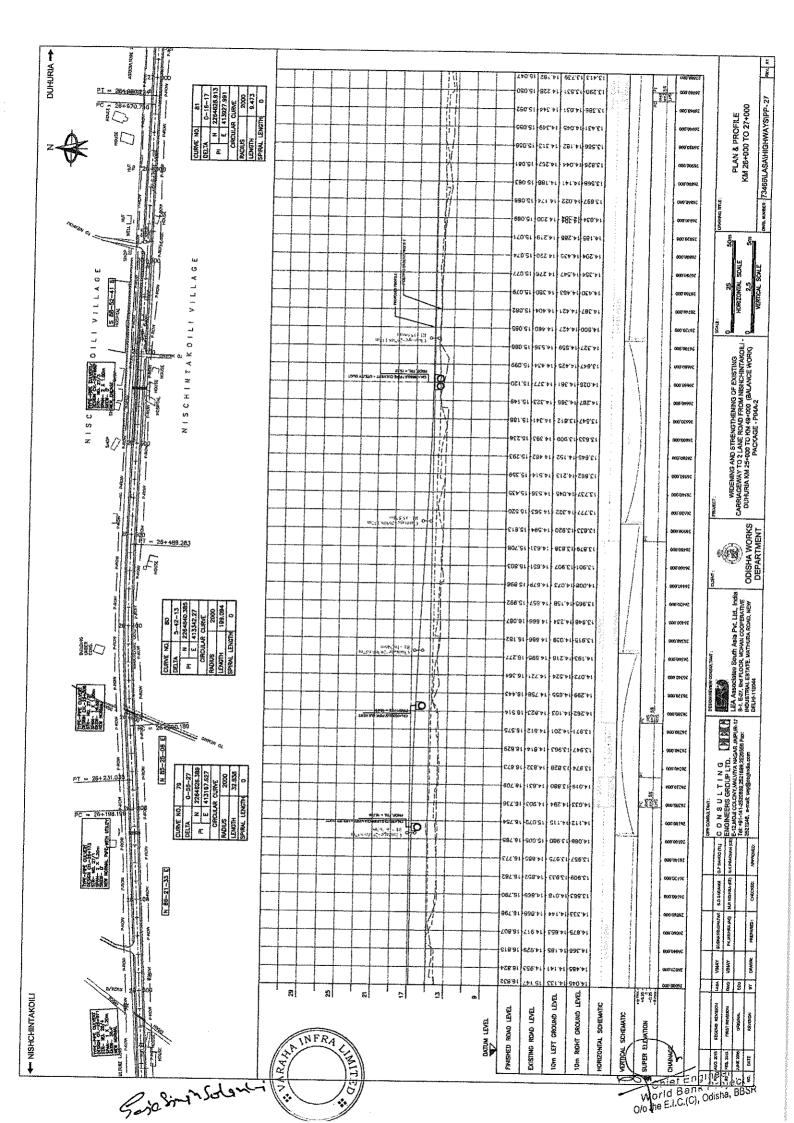


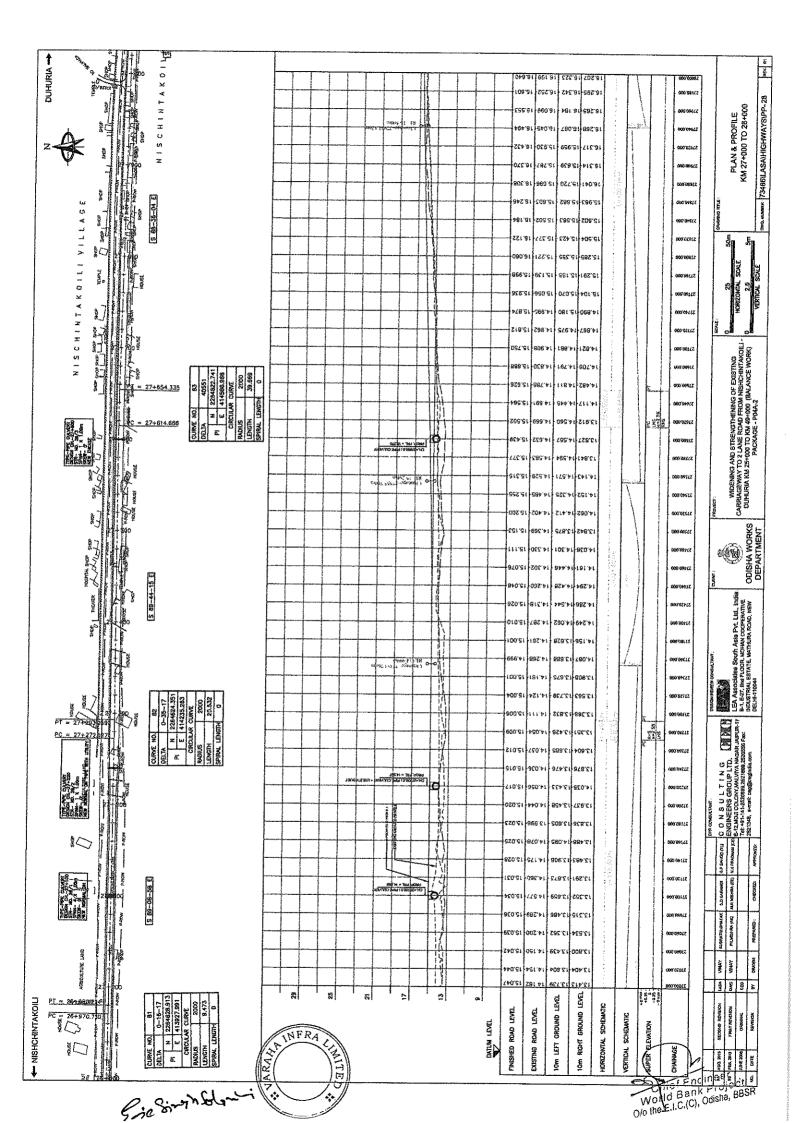
PLAN & PROFILE (KM 25+000 TO 49+000)

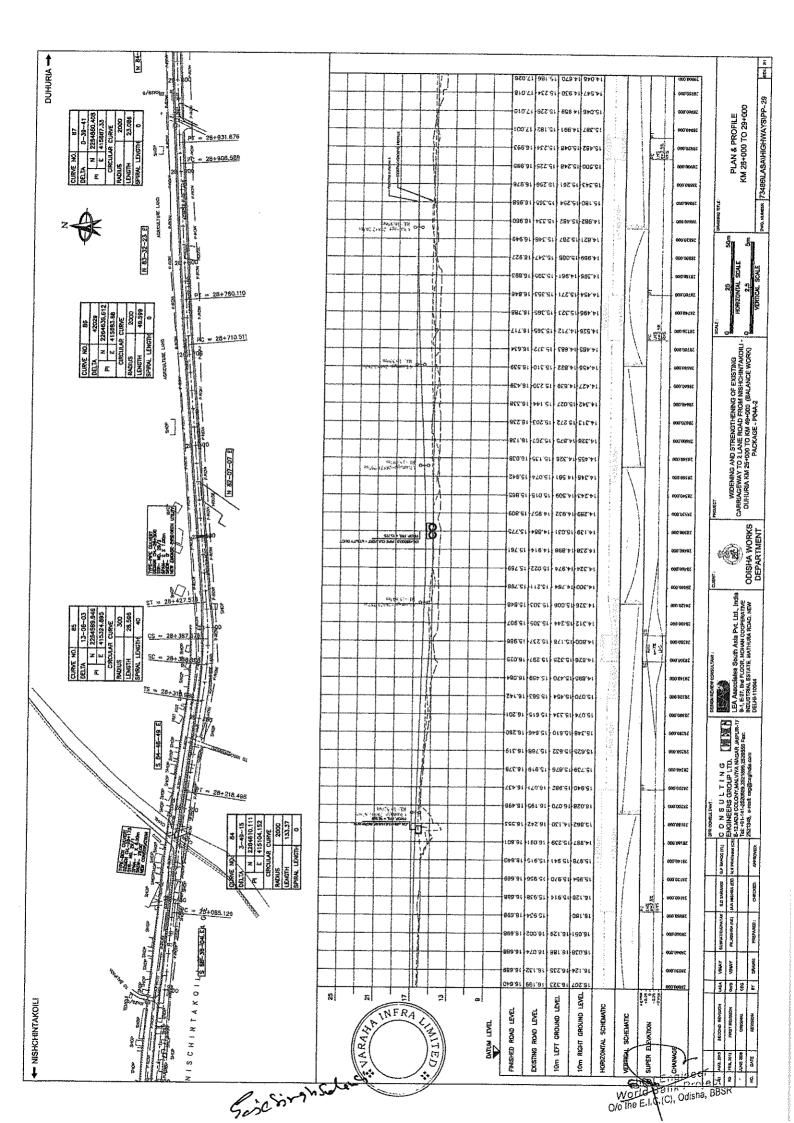


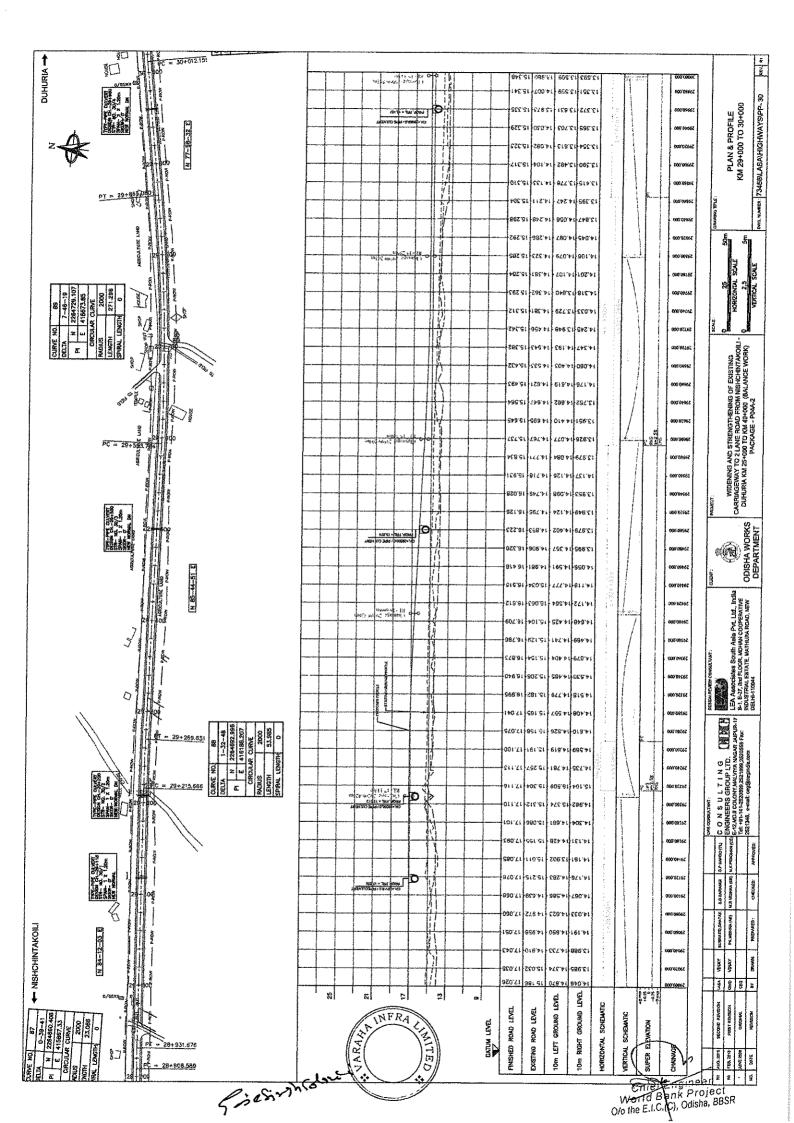
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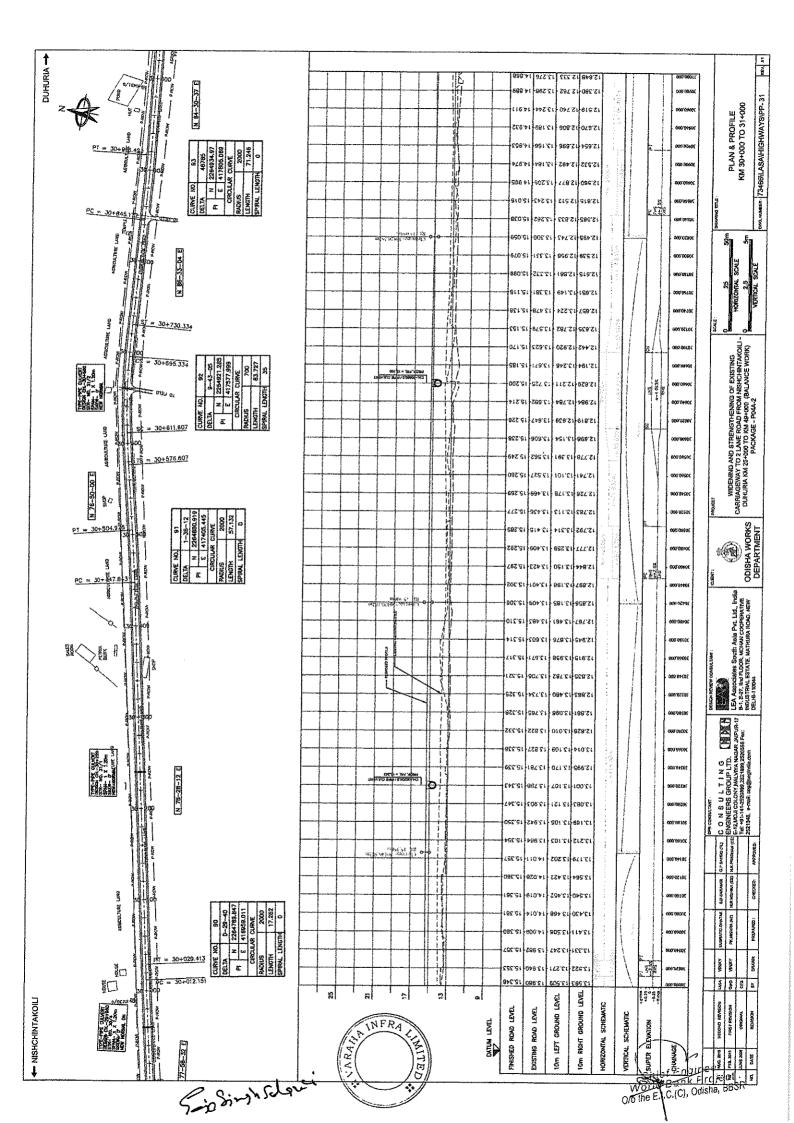


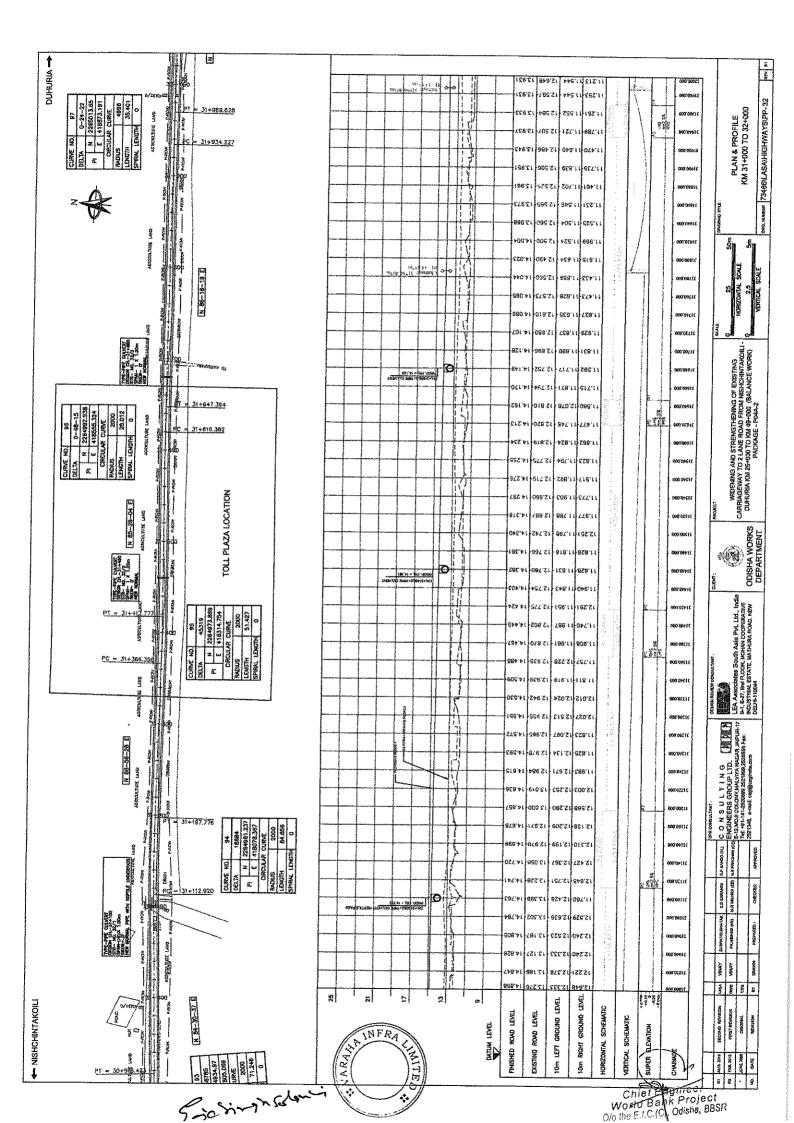


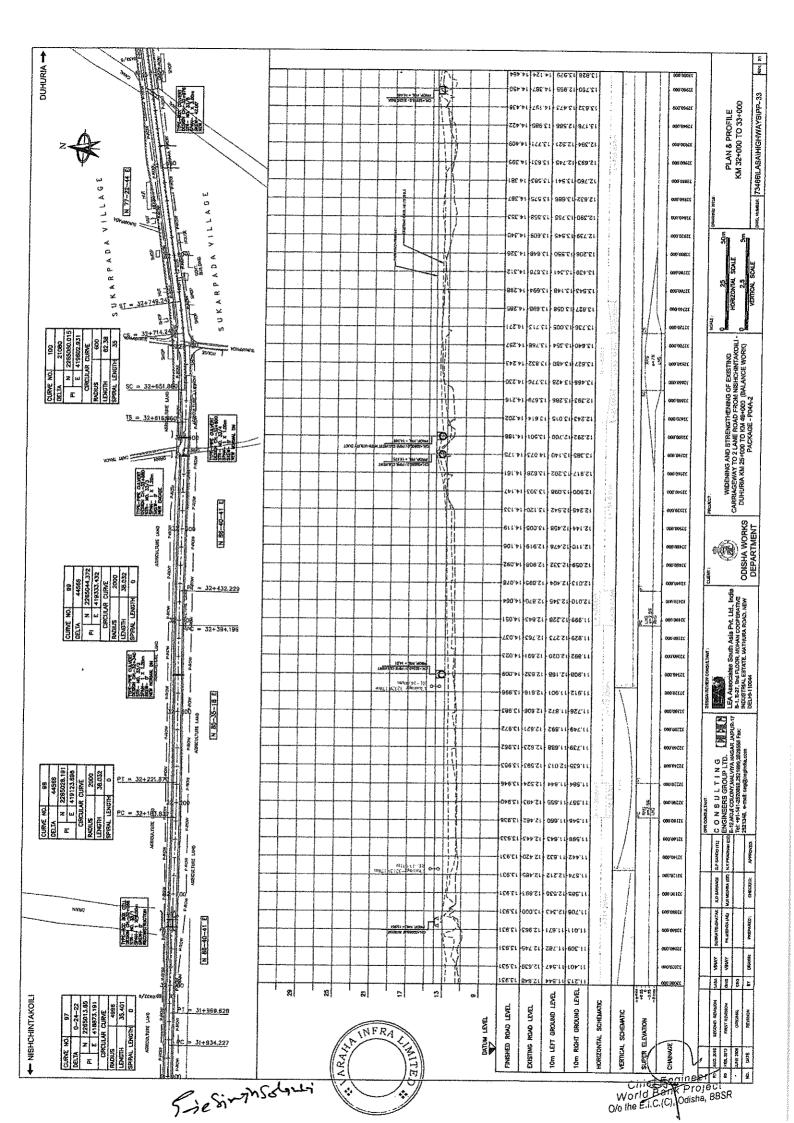


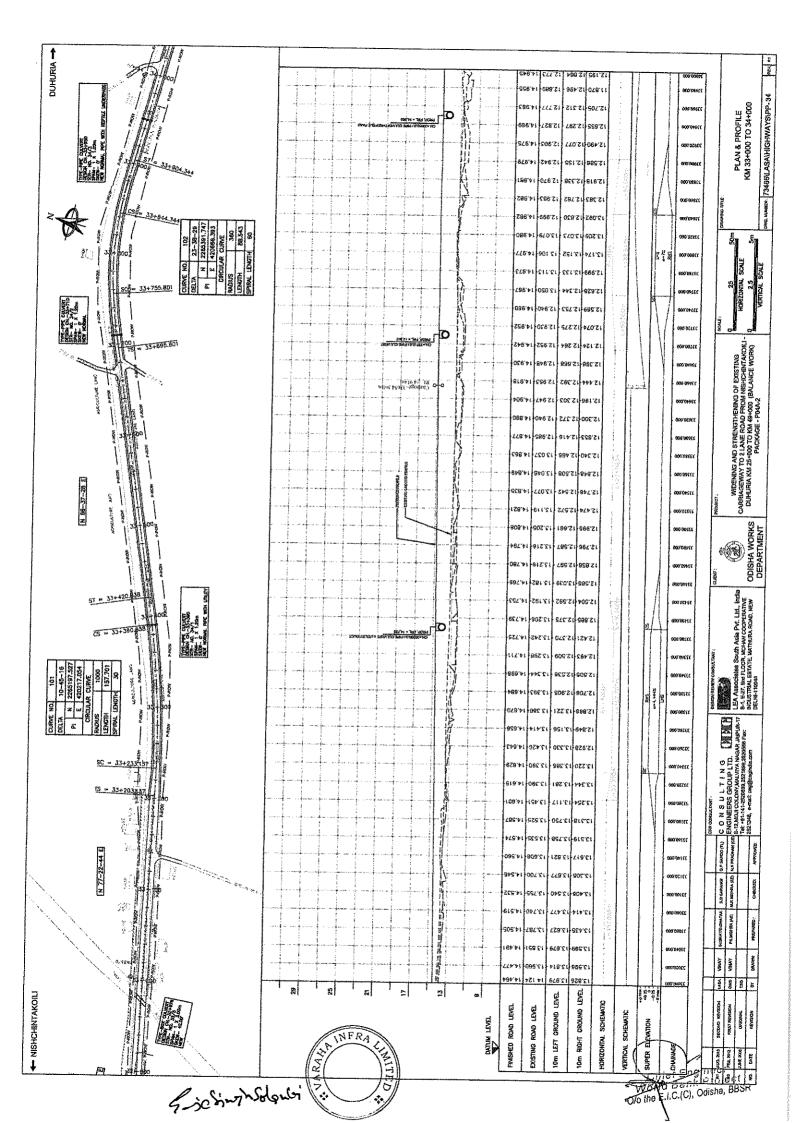


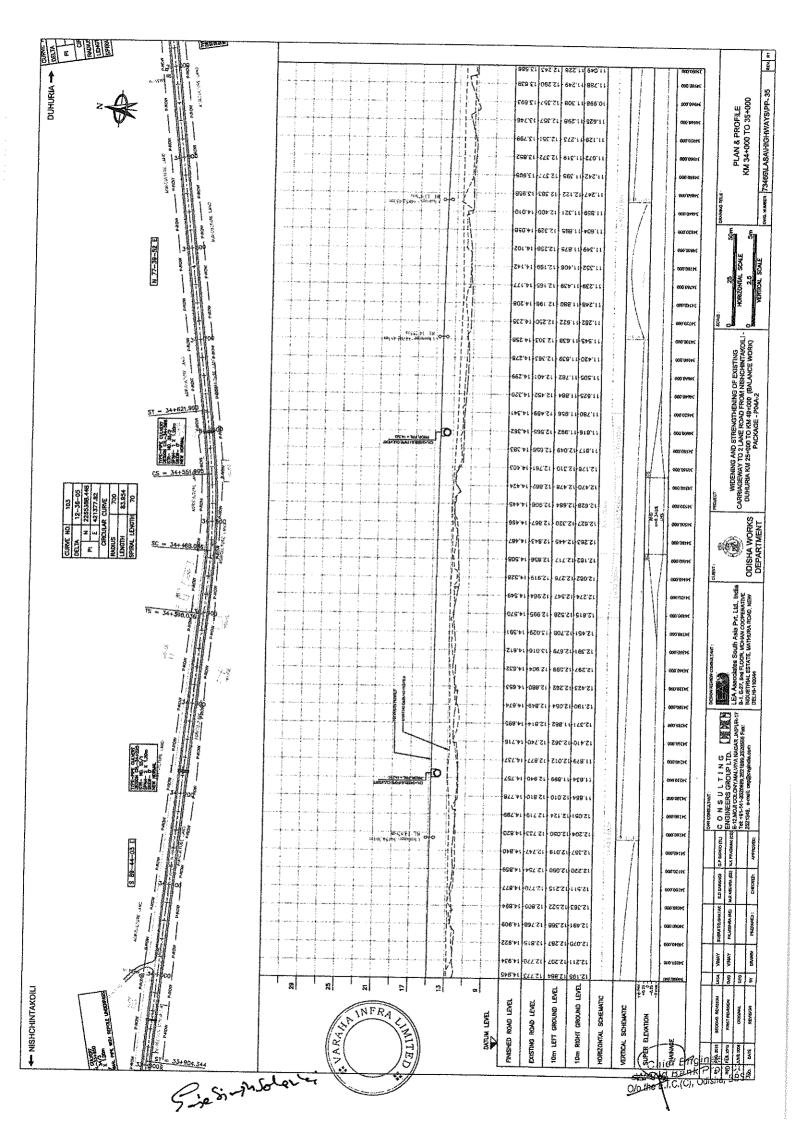


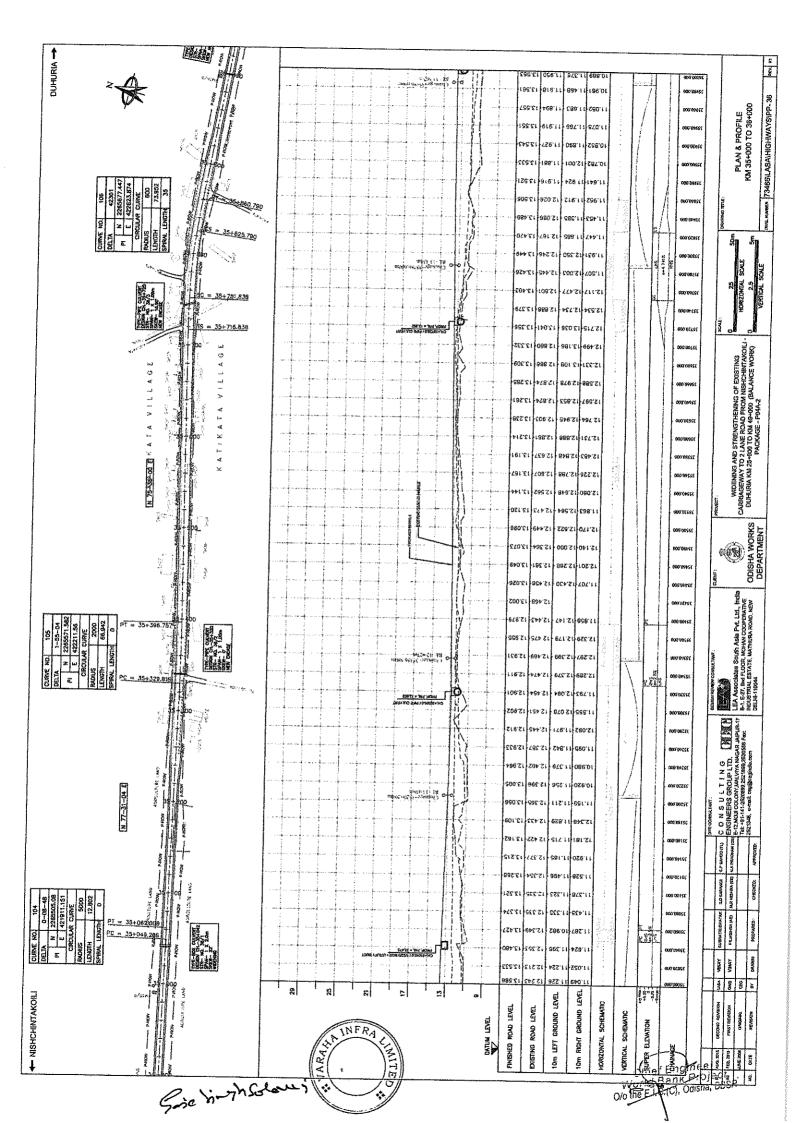


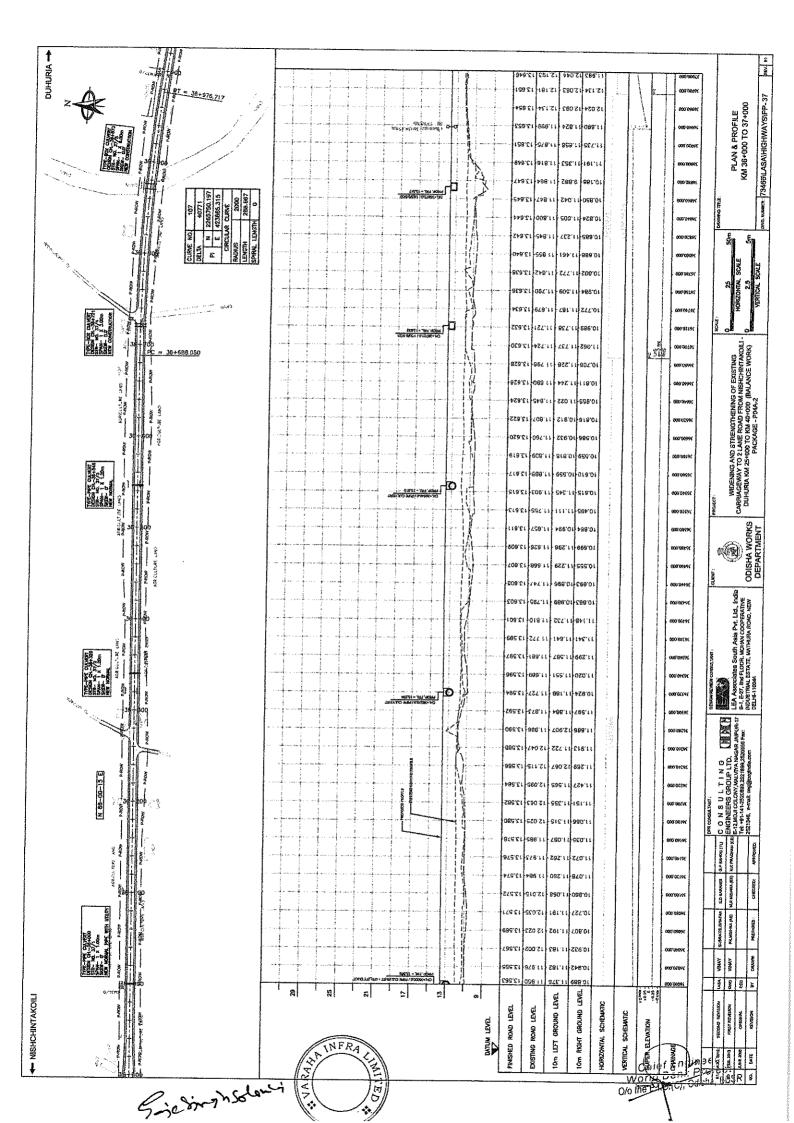


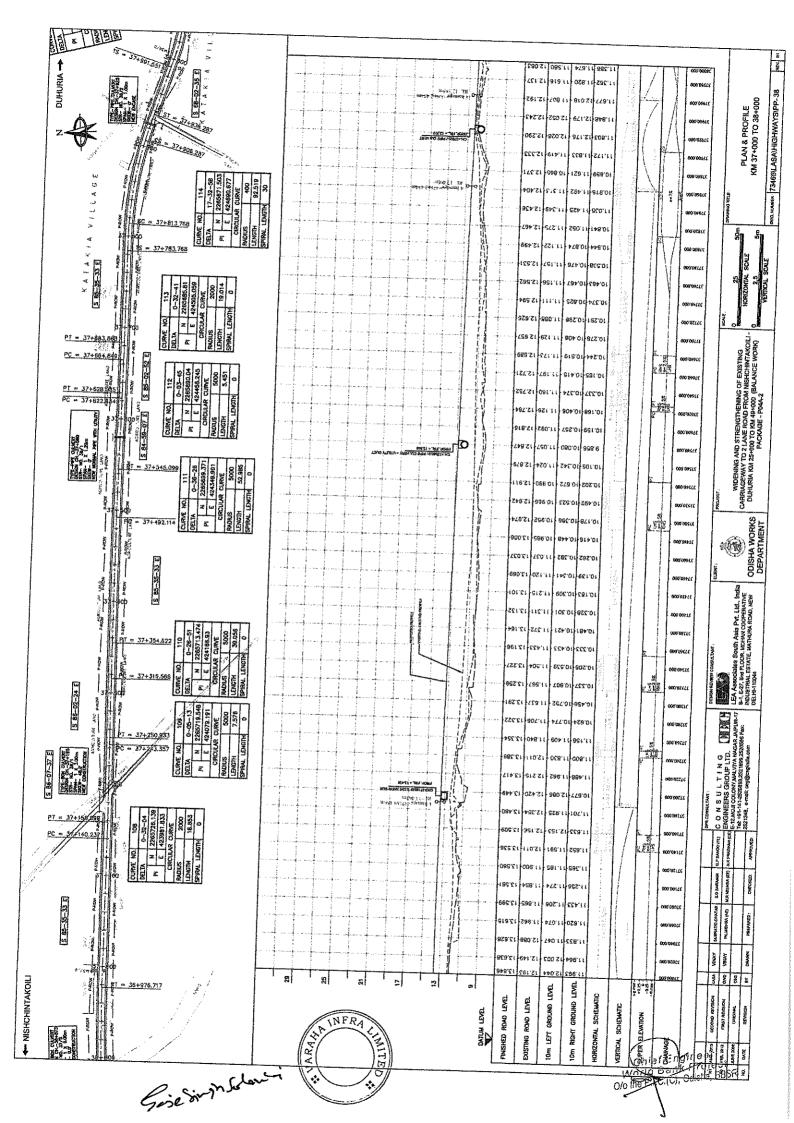


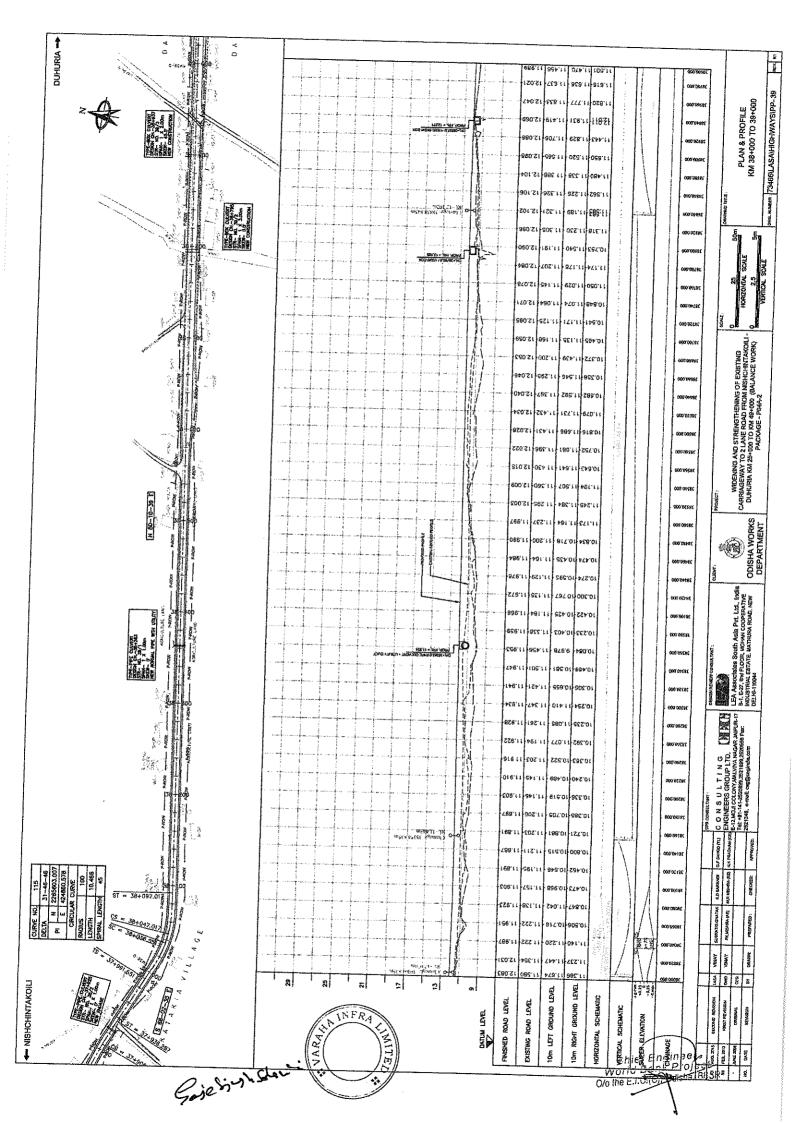


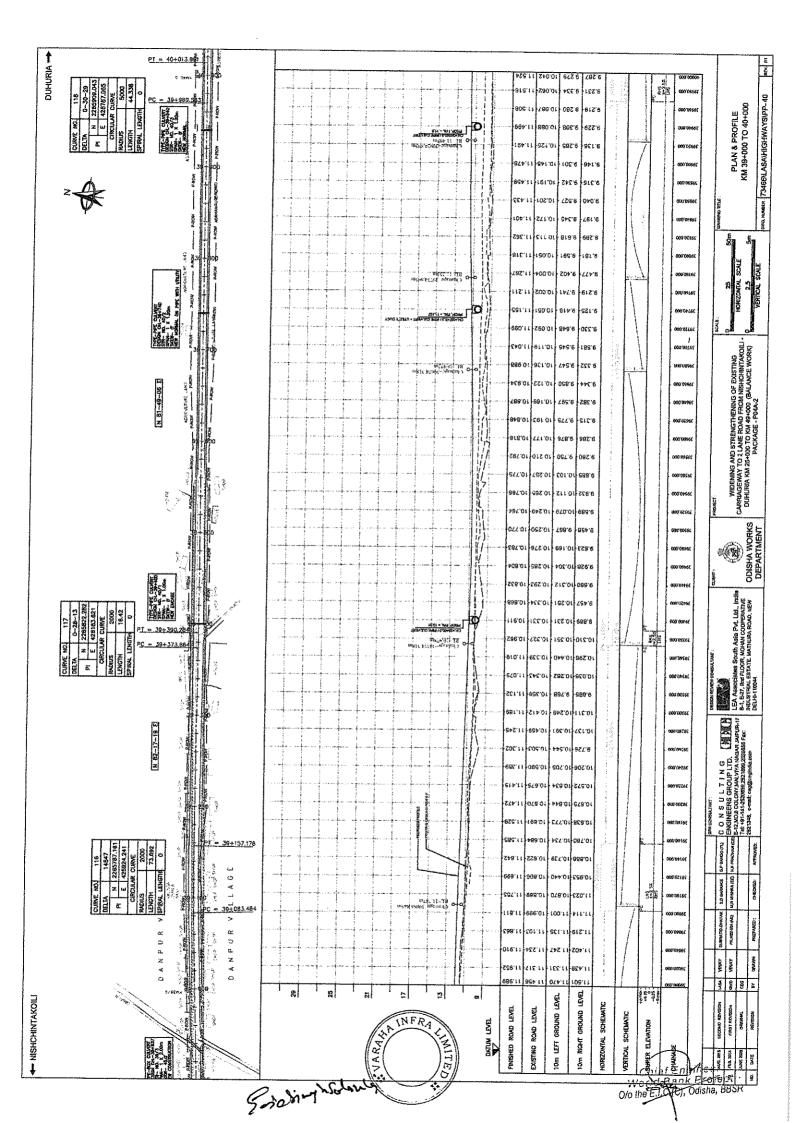


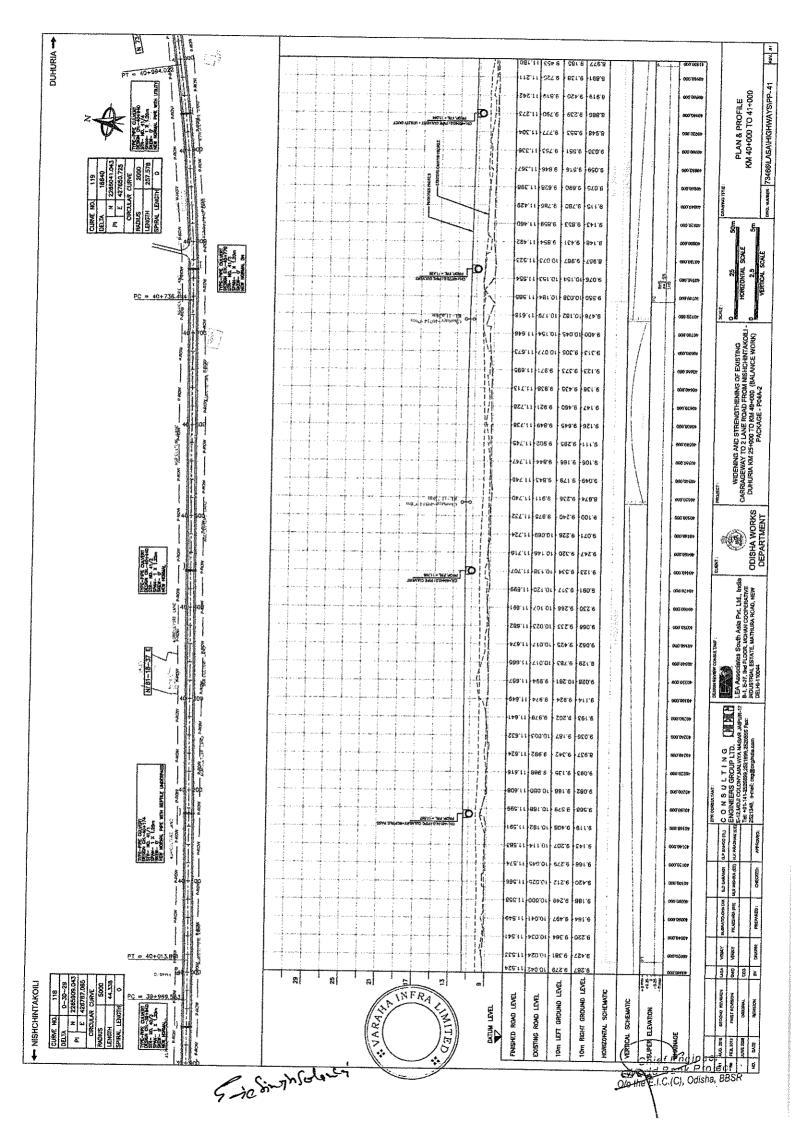


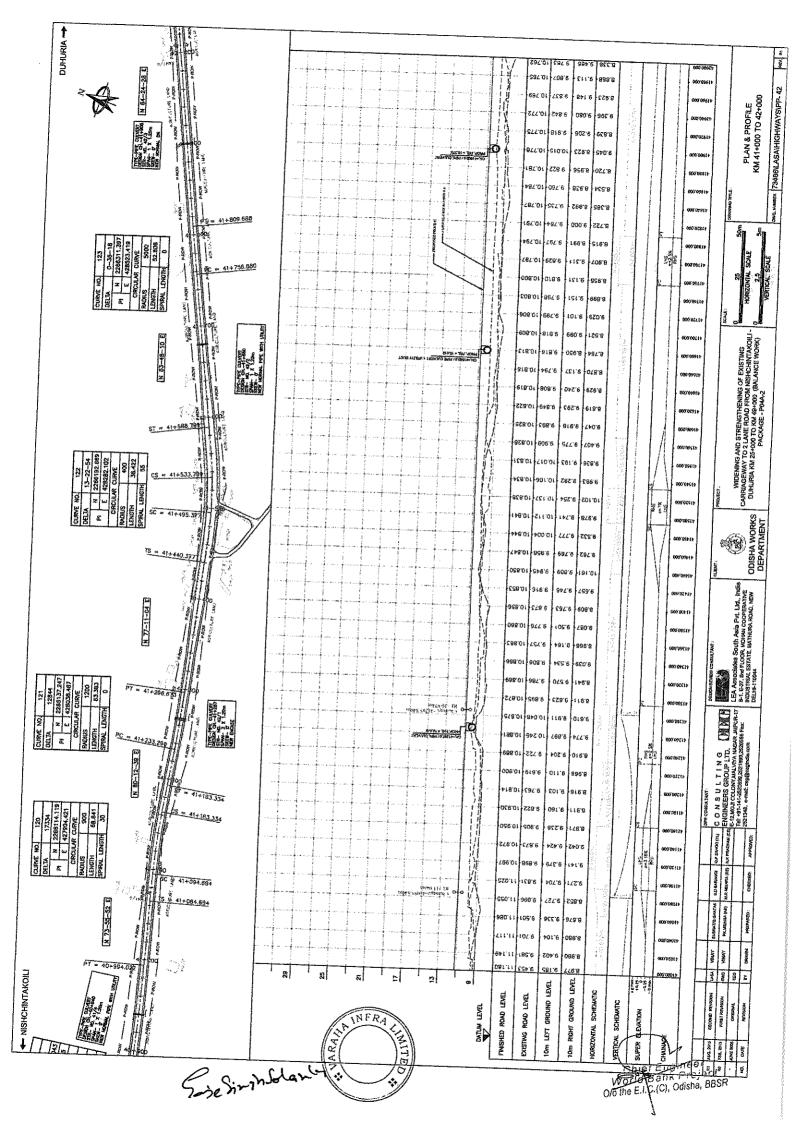


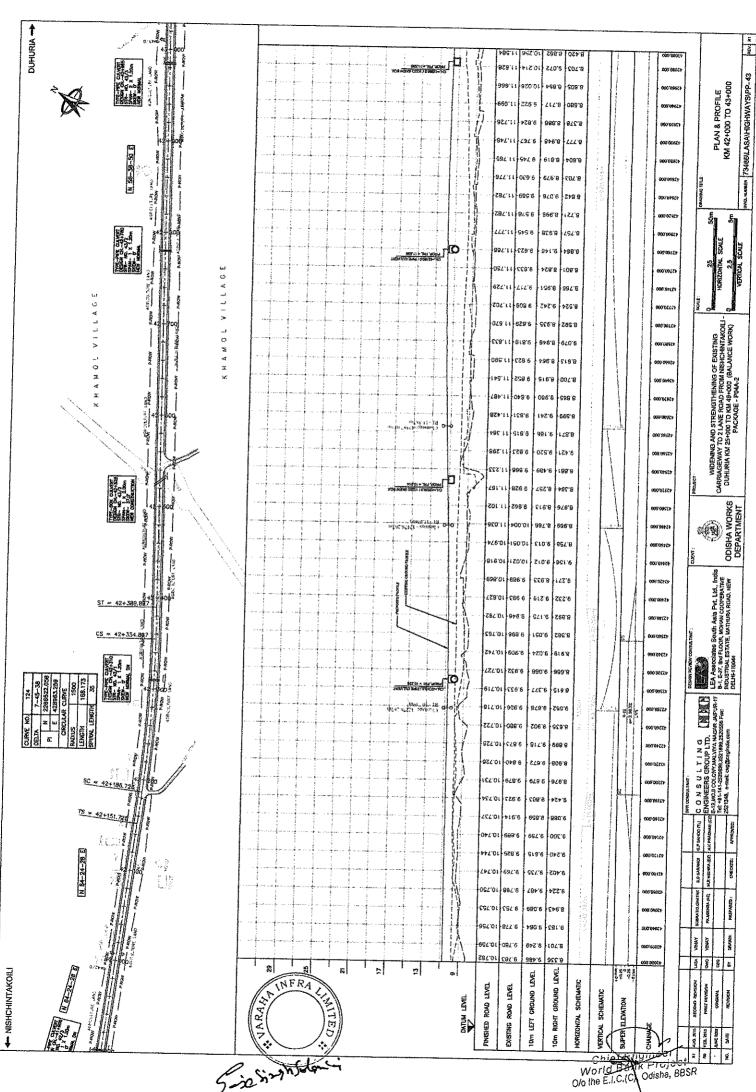


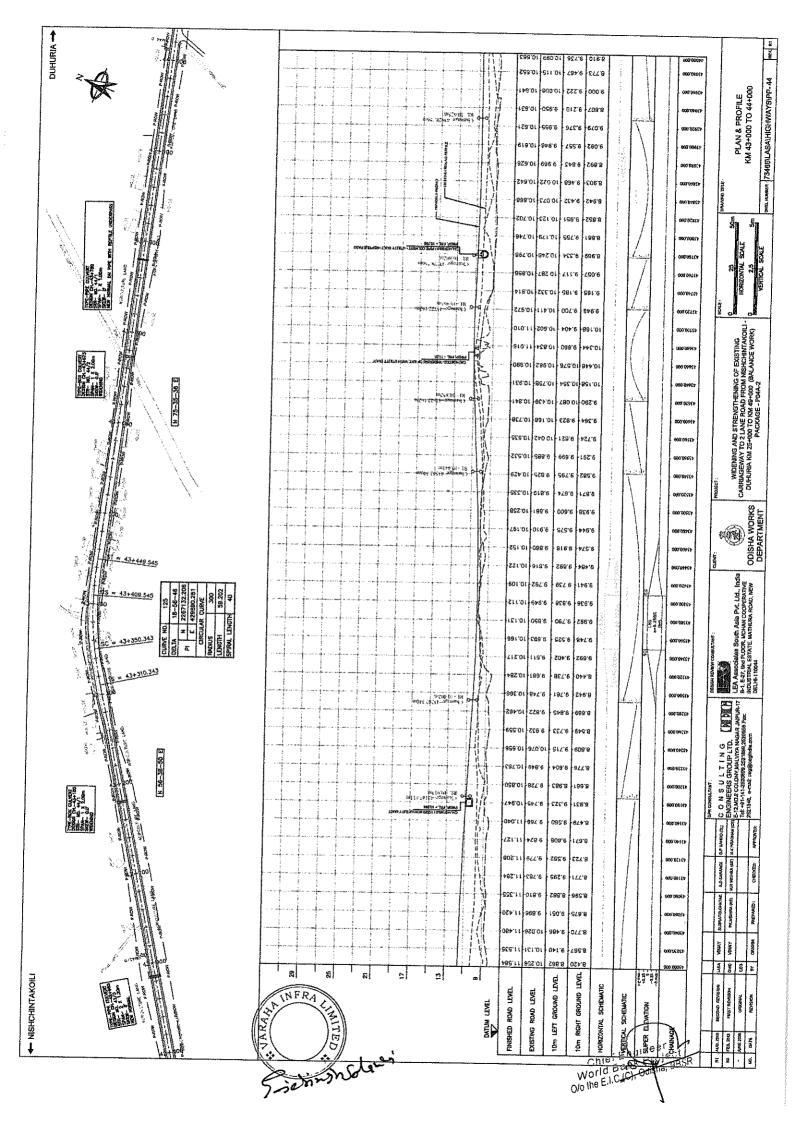


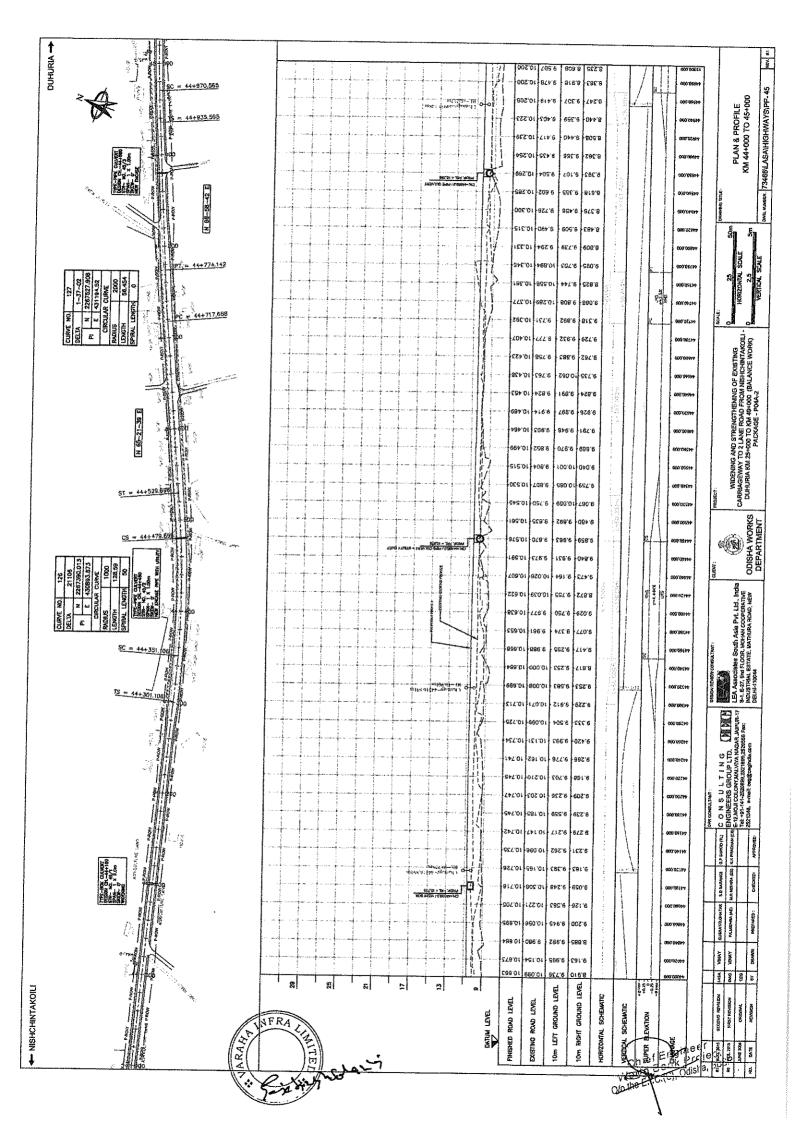


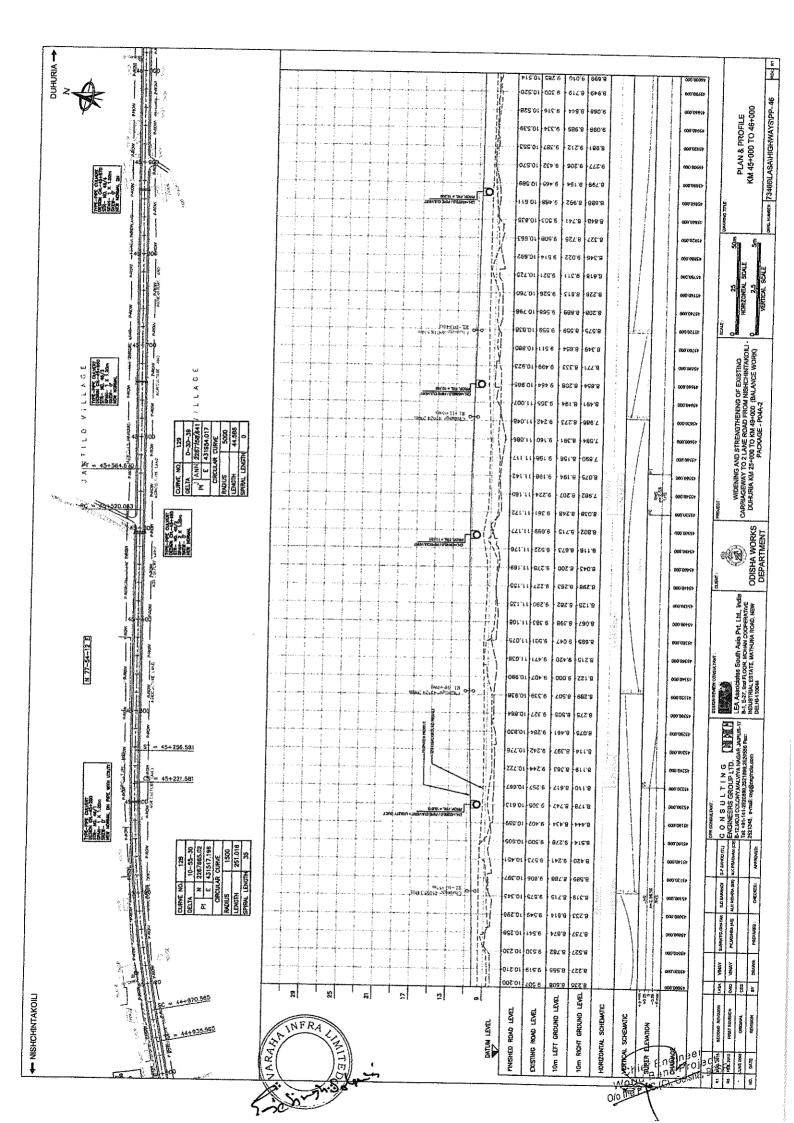


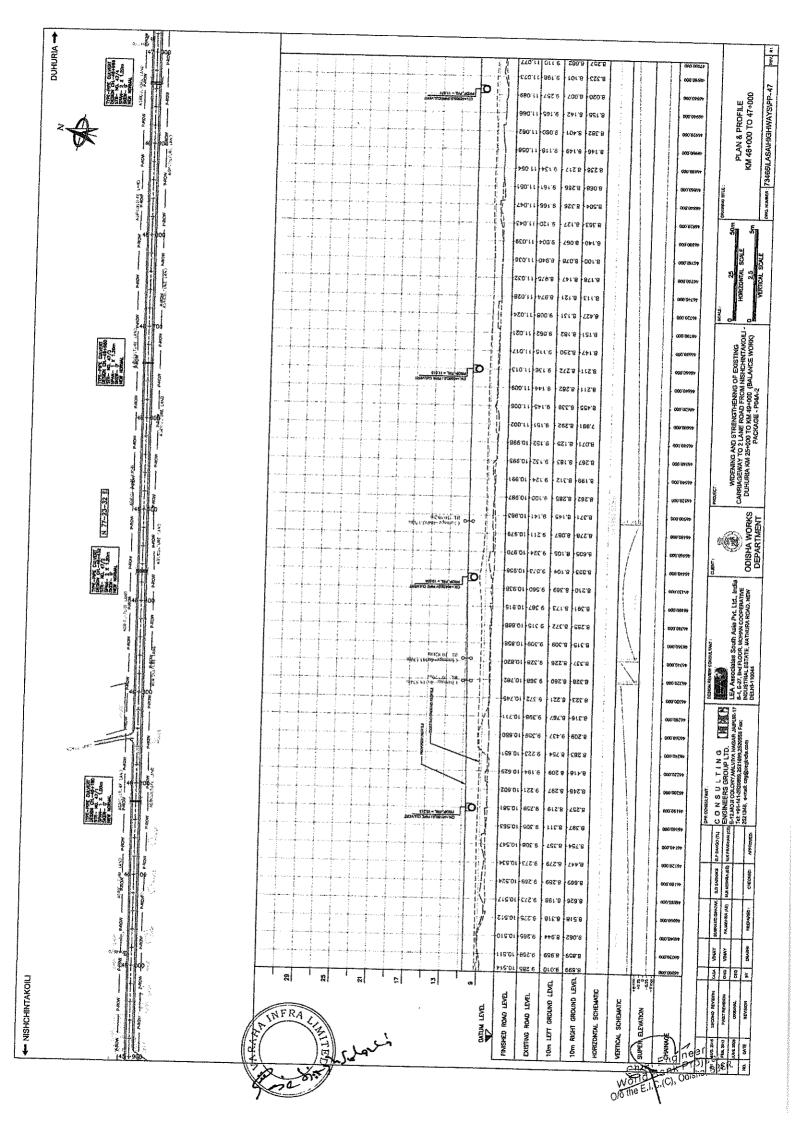


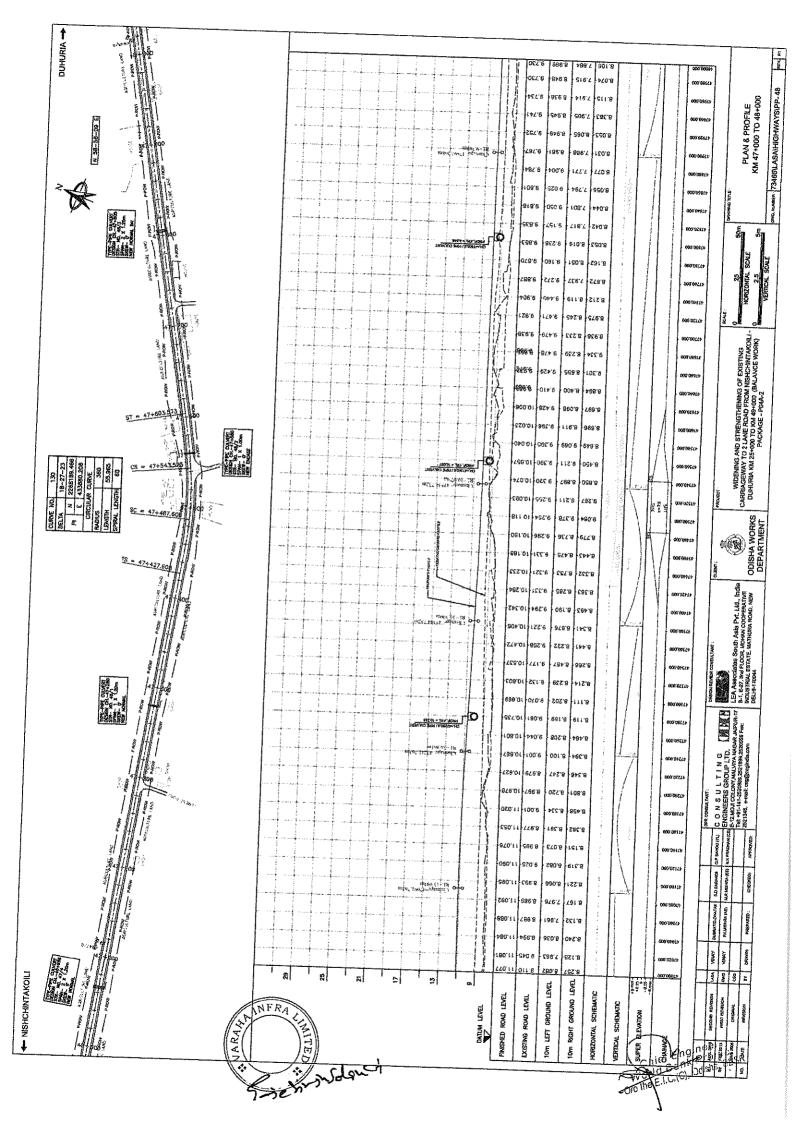












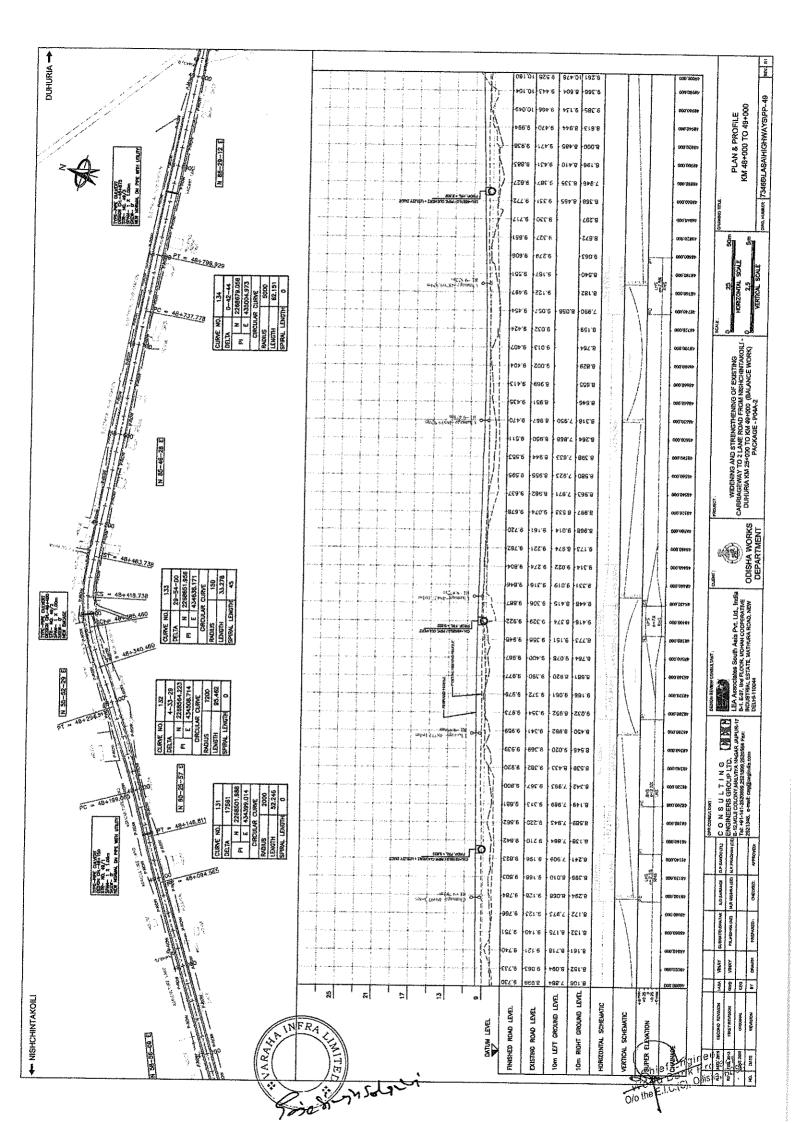


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4	GENERAL ARRANGEMENT DRAWING OF NORMAL SINGLE CELL BOX CULVERT UNDER NEW CONSTRUCTION	734661LASAIGADIBOX-01	20	8	_
ĸ	GENERAL ARRANGEMENT DRAWING OF SPER BLIFF FOR CULVERT UNDER WIDENING	73466/LASAKGADIBOX-02	5	04	-T
9	GENERAL ARRANGEMENT DRAWING OF SKEW SINGLE CELL BOX CHAVER! UNDER NEW CONSTRUCTION	734861LASAIGADIBOX-03	6	90	
7	GENERAL ARRANGEMENT DRAWING OF NORMAL SHARLE CELL GISE OF LUCEOT TOWN 1.	734661LASAIGADIBOX-04	04	90	,
80	GENERAL ARRANGEMENT DRAWING OF NORMAL DOLINGE CHILDRED CH	73486/LASAKGADIPIPE-01	60	97,08,09	_
G	TYPICAL GENERAL ARRANGEMENT DRAWING FOR NORMAL ACCESS CHARGET	73466LASAIGADIPIPE-02	03	10,11,12	,
22	SCHEDULE OF PIPE COLVERT NEW CONSTRUCTION	73468/LASA/GAD/ACS/PJPE-01	01	13	,
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12	SCHEDULE OF PIPE CILI VERT WITH ITH ITY	73466LASA\SCHIPIPE-02	5	15	
13	SCHEDULE OF ACCESS PIPE CIT VEPT	73466LASA\SCHPIPE-03	8	18	,
4.	MISCELLANEOUS DRAWING DETAILS DE DAGE BABBIED BOY AND ACTOR	734BENLASANSCHIPIPE-04	5	17	1
15	MISCELLANEOUS DRAWING DETAILS OF RICE BALLING BOST BOX FOLKS TO THE TOWN OF SPOULT AND EXPANSION JOINT	734661LASAIMISC-D1	5	18	_
\$	MISCELLANEOUS DEAWNING DETAILS OF PETAING MAIL	73466/LASAMIISC-02	6	19	·
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	ENVIRONMENTAL DRAWINGS				
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2	TYPICAL GENERAL ARRANGEMENT DRAWING FOR REPTILE LINDERPASS	73486LASAIGADIENV-01	01	21	
3	TYPICAL DRAWING FOR SULT FENCE SEDIMENT ARRESTOR	73466LASANGADIENV-02	01	77	·
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WIDENING AND STRENGTHENING OF EXISTING
CARRAGEWAY TO 2 LANE ROAD FROM JAGATPUR TO
NISHCHBYTAKONJ - KM 25+500 TO KM 49+000 BAJANCE WORK
(PACKAGE - PORA-2)

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Chief Engines Color the E.I.C.(C), Odisha, BBSR

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INFRA

footpath load of SkN/sqm for superstructure having footpaths has been considered in design. All dimensions are in rnm , levels are in metre & chainages are in kilometer. Only written dimensions shall be followed. No dimensions shall be scaled. nprising of 2 layers of 20mm each of 25mm thick mastic asphalt, The design of bridges & culverts are in accordance with the RC conspecifications, other relevant IS codes & standards of M.O.R.T & H een considered in design. One lane of IRC class 70R or one lane of IRC class A, or two lanes of IRC class A, on carriageway, whichever is critical. conditions of exposure. The following loads have been considered in the design: -σ

a minimum 28 days characterístic strength

OF CONCRETE

- M25 - M30 - M40 - M20 - M15 - M20 - M20 - M25 - M30 - M15 - M20 PCC Leveling Course RCC Superstructure RCC Crash Barrier RCC Return Wall RCC Parapet RCC Box

Portland Slag Cement conforming to IS:455 and having more thane 50% slag shall Ordinary Portland Cement,53 Grade conforming to 15:12269 shall be used for High Performance concerete work, for grade M40 and M60 be used all concrete work up to grade M35

and 1S:910.3 may be permitted subject to satisfactory proven use. Admixtures generating To improve workability of concrete and cement grout, admixtures conforming to 1S.6925 hydrogen, nitrogen, chlorides etc. should not be used.

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Minimum cement content & maximum water cement ratio in concrete shall be as per table 5 of IRC.21-2000 for "severe conditions of Exposure". ≥.

Nominal maximum size af aggregate ta be used in RCC and PSC work shall be as per Technical speification. >

Clear cover to main reinforcement shall be as follows:z.

75mm c) Piers /Abutment structure b) Box type structures a) Superstructure

75mm f) Retaining walls (earth face) d) Abutment caps, Pier cap g) Railing & Crash Barrier e) Foundation

Suitable surface coating for concrete shall be used in the spiash zone for protection against corrosian Chief Engi Project
World Bank Odisha, BBSR 5

(PACKAGE - P04A-2)

CARRAGEWAY TO 2 LANE ROAD FROM JAGATPUR TO NISHCHINTAKOILI - KM 25+000 TO KM 49+000 BALANCE WORK WIDENING AND STRENGTHENING OF EXISTING

PAG NUMBER LASAIT34661GN-01

GENERAL NOTES

Water to be used in concreting, grouting and curing shall conform to clause 302.4 of IRC: 21-2000.

Reinforcement

All reinforcement shall be of grade Fe 500 confirming to 1S:1786.

Notation of reinforcement bar shall be as follows:--Example: -

L. Centre to centre Bar spacing @ 200 C/C Dia of bor _

as mentioned above Type of bar

ð represent Grade − S : 415 Grade Bar Ø represent Grade − S : 240 Grade Bar

Ë

spacing given for all reinforcement is perpendicular to bars unless otherwise shown on drawings.

Steel spacer bars shall be provided between adjacent layers of parallel reinforcement and spaced at not more than $60 \times \text{smaller}$ bar dia. The diameter of the spacer bar shall be at least 25mm but not less than the maximum dia of the parallel reinforcements. ≥

Laps in reinforcement bors shall be avoided as for as possible. Laps may be provided ,if unavoidable. However,in such coses: >

(a) minimum top length of reinforcement shall conform to table 12 & clause

304.6.6 of IRC : 21-2000

(c) for closely spaced bars lapping may be avoided by providing suitable type of mechanical splicing. (b) not more than 50% of reinforcement bars shall be lapped at any one section.

All structural steel shall conform to IS: 2082, Grade B. Fabrication shall conform to IRC: 24, Welding of reinforcement bars shall not be permitted. 5 ž

Exponsion Joints __:

the full width of superstructure including kerb and footpath following the profile of the same (where The expansion joints must be robust, durable, water tight and replaceable. It must be provided over relevant). Expansion joints shall be obtained only from approved manufacturers and should be of proven type. Details of the expansion joint shall be approved by the site engineer befare commencement of construction. Site fabricated expansion joints shall be prohibited.

Fabricated steel parts shall be positioned accurately before concreting the portion of deck slab. <u>.</u>

Presence of manufacturer's representative at the time of positioning of embedded parts and installation of expansion joints is mandatory.

For the RCC type structures, asphalt plug type exponsion joint shall be provided in accordance with M.O.R.T & H specification and shall be procured from the manufacturers as approved by NHAI,

> ALMERALE GLENGENING CONSULTING MANAGEMENT TO THE STANDING MANAGEMENT TO THE 75mm 50mm 75mm

LEA Associates South Asia Pvi. Ltd., India 9-1.6-27, Ind H.O.R., MOHAN COOPERATIVE NUDISTRAL ESTATE, MATHURA ROAD, NEW DELH-11004

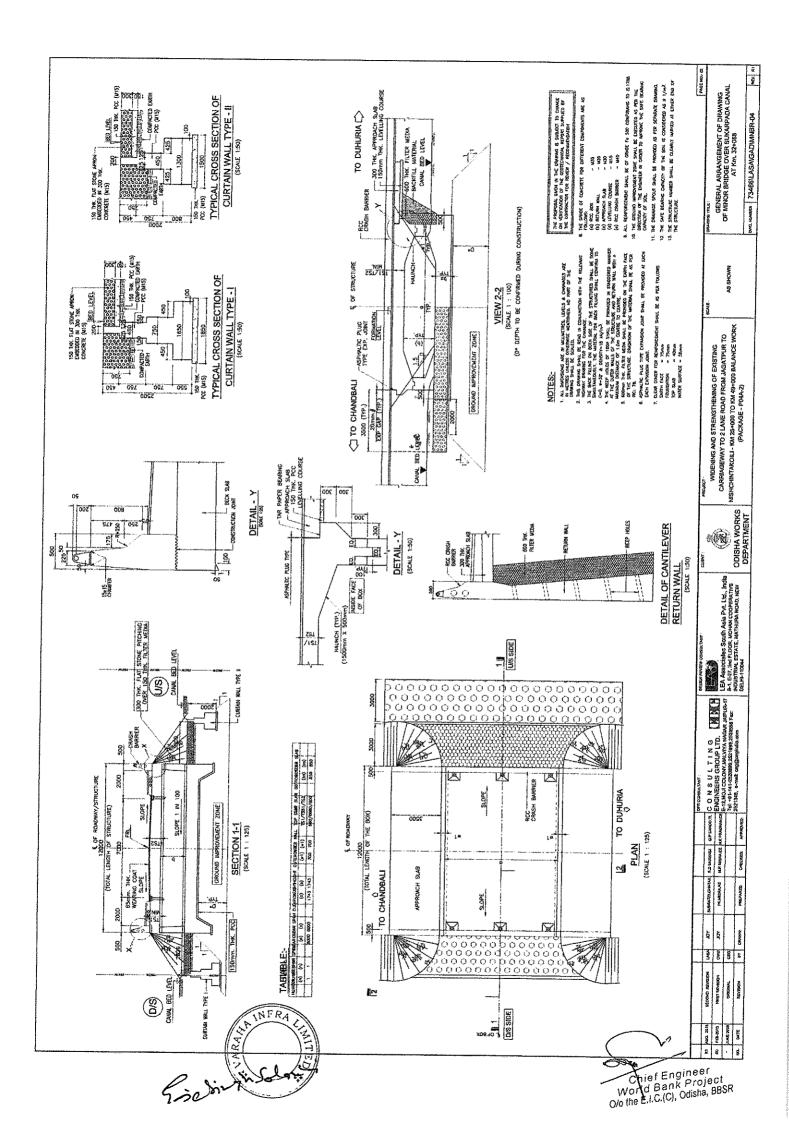
PLASSRAGE

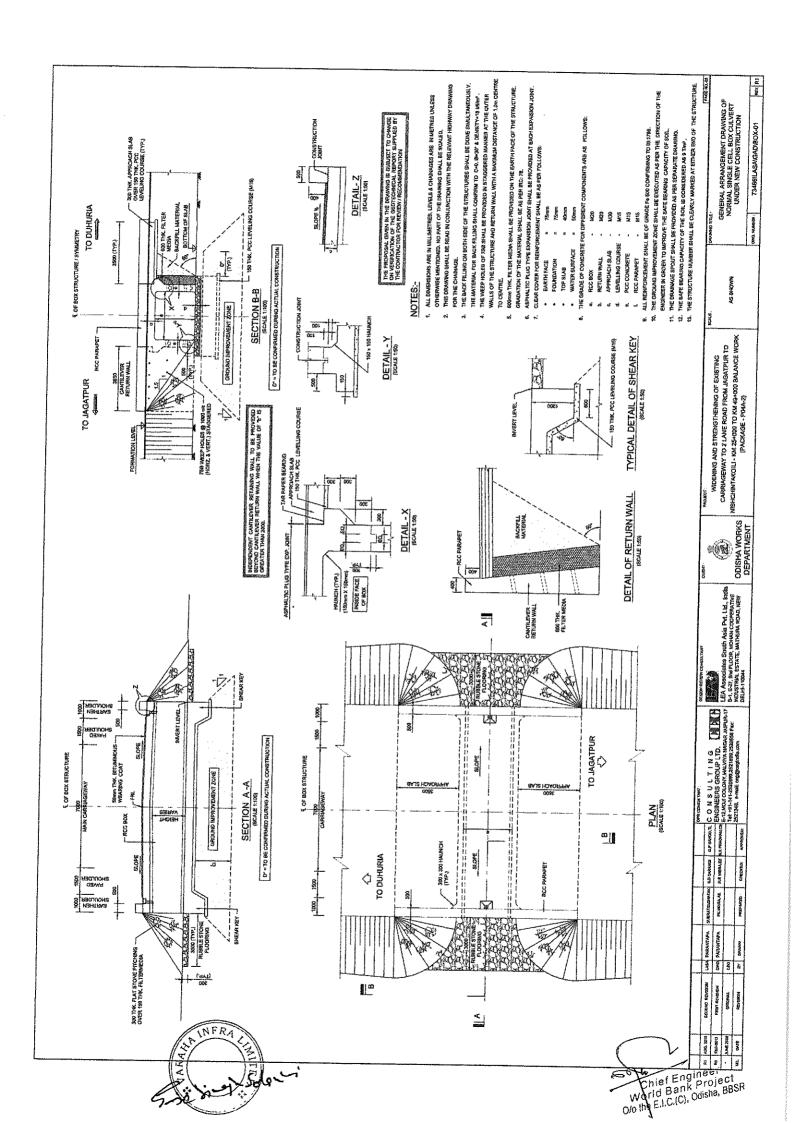
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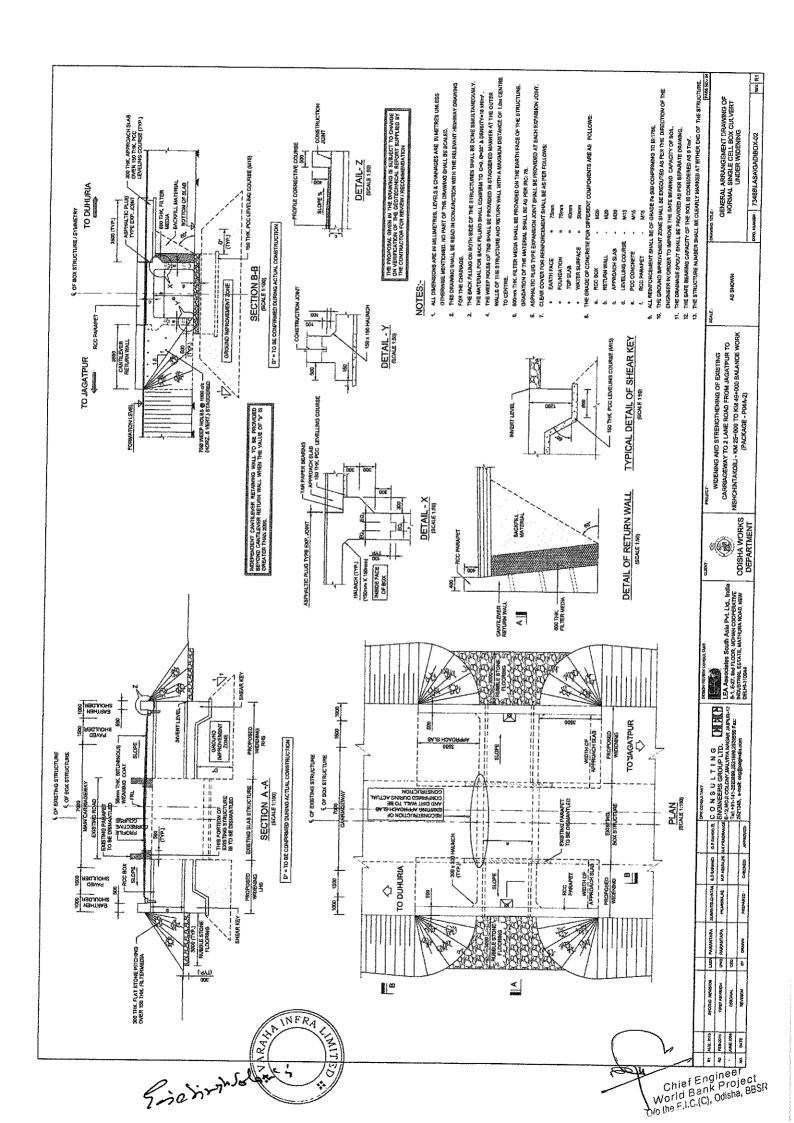
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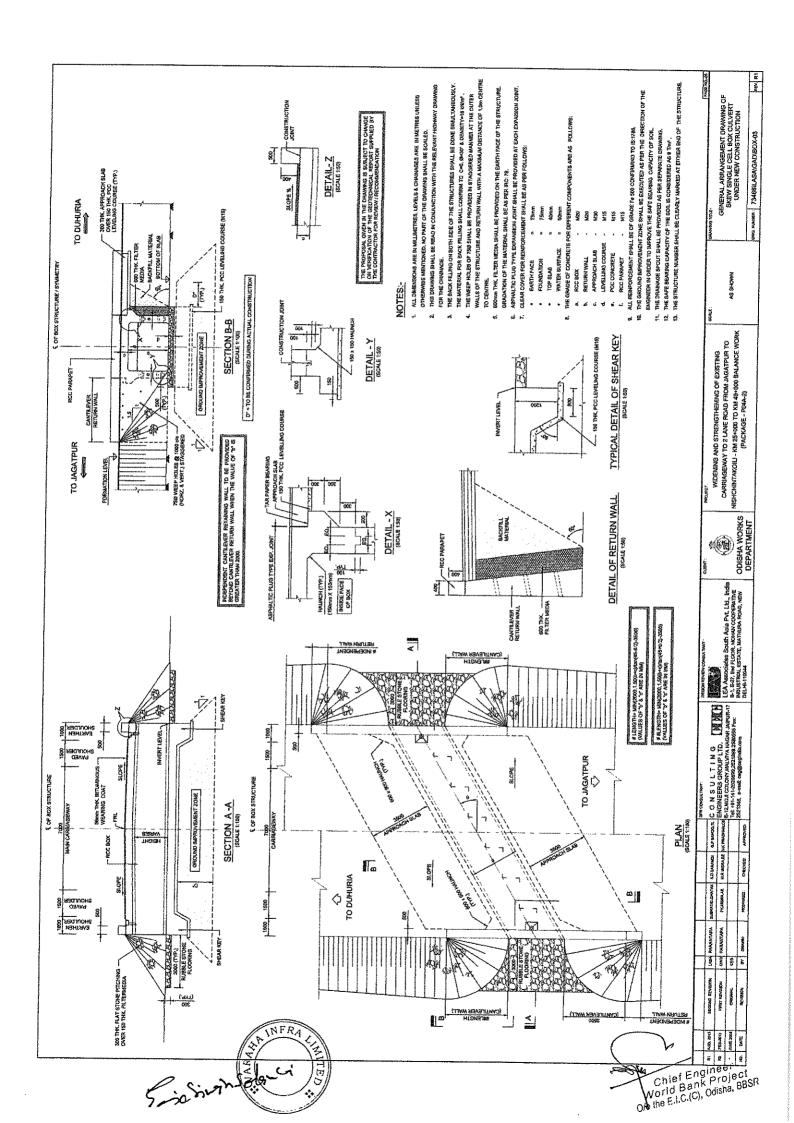
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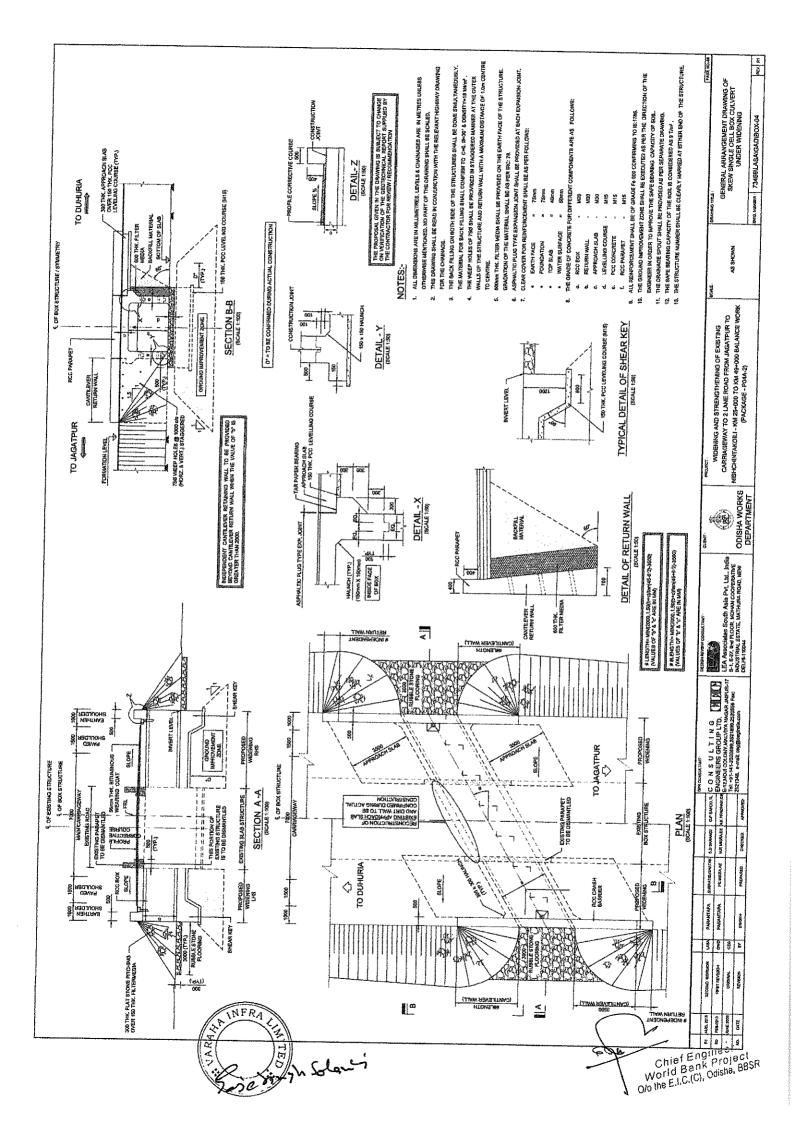
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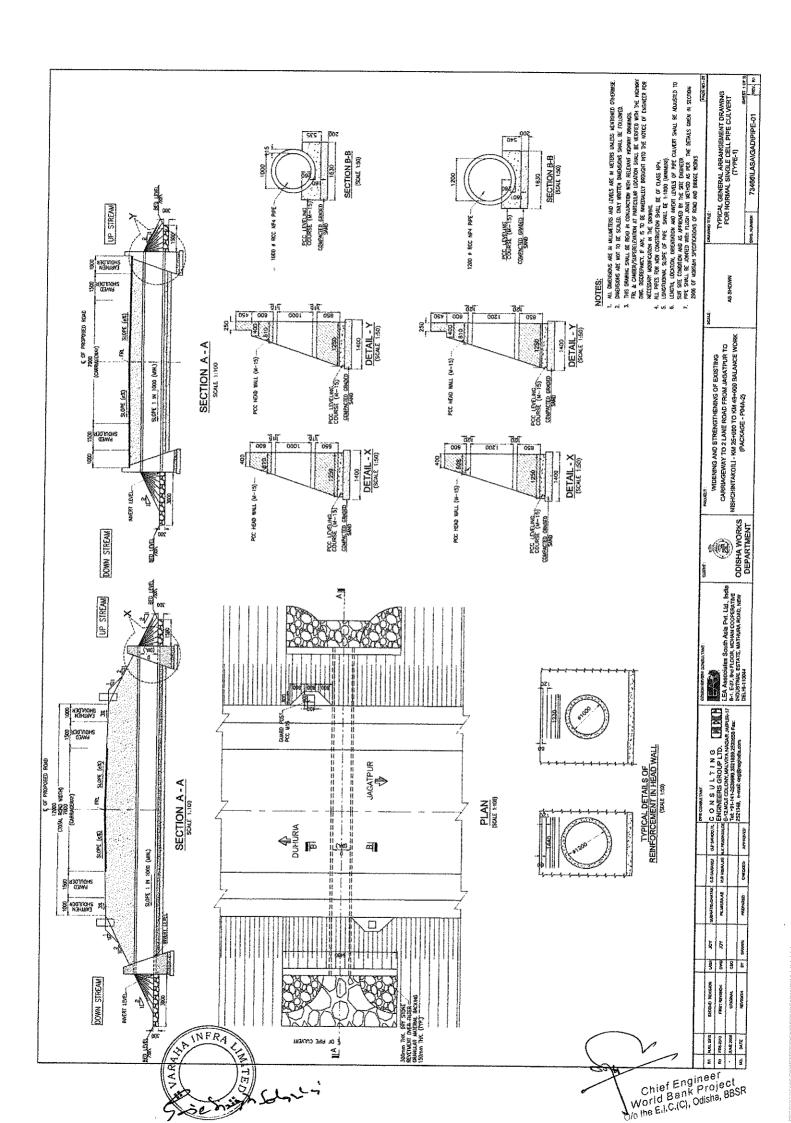


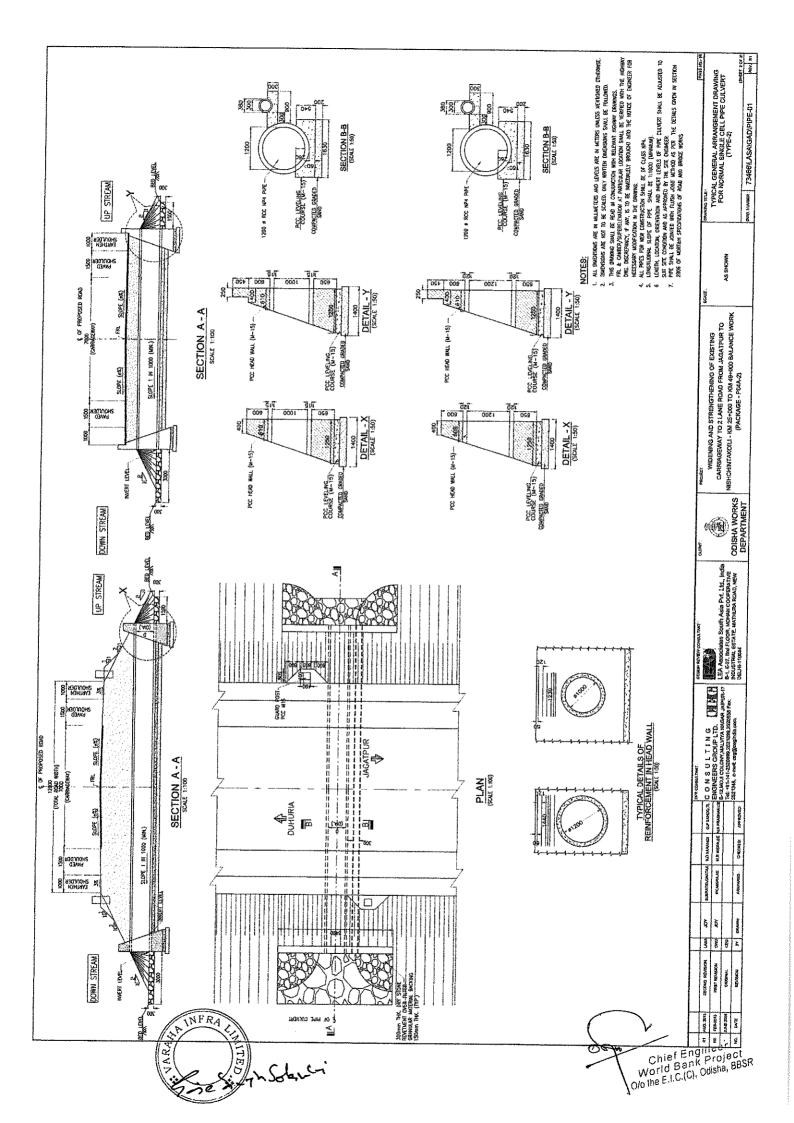


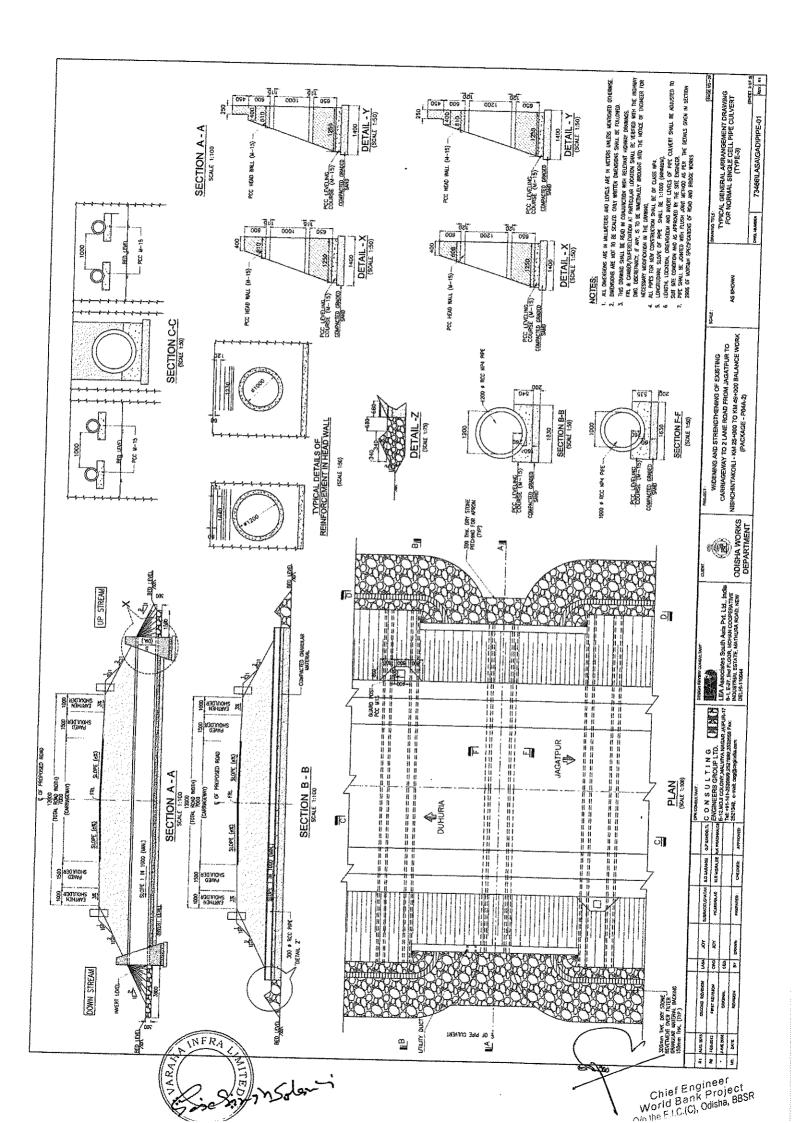


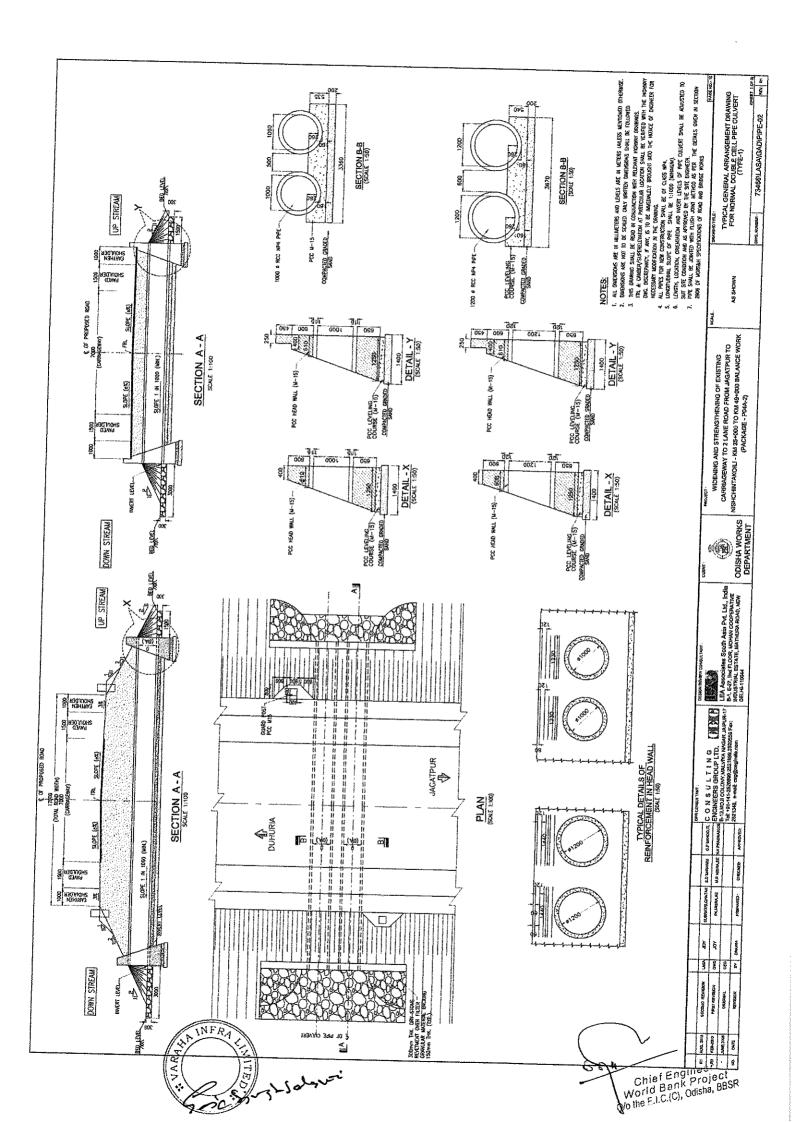


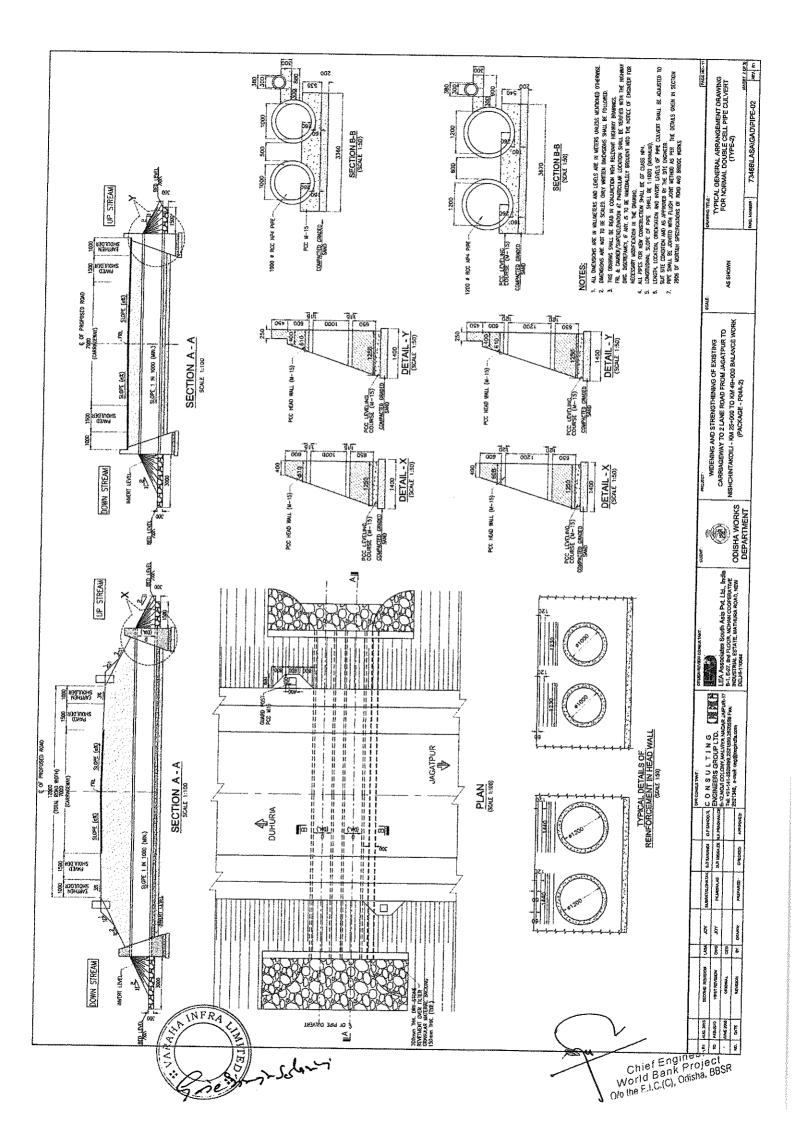


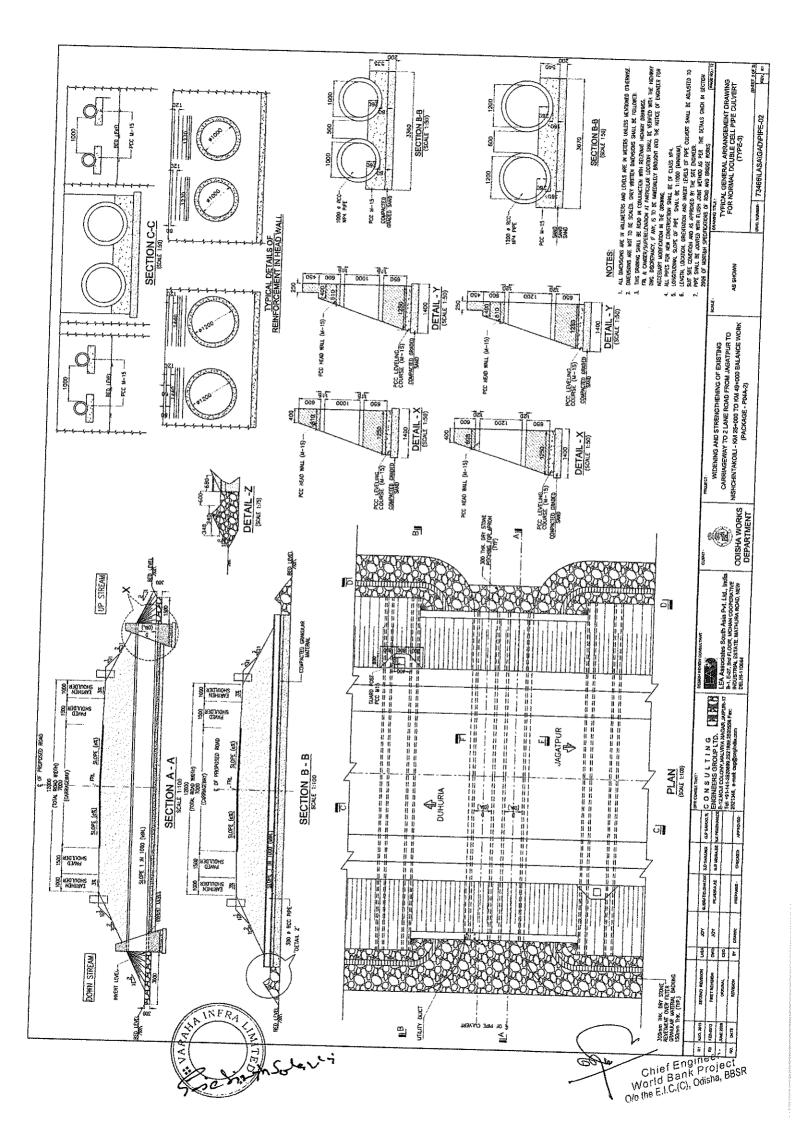


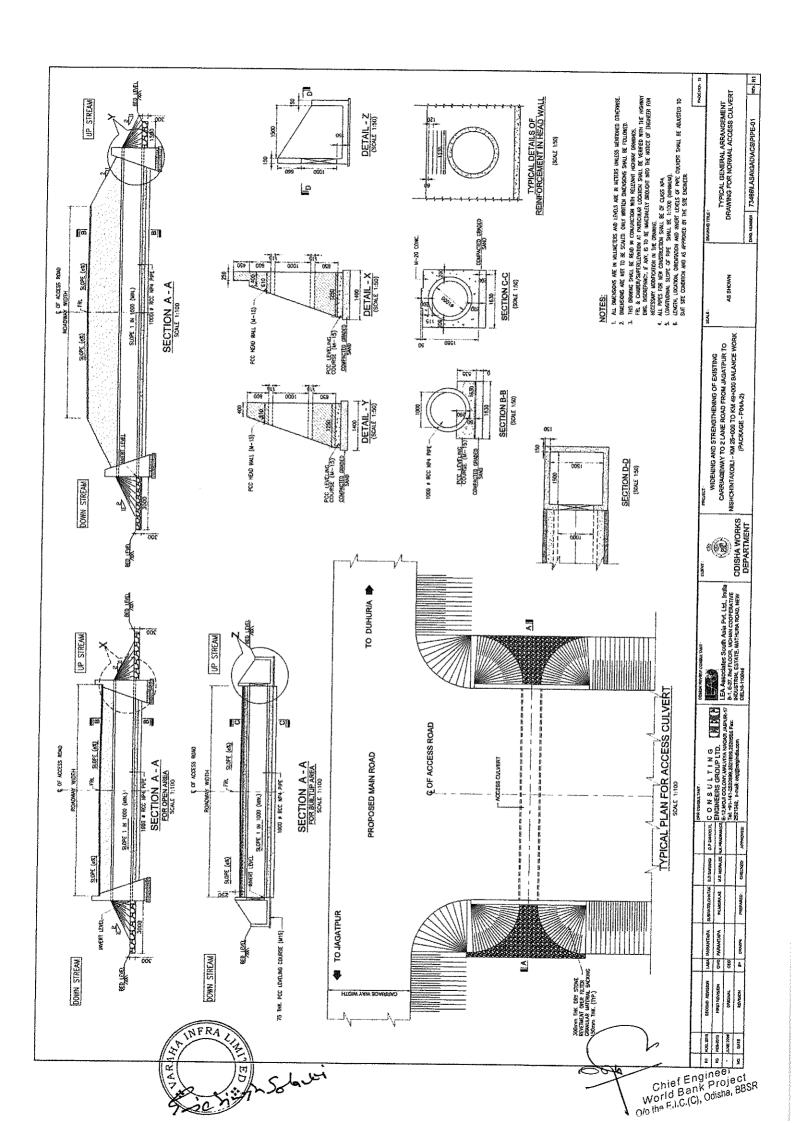












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29+208.000				1.44	7			-
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32+600.000		8	0.115	1.23	ㅋ		Normal DN	23
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40+770,000			0.12	1,44	ਜ	ō	Normal DN	23
41+267.000		1.20	0.12	1.44	7			33
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WIDENING AND STRENGTHENING OF EXISTING CARRIAGEWAY TO 2 LANE ROAD FROM, JAGATPUR TO NISHCHINTAKOILL - KM 25+000 TO KM 48+000 BALANCE WORK [PACKASE - PGAA-2]

REV. R1

DING HARBER: 73466LASANSCHIPPE-01

SCHEDULE OF PIPE CULVERT NEW CONSTRUCTION

AS SHOWN

PAGENO. H

ODISHA WORKS NO DEPARTMENT

RESPONSED COMESTANT

THE ASSESSED SOUTH AGES PAY LIE, THIS PROBLEM ESTATE, MATHANA ROLD, NEW ORLH-1004.

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Chief Engine Cott World Bank Project World Bank Odisha, BBSR

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Chief Engineer
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PAGENC: 15

REV. R1

DPS. HARGE 734851 ASAISCHIPIPE-02

SCHEDULE OF PIPE CULVERY FOR REPTILE UNDERPASS

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WIDENING AND STRENGTHENING OF EXISTING CARRIAGEMAY TO 2 LAME ROAD FROM JAGATPUR TO NISHCHINTAKOILI - KM 25-000 TO KM 49-000 BALANCE WORK (PACKAGE - POIA-2)

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Pipe Length 1.0m dla Encase 18 Normal DN 25 Normal DN 20 O Normai DN 18 M 0 Normal DN 0 Normal Type of Culvert WAIN ROAD PIPE CULVERT DETAIL 0 Normal 0 Normal Skew angle 26+173.000 1.4c. | 26+550.000 1.0c. | 1.23 | 1.23 | 2.7+220.000 1.00 | 0.115 | 1.23 | 1.23 | 2.7+220.000 1.00 | 0.115 | 1.23 | 1.23 | 2.7+20.000 | 1.00 | 0.115 | 1.23 | 1.23 | 2.2+20.000 | 1.00 | 0.115 | 1.23 | 2.2+20.000 | 1.00 | 0.115 | 1.23 | 2.2+20.000 | 1.00 | 0.115 | 1.23 | 2.2+20.000 | 1.00 | 0.115 | 1.23 | 2.2+20.000 | 1.00 | 0.115 | 1.23 | 2.2+20.000 | 1.20 | 0.12 | 1.2 | 2.2+20.000 | 1.20 | 0.12 | 1.2 | 2.2+20.000 | 1.20 | 0.12 | 1.2 | 2.2+20.000 | 1.20 | 0.12 | 1.2 | 2.2+20.000 | 1.20 | 0.12 | 1.2 | 2.2+20.000 | 1.20 | 0.12 | 1.2 | 2.2+20.000 | 1.20 | 0.12 | 2.2+20.000 | 1.20 | 0.12 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 1.20 | 0.13 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 | 2.2+20.000 No. of rows Outer dia, D Pipe thickness, t (m) 44+480,000 1.00 0 45+200,000 1.20 48+150,000 1.00 0 E Pipe Dia, d 484870.000 1.00 CD Chainage Š 11 21 21 21 21

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WIDENING AND STRENGTHENING OF EXISTING
CARRAGEWAY TO 2 LANE ROAD FROM MAGATPUR TO
NISHCHINTAKOLL - KM 25-000 TO KM 49-000 BALANCE WORK
(PACKAGE - PDA-2)

PAGE NO. 18

SCHEDULE OF PIPE CULVERY WITH UTILITY

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DAYS MURREY 734651LASAISCHAPIPE-03

Pipe Length 1.0m dla | Okermal DN | 20 | Okermal DN | 20 | Okermal | 28 | Okermal | 25 | Okerase | 25 | Okerase | 25 | Okerase | 25 | Okermal | 26 | Okermal | 29 | Okermal | 29 | Okermal | 20 | Encase | 25 | Encase | 20 | Encase | 20 | Normal | 25 | Normal | 20 | Normal | 20 | Encase | 20 | O Normal DN 18 Ma lem O Normal DN Type of Culvert CULVERT эксм зибь SMOJ 10 TON 0.115 1.23 0.115 1.23 0.115 1.23 0.115 1.23 0.115 1.23 0.115 1.23 1.23 Ê Outer dia, D ROAD PIPE 'ssauspių; adi Ξ 26-655.000 1.00 C 26-655.000 1.00 C 27-980.000 1.00 C 28-27.0000 1.00 C 28-27.000 1.00 C 28-59.000 1.00 C 28-59.000 1.00 C 28-59.000 1.00 C 28-59.000 1.00 C b ekt adia MAIN C Chainag Ž,

WIDEMING AND STRENGTHENING OF EXISTING
CARRIAGENAY TO 2 LANE ROAD FROM JAGATPUR TO
NISHCHINTAKOLIJ - KM 25-400 TO KM 49-100 BALANCE WORK
(PACKAGE - POHA-2)

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DIVG. NUMBER:

PASE NOV 3

SCHEDULE OF ACCESS PIPE CULVERY 734561. ASA\SCHIPIPE-04

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ODISHA WORKS DEPARTMENT

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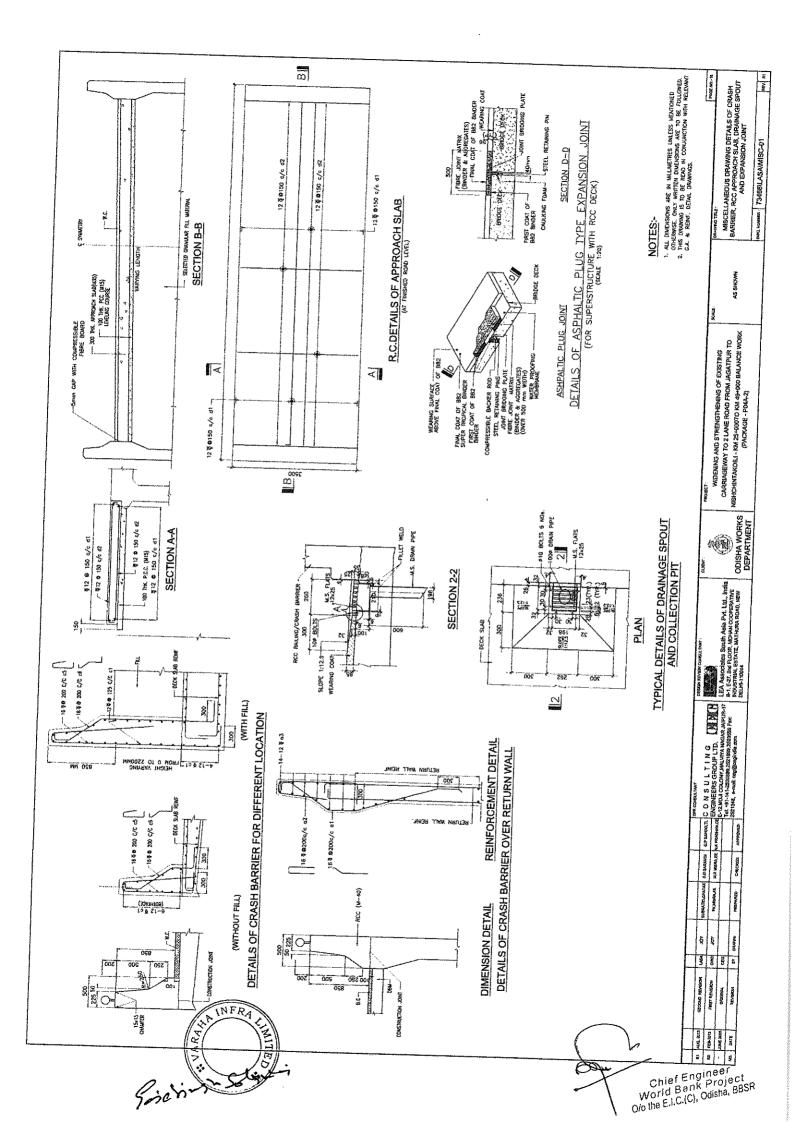
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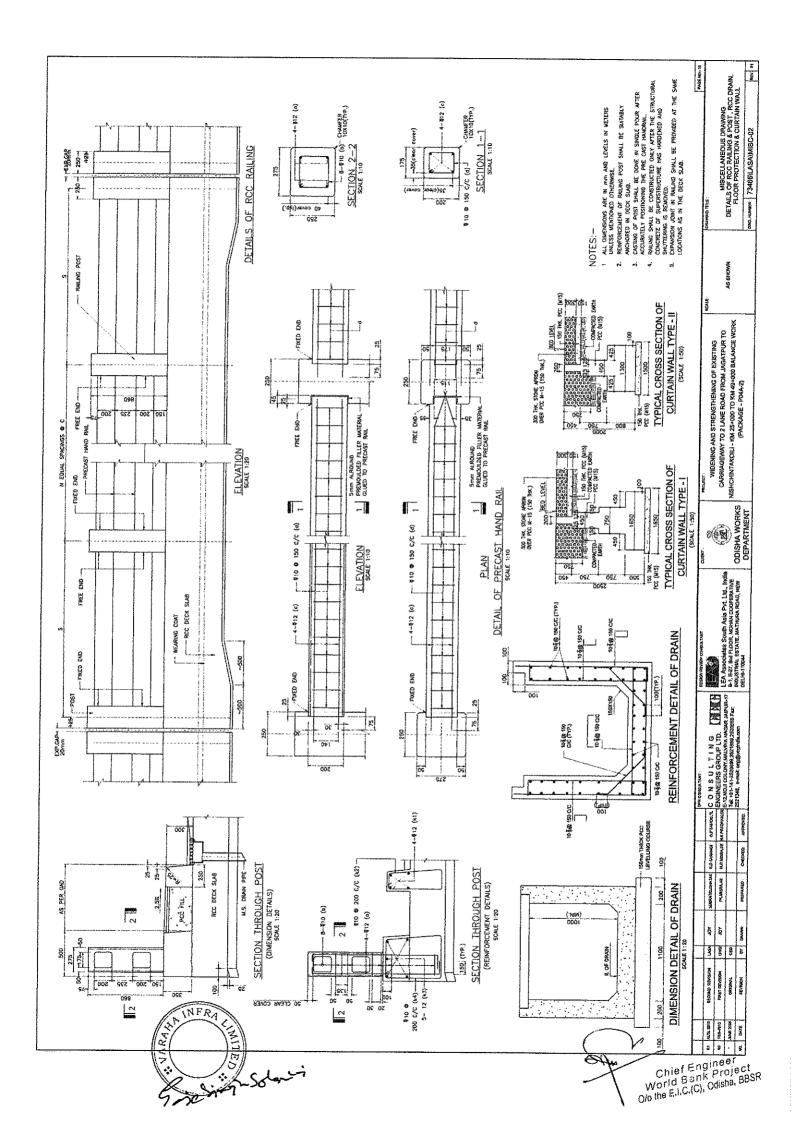
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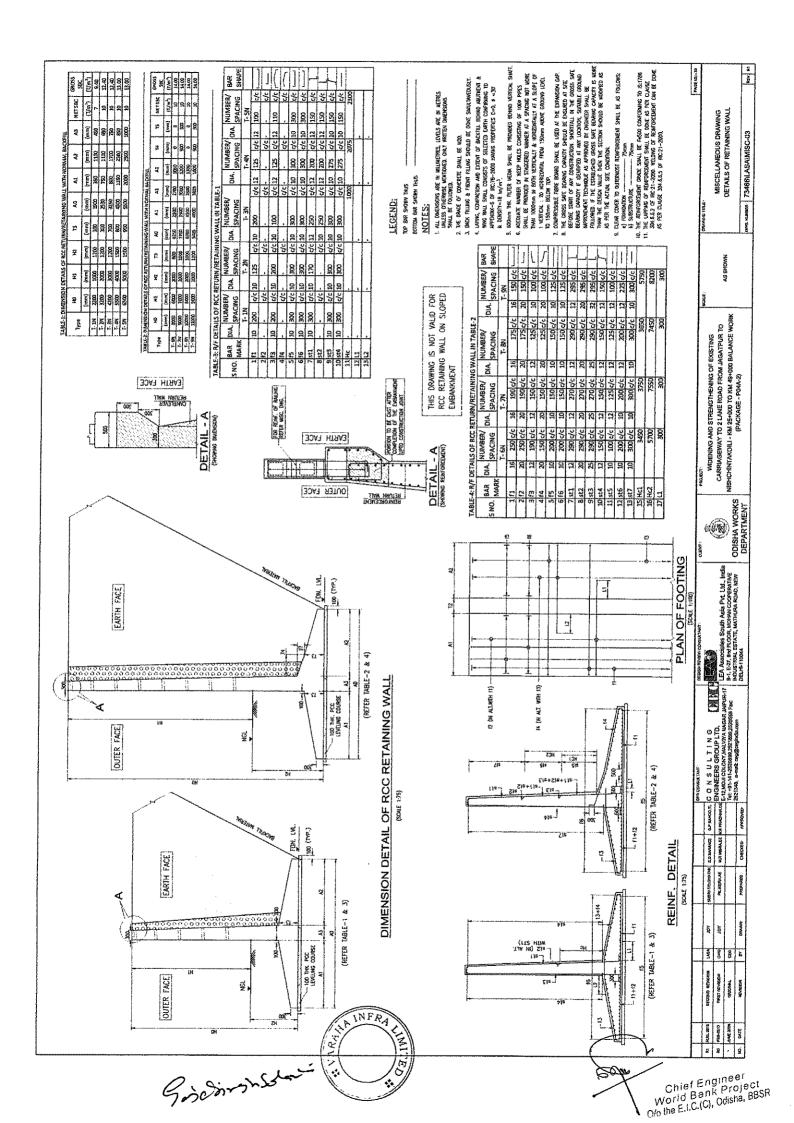
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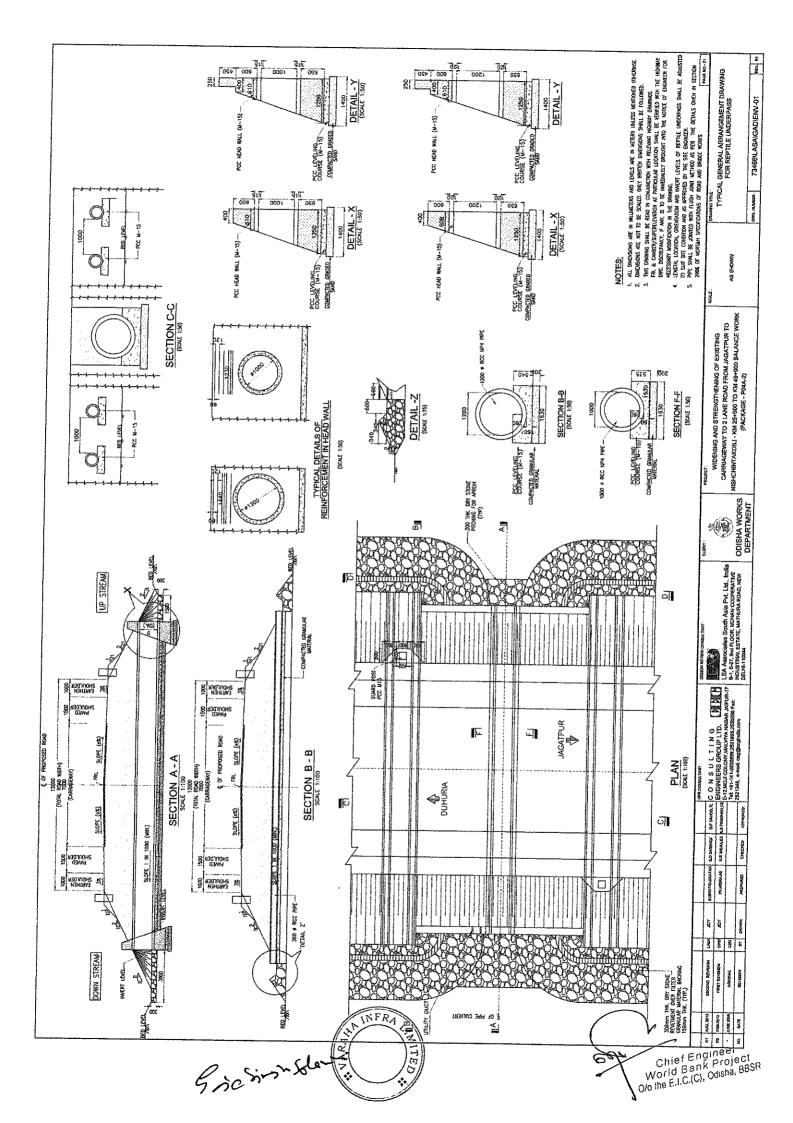
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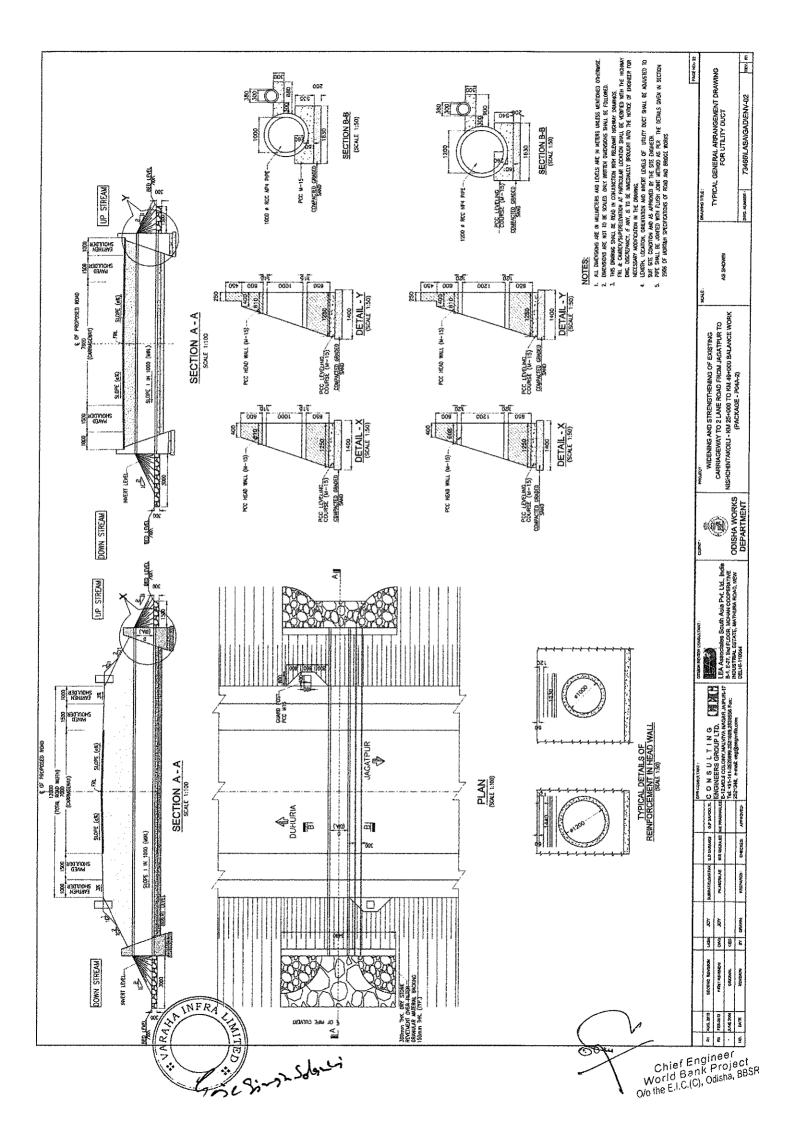
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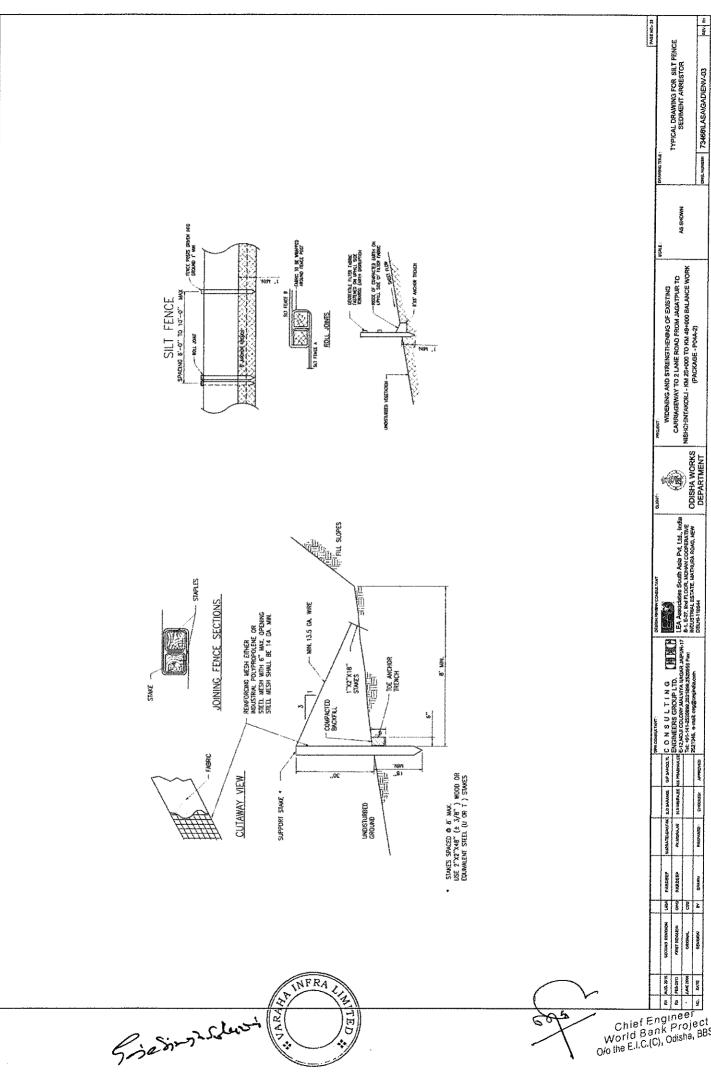




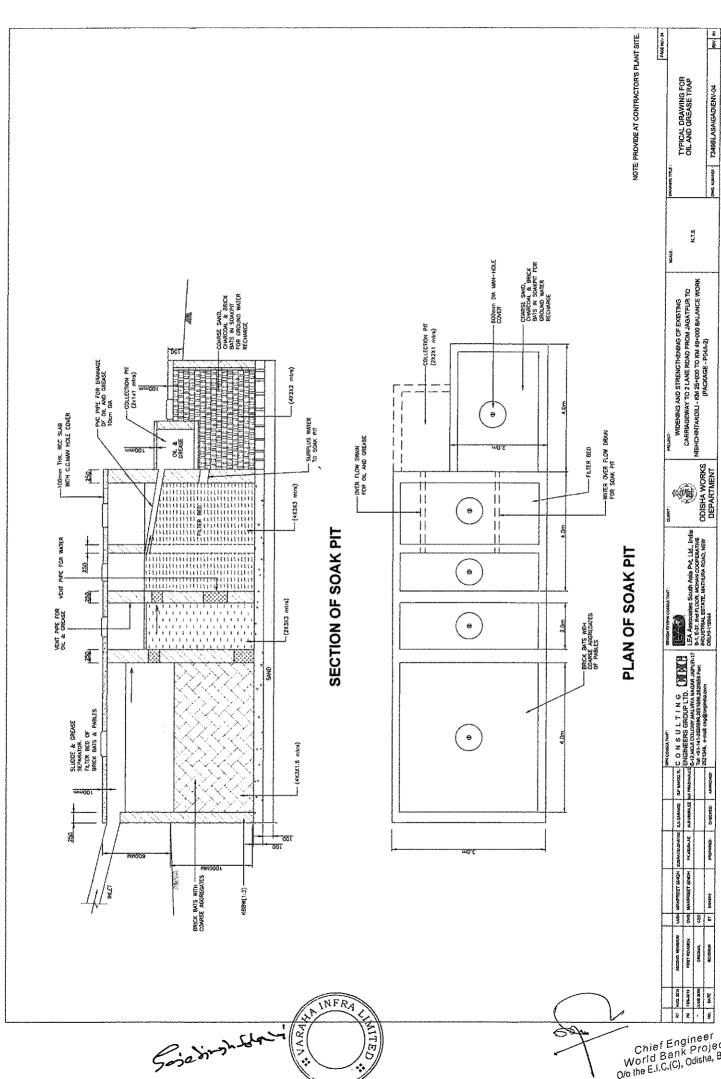


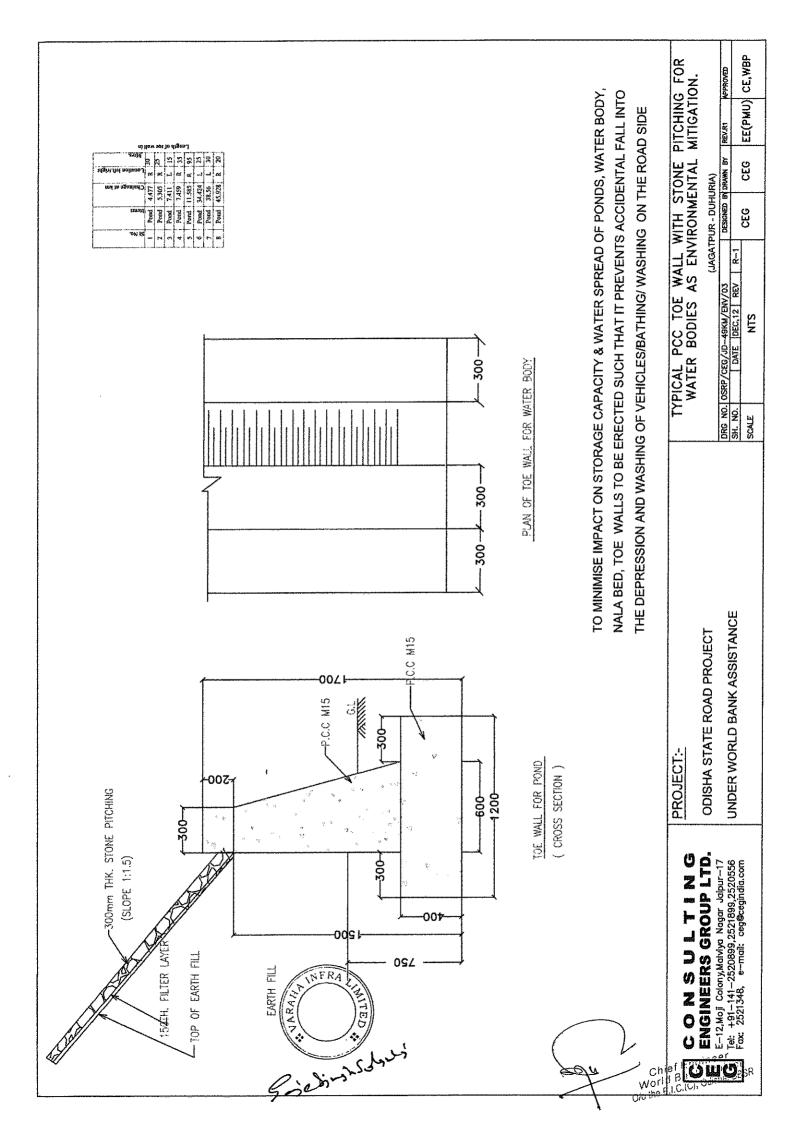


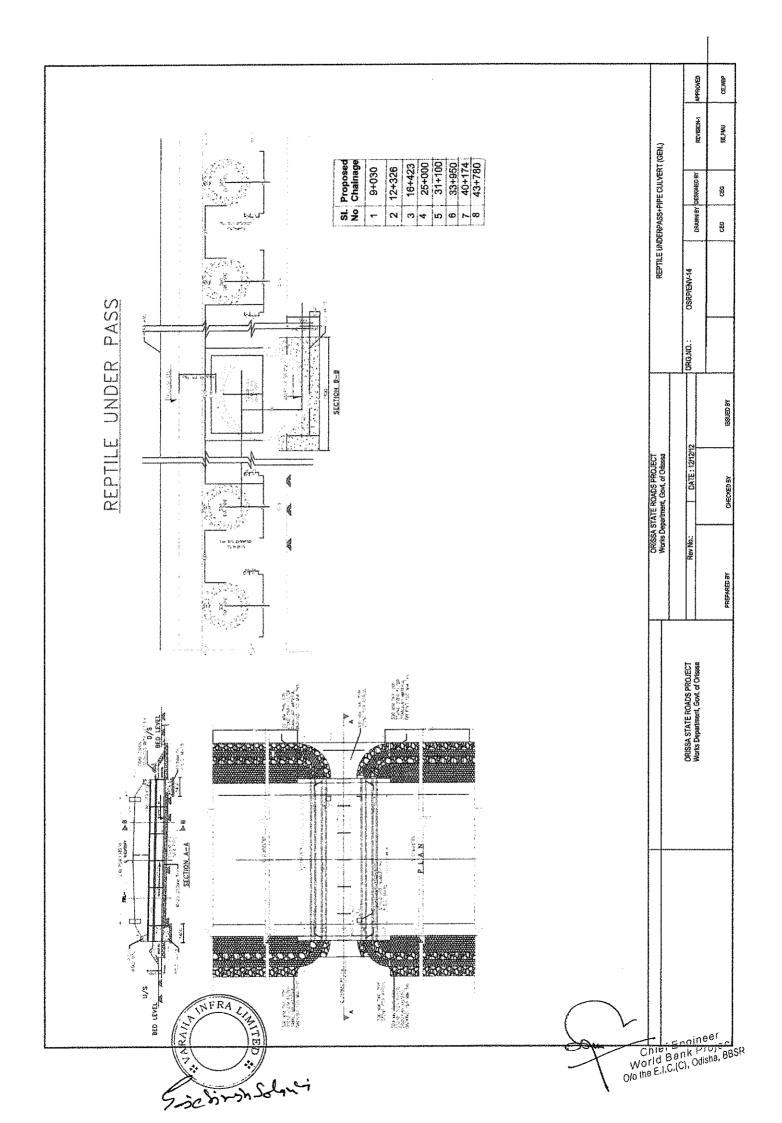


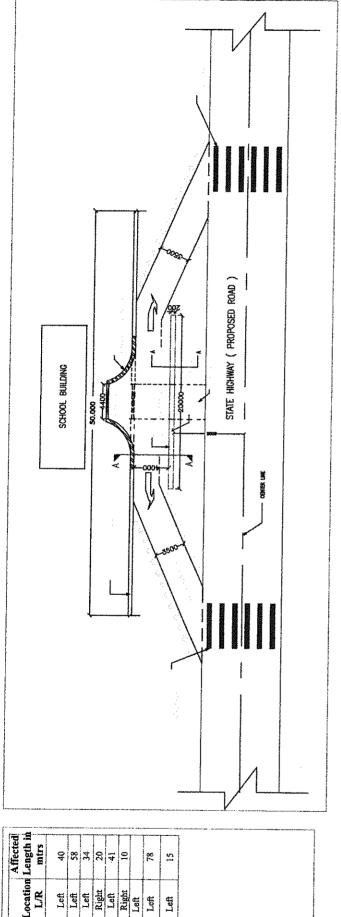


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NEAR SCHOOLS, COLLEGES, HOSTELS, TEMPLES, HOSPITALS, DISPENSARIES AND OLD AGE HOMES, WEEKLY MARKET AREA, G.P MARKET COMPLEX ADJACENT TO THE ROAD WITHIN 25m TO 50m DISTANCE FROM CENTRE LINE. THE BOUNDARY WALL SHOULD HAVE G.I ANGLE POSTS THERE SHALL BE RUMBLER STRIPS & SPEED BREAKERS 150m & 10m AWAY FROM PEDESTRIAN CROSSINGS WITH G.I WIRE MESH GRILL/ STRINGS FOR GROWING CREEPERS TO MUFFLE NOISE AND DUST.

CREEPERS WITH SCENTED/COLOURFUL FLOWERS TO BE PLANTED WHICH HAVE TOMENTOSE LEAVES TO ABSORB MORE DUST AND NOISE.

THE BOUNDARY WALL PLASTERING TO HAVE VERTICAL GROOVES TO DEFELECT NOISE TOWARDS THE ROAD WHICH WILL ACT AS A COUNTER NOISE SOURCE TO DAMPEN THE HIGH WAY NOISE LEVEL.

OR EDGE OF THE APPROACH ROAD TO SUCH PLACES. THE BOUNDARY ENTRY POINT TO BE SHIFTED IN WORDS IN CASE OF CLOSE WITH VEGETATIVE SHRUBS AND BUSHES WHICH ARE NON BROWSABLE AND HAVING SCENTED FLOWERS TO BE PLANTED ON THE PERIPHERY NAME OF THE INSTITUTION ENGRAVED. PROXIMITY AND DIRECT ENTRY TO THE ROAD WITH AND A BARRICADE WALL SHALL BE ERECTED 4m AWAY FROM THE ENTRY POINT INFRONT OF THE GATE

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PROJECT:

© E-12,Moji Colony,Malviya Nagar Jaipur-17 Tel: +91-141-2520899,2521899,2520556 Fax: 2521348, e-mail: ceg@cegindia.com

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GOVERNMENT OF ODISHA WORKS DEPARTMENT

PACKAGE No. OSRP-CW-ICB-P04A2

For

Construction for Widening & Strengthening of existing carriageway to 2-lane road from Nischintakoili to Duhuria (Km. 25/0 to Km. 49/0 of MDR) (Balance Works)

under

Odisha State Roads Project

between

Chief Engineer, World Bank Projects, Odisha on behalf of
Odisha Works Department, Government of Odisha

and

M/s Varaha Infra Ltd.,

Umesh Smriti, 6 Jalam Vilas Scheme, Paota B Road, Jodhpur- 342006, Rajasthan, India Tel: +91-291-2556877, Fax: +91-291-2553861 E-mail: vccjodhpur@gmail.com

[VOLUME-V: Schedules]

Agreement Value: Rs. 97,89,97,903

Project Management Unit, Odisha State Roads Project Office of the Engineer-in-Chief (Civil), Odisha, Nirman Soudha, Keshari Nagar,Unit – V, Bhubaneswar – 751 001

December 23, 2015

CONTENTS of CONTRACT

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Volume - II

Particular Conditions and

the General Conditions;

Volume - III

Specifications

Volume - IV

Drawings

Volume - V

Completed Schedules

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2	Day Work Summary	2
3	Price Schedule	3-33

Grand Summary of Price Schedule

Contract Name: "CONSTRUCTION FOR WIDENING & STRENGTHENING OF EXISTING CARRIAGE WAY TO 2- LANE ROAD FROM NISCHINTAKOILI TO DUHURIA - Km 25 to Km 49 MDR (Balance Work)

(Package No-ICB-CW-P04A-2)

Contract No.: Agreement No. 05 of 2015 - 16

General Summary	Page	Amount
BILL NO.1 : SITE CLEARANCE	3 to 4	3,876,240.50
BILL NO.2 : EARTH WORKS	4 to 5	235,492,950.00
BILL NO.3 : SUB-BASE AND BASE COURSES	6	204,902,390.00
BILL NO.4 : BITUMINOUS COURSES	6 to 7	349,531,281.00
BILL NO.5 : CULVERTS AND UNDERPASSES	8 to 11	76,917,585.80
BILL NO.6 : BRIDGES	12 to 15	5,559,913.48
BILL NO.7 : RETAINING WALL, DRAINAGE AND PROTECTIVE WORKS	15 to 17	99,591,892.07
BILL NO.8 : ROAD SAFETY AND AMENITIES	17 to 22	67,257,938.60
BILL NO.9 : MAINTENANCE, REPAIR AND REHABILITATION	22 to 23	23,174,865.84
BILL NO.10 : ENVIRONMENTAL MITIGATION MEASURES	24 to 28	20,797,040.26
Subtotal of Bills	(A)	1,087,102,097.55
Total for Daywork (Provisional Sum)	(B)	673,350.00
Total Bid Price (A + B)	(C)	1,087,775,447.55
Discount @ 10% on Total Bid Price (C) 10% Discount shall be effected in each Work Bill)	(D)	108,777,544.76
Final Bid Price (C - D)	(E)	978,997,902.80
	Say,	978,997,903.00

Rupees Ninety Seven Crores Eighty Nine Lakhs Ninety Seven Thousand Nine Hundred Three only

Varaha Infra Limited (Contractor)

Chief Fraince roject
World Bank/Poject Coisha, BBSR
O/o lhe E (Employer)

Daywork Summary

Contract Name: "CONSTRUCTION FOR WIDENING & STRENGTHENING OF EXISTING CARRIAGE WAY TO 2- LANE ROAD FROM NISCHINTAKOILI TO DUHURIA - Km 25 to Km 49 MDR (Balance Work) (Package No-ICB-CW-P04A-2)

Contract No.: Agreement No. 05 of 2015 - 16

	Amount (Rs.)	% Foreign
1. Total for Daywork: Labour	82,718.00	NIL
2. Total for Daywork: Materials	402,944.00	NIL
3. Total for Daywork: Contractor's Equipment	187,688.00	NIL

Total for Daywork (Provisional Sum)

673,350.00

Varaha Infra Limited (Contractor)

Chief Engineer,
World Bank Projects. Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C). Odisha, 88SR

Contract Name: "CONSTRUCTION FOR WIDENING & STRENGTHENING OF EXISTING CARRIAGE WAY TO 2- LANE ROAD FROM NISCHINTAKOILI TO DUHURIA - Km 25 to Km 49 MDR (Balance Work) (Package No-ICB-CW-P04A-2)

PRICE SCHEDULE (WORKS ITEMS & DAYWORKS)

Item No.	Description	Unit	Quantity	Rate	Amount
	BILL NO.1 : SITE CLEARANCE				
1.01	Clearing and Grubbing for road land complete as per Technical Specification Clause 201 and as per the direction of the Engineer.	На	32.00		1,161,600.0
				Rupees Thirty Six Thousand Three Hundred only	
1.02	Dismantling structures and pavement including disposal of resulting material and/or salvaging useful materials complete as per Technical Specification Clause 202, 2809 and as per the direction of the Engineer.				
	a) Brick/ Stone Structures of dry or in lime/cement mortar	Cum	921.00	302.500	278,602.50
				Rupees Three Hundred Two And Fifty Paise only	
	b) Concrete/ Reinforced concrete/ Prestressed concrete structures including cleaning straightening & cutting of bars and separating them out from RCC/PSC.				
	For Slab Culverts & Box Culverts and Bridges				***************************************
)P.C.C.	Cum	117.00	363.000 Rupees Three Hundred Sixty Three only	42,471.00
ļi	i)R.C.C.	Cum	126.00	387.200	48,787.20
		,		Rupees Three Hundred Eighty Seven And Twenty Paise only	
	c) Dismantalling of Pavement course	Cum	10,552.00	169.400 Rupees One Hundred Sixty Nine And Forty Paise only	1,787,508.80
	l) Hume pipe	Lm	188.00	484.000 Rupees Four Hundred Eighty Four only	90,992.00
	e) CC Kerb	Lm	8.00	242.000 Rupees Two Hundred Forty Two only	1,936.00
f	Dry stone pitching	Cum	10.00	544.500 Rupees Five Hundred Forty Four And Fifty Paise only	5,445.00
g) Expansion joint	Rm	22.00	121.000 Rupees One Hundred Twenty One only	2,662.00

Varaha Infra Limited (Contractor)

Page 3 of 33

Chief Engineer, World Bank Projects, Odisha (Employer) Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, 89SR

item No.	Description	Unit	Quantity	Rate	Amount
	h) Bituminous Concrete Wearing Coarse	Sqm	55.00	Rupees One Hundred Forty	7,986.00
1.03	Removing stumps and roots of trees having girth above 300 mm,tranporting and disposing same clear off the work site and back filling the pit with sand to required compaction complete as per Technical Specifications Clause 305, as directed by the Engineer, for girth size:			Five And Twenty Paise only	
	a) Above 300 mm to 600 mm	No.	300.00	275.000 Rupees Two Hundred Seventy Five only	82,500.00
	b) Above 600 mm to 900 mm	No.	250.00		96,250.00
	c) Above 900 mm to 1800 mm	No.	250.00	550.000 Rupees Five Hundred Fifty only	137,500.00
	d) Above 1800 mm	No.	200.00	660.000 Rupees Six Hundred Sixty only	132,000.00
	SUB TOTAL				3,876,240.50
T	BILL NO.2 : EARTH WORKS				0,01 0,2-0.00
2.01	Roadway excavation in all kinds of soil necessary for construction of roadway complete as per Technical Specification Clause 301 and as per the direction of Engineer.	Cum	16,684.00	55.000	917,620.00
2.02	Construction of embankment with approved material obtained from approved corrow areas with all leads and lifts Complete as per Drawing and technical Specification Clause 305 and as per the direction of the Engineer.	Cum	55,112.00	Rupees Fifty Five only 220.000	12,124,640.00
				Rupees Two Hundred Twenty only	
fi 2.03 a T	Construction of embankment with sand rom approved borrow areas with all leads and lifts complete as per Drawing and echnical Specification Clause 305 and as per the direction of the Engineer.	Cum	177,616.00	440.000	78,151,040.00
				Rupees Four Hundred Forty only	

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Chief Epgineer,
World Bank Projects, Odisha
(Embloyer)
Chief Engineer
World Bank Project
O/o lhe E.l.C.(C). Odisha. BBSR

Item No.	Description	Unit	Quantity	Rate	Amount
2.04	Construction of subgrade and earthen shoulder with moorum/ gravelly soil having CBR value 10% or more from approved borrow areas with all leads and lifts Complete as per Drawing and technical Specification Clause 305 and as per the direction of the Engineer.	Cum	199,939.00	715.000	142,956,385.00
				Rupees Seven Hundred Fifteer only	
2.05	Construction of embankment with suitable material deposited at site from roadway and structure excavation all complete as per Drawing and Technical Specification Clause 305 and as per the direction of the Engineer.	Cum	10,011.00	55.000	550,605.00
2.06	Loosening and recompacting the existing subgrade in all kinds of soil upto a depth of 300mm/500mm to meet the requirement of table 300-2 complete as per Technical Specification Clause 305 and as per the direction of the Engineer.	Cum	6,900.00	Rupees Fifty Five only 22.000	151,800.00
				Rupees Twenty Two only	
2.07	Earthwork with agriculture soil for filling of median/island complete as per Technical Specification Clause 407 and as per the direction of the Engineer.	Cum	675.00	220.000	148,500.00
				Rupees Two Hundred Twenty only	
2.08 \ 0	Scarifying the existing bituminous surface layers without disturbing the base including transporting and disposing off waste material atapproved location complete as per Technical Specification Clause 501 and as per the direction of the Engineer.	Sqm _,	41,244.00	5.500	226,842.00
				Rupees Five And Fifty Paise only	
2.09 a	Stripping, storing of top soil by road side at 15 m internal and re-application on embankment slopes, cut slopes and other areas in localities where the available embankment material is not conducive to plant growth as directed by the Engineer and as per technical specification-301.	Cum	2,682.00	99.000	265,518.00
9	SUB TOTAL			Rupees Ninety Nine only	
10	ON IVIAL			<u> </u>	235,492,950.00

Chief Angineer, World Bank Projects Odisha (Employer)

Item No.	Description	Unit	Quantity	Rate	Amount
	BILL NO.3 : SUB-BASE AND BASE COURSES				
3.01	Construction of Granular Sub-base course using crushed stone aggregade by providing the materials conforming to Gr-V of Table 400-1 complete as per Technical Specification Clause 401 and as per the direction of the Engineer.	Cum	65,795.00	1,650.000	108,561,750.00
				Rupees One Thousand Six Hundred Fifty only	
3.02	Construction of wet mix macadam complete as per Technical Specification Clause 406 and as per the direction of the Engineer.		54,739.00	1,760.000	96,340,640.00
				Rupees One Thousand Seven Hundred Sixty only	
	SUB TOTAL	*****			204,902,390.00
	BILL NO.4 : BITUMINOUS COURSES				
4.01	Providing bituminous Primer coat over granular surface complete all as per Technical Specification Clause 502 and as per the direction of the Engineer.	Sqm	220,264.00	33.000	7,268,712.00
		····		Rupees Thirty Three only	
4.02	Providing Tack coat complete as per Technical Specification Clause 503 and as per the direction of the Engineer.		7		
į.	(a) Over Granular Surface treated with primer	Sqm	220,264.00	16.500	3,634,356.00
				Rupees Sixteen And Fifty Paise only	, ,
	(b) Over normal bituminous surface	Sqm	203,173.00	11.000 Rupees Eleven only	2,234,903.00
4.03 3	Providing Dense Bituminous Macdam course using Bitumen Grade-60/70 (VG-80) complete as per Technical Specification Clause 505 and as per the direction of Engineer.	Cum	18,266.00	7,150.000	130,601,900.00
	_			Rupees Seven Thousand One Hundred Fifty only	
1.04 T	Providing bituminous concrete wearing course using CRMB-55 complete as per echnical Specification Clause 507 and as er the direction of the Engineer.	Cum	8,122.00	8,250.000	67,006,500.00
				Rupees Eight Thousand Two Hundred Fifty only	

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Chief Engineer, World Bank Projects, Odisha (Employer)

item		l		T .	
No.	Description	Unit	Quantity	Rate	Amount
4.05	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, laid with a paver with electronic sensor, compacting with 8-10 tonnes vibratory roller, finishing and curing as per Technical Specification clause 601 and as per the direction of the Engineer.	Cum	8,524.00	3,080.000	26,253,920.00
				Rupees Three Thousand Eighty only	
4.06	Construction of un-reinforced, dowel jointed, plain cement concrete pavement of M40 grade with 43 grade cement @ minimum 400 kg per cum, over a prepared dry lean concrete sub base, mixed in a batching and mixing plant as per approved mix design, transported to site by transit mixers, laid either with a fixed form or slip form paver or by hand guided method, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation membrane of 125 micron thickness, sealant primer, joint sealant, debonding strip, dowel bar, tie rod, admixtures as approved, curing compound, finishing to lines and grades as per drawing and Clause 602 of Technical Specifications.	Cum	17,048.00	6,270.000	106,890,960.00
				Rupees Six Thousand Two Hundred Seventy only	
1.07	Providing and laying 20 mm thick Close Graded Premix Mixed Seal Surfacing type A complete as per Technical Specification Clause 508.	Sqm	17,091.00	330.000 Rupees Three Hundred Thirty	5,640,030.00
				only	
	SUB TOTAL				349,531,281.00



Chief Engineer, World Bank Projects, Odisha (Employer)

Item	Description	Unit	Quantity	Rate	
No.	BILL NO.5 : CULVERTS	Oille	Quantity	Rate	Amount
5.01	Earthwork in excavation of foundation for structures complete as per Drawing and Technical Specifications Clause 304 including all leads and lifts and as per the direction of the Engineer.		18,124.00	Rupees One Hundred Thirty	2,392,368.00
	Footh fill halamathlian in annual and a			Two only	
5.02	Earth fill below pitching in quadrant portion with approved material complete as per Drawing and Technical Specification Clause 305 with all leads and lifts and as per the direction of the Engineer.	Cum	1,029.00	55.000	56,595.00
				Rupees Fifty Five only	
	Providing and filling behind abutment, wing wall and return wall with granular material etc.Layers not exceeding 150mm thick including all leads and lifts complete as per Drawing, direction of the Engineer and Technical Specification Clause 304	Cum	1,399.00	1,331.000	1,862,069.00
	and as per the direction of the Engineer.			Rupees One Thousand Three Hundred Thirty One only	
5.04	Providing filter media behind abutment, wing wall and return wall complete as per Drawing and Technical Specification Clause 2504, 2509, 2510 and as per the direction of the Engineer.	Cum	348.00	1,089.000	378,972.00
				Rupees One Thousand Eighty Nine only	
5.05	Cement Concrete M-15 grade in levelling course and pipe bed etc. including centering and shuttering all complete as per Drawing and Technical Specification Sections 1500 and 1700 and as per the direction of the Engineer.	Cum	2,353.00	4,400.000	10,353,200.00
				Rupees Four Thousand Four Hundred only	
5.06 F	Cement Concrete M-15 grade in substructure & headwall including centering and shuttering all complete as per Drawing and Technical Specification Sections 1500, 1700, 2200 and as per the direction of the Engineer.	Cum	1,824.00	4,950.000	9,028,800.00
				Rupees Four Thousand Nine Hundred Fifty only	

Chief-Engineer, World Bank Projects, Odisha (Employer)

Item					
No.	Description	Unit	Quantity	Rate	Amount
5.07	Reinforced cement concrete (M-20 grade in all types of culverts as per Drawing and Technical Specification Section 1500 1700 & 2200 and as per the direction of the Engineer.	Cum	2,455.00	5,500.000	13,502,500.00
				Rupees Five Thousand Five Hundred only	
5.08	Reinforced cement concrete M-30 grade in approach slabs including cost of reinforcement all complete as per Drawing and Technical Specification Clause 2704 and as per the direction of the Engineer.	Cum	247.00	5,500.000	1,358,500.00
				Rupees Five Thousand Five Hundred only	
5.09	HYSD (TMT) bar reinforcement complete as per Drawing and Technical Specifications Clause 1600 and as per the direction of the Engineer.		151.00	55,000.000	8,305,000.00
				Rupees Fifty Five Thousand only	
5.10	Providing laying and joining NP-4(I.S 458) hume pipes for culverts on concrete cradle bedding excluding cost of concrete complete as per Drawing Tech. Specification section2900 and IRC special publication No.13 and as per the direction of the Engineer.				
	a) 1000 mm dia. In Single Row	Lm	523.00	7,865.000	4,113,395.00
				Rupees Seven Thousand Eight Hundred Sixty Five only	
	o) 1200 mm dia. In Single Row	Lm	848.00	10,285.000 Rupees Ten Thousand Two Hundred Eighty Five only	8,721,680.00
ŀ	c) 1200 mm dia. In Double Row	Double Row-Lm	278.00	19,800.000	5,504,400.00
				Rupees Nineteen Thousand Eight Hundred only	
1 1 5.11 v p 8	Providing, laying and joining 300 mm dia NP-4 Hume Pipe with collars on first class pedding for utility duct and reptile pass including cost of granural bedding and ransportation, loading & unloading, taxes, watering, curing, T&P etc. all complete as per Technical Specification Section 2900 k IRC SP-13 and as per the direction of the Engineer	Lm	682.00	1,331.000	907,742.00
				Rupees One Thousand Three Hundred Thirty One only	

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Chief Engineer, World Bank Projects (Odisha (Employer)

Item		I	I .		
No.	Description	Unit	Quantity	Rate	Amount
5.12	Providing, laying and joining 1000 mm dia NP-4 Hume pipe in single row on first class bedding for spur road drain including cost of granural bedding and all materials, labour, transportation loading & unloading, taxes, watering, curing, T&P etc.all complete as per Technical Specification Section 2900& IRC SP-13 and as per the direction of the Engineer.	Lm	1,243.00	3,630.000	4,512,090.00
				Rupees Three Thousand Six Hundred Thirty only	
	Providing and laying filter material underneath stone pitching in slopes complete as per Drawing and Technical Specification section 2504, 2509, 2510 and as per the direction of the Engineer.	Cum	496.00	770.000	381,920.00
				Rupees Seven Hundred Seventy only	
5.14	Providing and laying stone Pitching on embankment slopes complete as per Drawing and Technical Specification Clause 2504 and as per the direction of the Engineer	Cum	837.00	1,331.000	1,114,047.00
				Rupees One Thousand Three Hundred Thirty One only	
5.15	Providing rubble stone flooring in Cement mortar (1 Cement: 3 Sand) and joints complete as per Drawing and Technical Specification Section 1400, 2504 and as per the direction of the Engineer.	Cum	467.00	1,331.000	621,577.00
				Rupees One Thousand Three Hundred Thirty One only	
5.16	Providing weep holes in box portion, return wall, wing wall etc. all complete as per Drawing and Technical Specification Clause. 2706 and as per the direction of the Engineer.	Nos	360.00	159.500	57,420.00
		***************************************		Rupees One Hundred Fifty Nine And Fifty Paise only	
5.17 a	Supplying, fitting and fixing tar paper bearing in position complete with all accessories as per drawings and technical specification clause 2605, and as per the direction of the Engineer.	Sqm	8.00	29.700	237.60
				Rupees Twenty Nine And Seventy Paise only	

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Supplying and fixing Asphaltic Plug expansion joints complete as per Drawing and as per IRC: SP: 69-2005 and as per the direction of the Engineer. Cement Concrete M-15 grade for parapet Wall as per drawing and Technical Specifications 1500,1700,2100 and 2200 and as per the direction of Engineer. Cum 102.00 4,400.000 448,800.00 5,000 44,400.000 448,800.00 and as per the direction of Engineer. Situminous wearing course 66mm thick comprising 50mm thick asphaltic concrete in a single layer over Bituminous mastic complete as per Drawing and Technical Specification Section 503,516 & 2700 and as per the direction of the Engineer. Synthetic enamel painting of culvert No. and span arrangement as per IRC - 7-1971 and as per the direction of the Engineer. Providing and applying 2 coats of water based cement paint to unplastered concrete surface after cleaning the surface etc. Complete as per the direction of Engineer. Providing Sand Filling in Foundation Trenches as per Drawing & Technical Specification Clause 304 and as per the direction of Engineer. Cum 1,079.00 363.000 391,677.00 391,	Item No.	Description	Unit	Quantity	Rate	Amount
Cement Concrete M-15 grade for parapet Wall as per drawing and Technical Specifications 1500,1700,2100 and 2200 and as per the direction of Engineer. Bituminous wearing course 56mm thick comprising 50mm thick asphaltic concrete in a single layer over Bituminous mastic course 6mm thick with a prime coat complete as per Drawing and Technical Specification Section 503,516 & 2700 and as per the direction of the Engineer. Synthetic enamel painting of culvert No. and span arrangement as per IRC - 7-1971 and as per the direction of the Engineer. Synthetic enamel painting of culvert No. and span arrangement as per IRC - 7-1971 and as per the direction of the Engineer. Providing and applying 2 coats of water based cement paint to unplastered concrete surface after cleaning the surface etc. Complete as per the direction of Engineer. Providing Sand Filling in Foundation Trenches as per Drawing & Technical Specification Clause 304 and as per the direction of the Engineer. Cum 1,079.00 363.000 391,677.00		expansion joints complete as per Drawing and as per IRC: SP: 69-2005 and as per				1,717,353.00
Summarian Summ						
Biturninous wearing course 56mm thick comprising 50mm thick asphaltic concrete in a single layer over Bituminous mastic course 6mm thick with a prime coat complete as per Drawing and Technical Specification Solos, 516 & 2700 and as per the direction of the Engineer. Synthetic enamel painting of culvert No. and span arrangement as per IRC - 7-1971 and as per the direction of the Engineer. Providing and applying 2 coats of water based cement paint to unplastered concrete surface after cleaning the surface etc. Complete as per the direction of Engineer. Providing Sand Filling in Foundation Trenches as per Drawing & Technical Specification Clause 304 and as per the direction of the Engineer. Cum 1,079.00 363.000 391,677.00 Rupees Three Hundred Sixty Rupees Three Hundred Sixty Rupees Three Hundred Sixty	5.19	Wall as per drawing and Technical Specifications 1500,1700,2100 and 2200		102.00	4,400.000	448,800.00
comprising 50mm thick asphaltic concrete in a single layer over Bittuminous mastic course 6mm thick with a prime coat complete as per Drawing and Technical Specification Section 503,516 & 2700 and as per the direction of the Engineer.						
Synthetic enamel painting of culvert No. and span arrangement as per IRC - 7 - 1971 and as per the direction of the Engineer. Providing and applying 2 coats of water based cement paint to unplastered concrete surface after cleaning the surface etc.Complete as per the direction of Engineer. Providing Sand Filling in Foundation Trenches as per Drawing & Technical Specification Clause 304 and as per the direction of the Engineer. Sqm 256.00 84.700 21,683.20 Rupees Eighty Four And Seventy Paise only Cum 1,079.00 363.000 391,677.00 Rupees Three Hundred Sixty	5.20	comprising 50mm thick asphaltic concrete in a single layer over Bituminous mastic course 6mm thick with a prime coat complete as per Drawing and Technical Specification Section 503,516 & 2700 and	Sqm	1,264.00	880.000	1,112,320.00
Synthetic enamel painting of culvert No. and span arrangement as per IRC - 7 - 1971 and as per the direction of the Engineer. Providing and applying 2 coats of water based cement paint to unplastered concrete surface after cleaning the surface etc.Complete as per the direction of Engineer. Providing Sand Filling in Foundation Trenches as per Drawing & Technical Specification Clause 304 and as per the direction of the Engineer. Som 256.00 Rupees Three Hundred Two And Fifty Paise only 21,683.20 Rupees Eighty Four And Seventy Paise only Cum 1,079.00 Rupees Three Hundred Sixty					1	
Providing and applying 2 coats of water based cement paint to unplastered concrete surface after cleaning the surface etc.Complete as per the direction of Engineer. Providing Sand Filling in Foundation Trenches as per Drawing & Technical Specification Clause 304 and as per the direction of the Engineer. And Fifty Paise only Sqm 256.00 84.700 21,683.20 Rupees Eighty Four And Seventy Paise only Cum 1,079.00 363.000 391,677.00 Rupees Three Hundred Sixty	5.21	and span arrangement as per IRC - 7 - 1971 and as per the direction of the	Nos.	176.00	-	53,240.00
based cement paint to unplastered concrete surface after cleaning the surface etc. Complete as per the direction of Engineer. Sqm 256.00 84.700 21,683.20 Rupees Eighty Four And Seventy Paise only Providing Sand Filling in Foundation Trenches as per Drawing & Technical Specification Clause 304 and as per the direction of the Engineer. Cum 1,079.00 363.000 391,677.00 Rupees Three Hundred Sixty						
Providing Sand Filling in Foundation Trenches as per Drawing & Technical Specification Clause 304 and as per the direction of the Engineer. Cum 1,079.00 Rupees Three Hundred Sixty	5.22 c	based cement paint to unplastered concrete surface after cleaning the surface etc.Complete as per the direction of	Sqm	256.00	84.700	21,683.20
Providing Sand Filling in Foundation Trenches as per Drawing & Technical Specification Clause 304 and as per the direction of the Engineer. Cum 1,079.00 363.000 391,677.00 Rupees Three Hundred Sixty						
	5.23	Frenches as per Drawing & Technical Specification Clause 304 and as per the	Cum	1,079.00		391,677.00
					Rupees Three Hundred Sixty Three only	
SUB TOTAL 76,917,585.80		SUB TOTAL				76 047 505 00

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item No.	Description	Unit	Quantity	Rate	Amount
	BILL NO.6 : BRIDGES				
6.01	Earthwork in excavation of foundation for structures complete as per Drawing and	Cum	932.00	145.200	135,326.40
	-			Rupees One Hundred Forty Five And Twenty Paise only	
6.02	Providing and filling foundation and at the back of abutment, wing wall and return wall etc. and below pipe bed in layers not exceeding 150mm thick with granular material including all leads & lifts as per	Cum	11.00	302.500	3,327.50
	Technical Specification Clause 304 and as per the direction of the Engineer.			Rupees Three Hundred Two And Fifty Paise only	
6.03	Providing Filter media behind abutment, wing wall and return wall complete as per Drawing and Technical Specification Clause 2504 and as per the direction of the Engineer.	Cum	11.00		11,979.00
				Rupees One Thousand Eighty Nine only	
	Cement concrete M-15 grade in levelling course etc including centering and shuttering all complete as per Drawing and Technical Specification Section 1500, 1700 & 2100 and as per the direction of the Engineer.	Cum	41.00	4,400.000	180,400.00
				Rupees Four Thousand Four Hundred only	
3.05	Cement concrete (M-15 grade) in foundation and substructure etc including centering and shuttering all complete as per Drawing and Technical Specification Section 1500, 1700, 2100 and as per the direction of the Engineer.	Cum	90.00	5,500.000	495,000.00
				Rupees Five Thousand Five Hundred only	
5.06 8	Reinforced cement concrete of following grades in substructure complete as per Drawing & Technical Specification sections 1500, 1700, 2200 and as per the direction of the Engineer.		-		
a	a) M-35 Grade	Cum	250.00	7,150.000 Rupees Seven Thousand One Hundred Fifty only	1,787,500.00

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Volume-V. Schedules OSRP-CW-ICB-P04A2

Item No.	Description	Unit	Quantity	Rate	Amount
6.07	Providing HYSD (TMT) bar reinforcement complete as per drawing and technical specifications clause 1600 and as per the direction of Engineer.		-		
	a) in substructure	MT	25.00	55,000.000 Rupees Fifty Five Thousand only	1,375,000.00
6.08	Reinforced cement concrete M-30 grade for in approach slabs complete as per Drawing and Technical Specification section 1500, 1600, 1700, 2700 and as per the direction of the Engineer.	Cum	24.00	6,600.000	158,400.00
				Rupees Six Thousand Six Hundred only	
	Providing Bituminous wearing course 56mm thick comprising 50mm thick asphaltic Concrete with modified bitumen comprising of CRMB-55 in a single layer over Bitumenous mastic course 6 mm thick with a prime Coat Complete as per drawing and Technical Specification Section 503,516 & 2700 and as per the direction of Engineer	Sqm	180.00	880.000	158,400.00
	unection or Engineer			Rupees Eight Hundred Eighty only	
6 10	Providing and fixing Drainage Spouts Complete as per Drawing and Technical Specification Clause 2705 and as per the direction of the Engineer.	Nos.	8.00	484.000	3,872.00
	direction of the Engineer.			Rupees Four Hundred Eighty Four only	
6.11	Providing and laying Stone pitching in slopes complete as per Drawing and Technical Specification Section 2500 and as per the direction of the Engineer.	Cum	,. 8.00	1,331.000	10,648.00
				Rupees One Thousand Three Hundred Thirty One only	
6.12	Providing as laying fitter material underneath Stone pitching in slopes Complete as per Drawing and Technical Specification Clause 2504 and as per the direction of the Engineer.	Cum	4.00	1,089.000	4,356.00
				Rupees One Thousand Eighty Nine only	



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Item		I			
No.	Description	Unit	Quantity	Rate	Amount
6.13	Providing weep holes in abutments, wing walls and return walls etc. as per Drawing and Technical Specification Clause 2706 and as per the direction of the Engineer.	Nas	58.00	162.800	9,442.40
				Rupees One Hundred Sixty Two And Eighty Paise only	
6.14	Providing rubble Stone flooring in Cement mortar (1Cement:3 sand) and joints Complete as per Drawing and Technical Specification Section 1400 and 2500 and as per the direction of the Engineer.	Cum	90.00	1,452.000	130,680.00
				Rupees One Thousand Four Hundred Fifty Two only	
6.15	Supplying as fixing of Asphaltic plug expansion joint complete as per drawing specifications and as per the direction of Engineer.	Lm	24.00	7,260.000	174,240.00
				Rupees Seven Thousand Two Hundred Sixty only	
	Synthetic enamel painting of Bridge No. and span arrangement as per IRC-7-1971 and as per the direction of Engineer.	Nos.	2.00	605.000	1,210.00
				Rupees Six Hundred Five only	
6.17	Providing and laying 150mm dia. HDPE Service pipe as per Drawing and as per the direction of the Engineer.	Rm	66.00	632.230	41,727.18
				Rupees Six Hundred Thirty Two And Twenty Three Paise only	
6.18	Providing Gravel fill below pitching in quadrant portion with approved material complete as per Drawing and Technical Specification Clause 305 with all leads and lifts and as per the direction of the Engineer.	Cum	5.00	632.500	3,162.50
				Rupees Six Hundred Thirty Two And Fifty Paise only	
6.19	Providing Sand Filling in Foundation as per Drawing & Technical Specification Clause 304, 305 and as per the direction of the Engineer.	Cum	1,845.00	346.500	639,292.50
				Rupees Three Hundred Forty Six And Fifty Paise only	

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Item			T .		
No.	Description	Unit	Quantity	Rate	Amount
6.20	Providing Reinforced cement concrete crash barrier constructed with M-40 grade concrete with HYSD reinforcement conforming to IRC:21, with MS vertical plate & base plate, 50mm dia pipe and dowel bars 25 mm dia, 450 mm long at expansion joints filled with pre-moulded asphalt filler board, keyed to the structure on which it is built and installed as per design and as per dimensions in the approved drawing and at locations directed by the Engineer and Technical Specification Clause 809, and section 1500, 1600, 1700.	Lm	33.00	7,150.000	235,950.00
				Rupees Seven Thousand One Hundred Fifty only	
	SUB TOTAL				5,559,913.48
	BILL NO.7 : RETAINING WALL, DRAINAGE AND PROTECTIVE WORKS				
	Retaining Wall				
(a)	Earthwork in excavation for foundation complete as per Drawing and Technical Specification Clause 304 in Retaining wall for high embankment stretches as per the direction of the Engineer.	Cum	8,100.00	137.940	1,117,314.00
				Rupees One Hundred Thirty Seven And Ninety Four Paise only	
(b) fe c p	Providing Plain cement concrete M -15 in oundation levelling course etc. including centering and shuttering all complete as per Drawing and Technical Clauses 1500, 700 and as per the direction of the ingineer.	Cum	519.00	4,180.000	2,169,420.00
				Rupees Four Thousand One Hundred Eighty only	
(c) si	roviding Cement concrete M -20 for einforced concrete in foundation and ubstructure including centering and huttering all complete as per Drawing and echnical Clauses 1500, 1700, 2100 and is per the direction of the Engineer.	Cum	2,713.00	5,500.000	14,921,500.00
		·		Rupees Five Thousand Five Hundred only	



Chief Engineer, World Bank Projects, Odisha (Employer)

Chief Engineer World Bank Project O/o the E.I.C.(C), Odisha, BBSR

Item No.	I Bocovintion	Unit	Quantity	Rate	Amount
(d)	Providing steel reinforcement HYSD (TMT) for retaining wall complete as per Drawing and Technical Specification Clause 1600 and as per the direction of the Engineer.	MT	217.00		
				Rupees Fifty Five Thousand only	
(e)	Providing weep holes in retaining wall complete as per Drawing and Technical Specification Clause 2706 and as per the direction of the Engineer.		2,800.00	459.800	1,287,440.00
				Rupees Four Hundred Fifty Nine And Eighty Paise only	
7.02	Providing and laying stone pitching on embankment slopes as per Drawing and Technical Specification Clause 2504 and as per the direction of the Engineer.	Cum	5,581.00		7,056,895.45
				Rupees One Thousand Two Hundred Sixty Four And Forty Five Paise only	
7.03	Providing and laying filter material underneath stone pitching on embankment slopes as per Drawing and Technical Specification Clause 2504 and as per the direction of the Engineer.	Cum	3,683.00	1,034.550	3,810,247.65
			1	Rupees One Thousand Thirty Four And Fifty Five Paise only	
7.04 s	Turfing side slopes of main road and service road with grass sods complete as per Technical Specification Clause 307 and as per the direction of the Engineer.	Sqm	146,403.00	22.990	3,365,804.97
				Rupees Twenty Two And Ninety Nine Paise only	
Cos in et	Providing and laying in position pre-cast Cement Concrete saucer drain in blocks of ength 500mm of M-35 grade to the equired lines and grade over 100mm thick cement concrete base of M-15 grade including excavation, cost of all naterial, labour, transportation, taxes, royaltiss, rent, watering & curing, T & P tc. compite as per Drawing No-DSRP/CEG/DR and as per the direction of the Engineer.	Lm	10,500.00	4,702.500	49,376,250.00
				Rupees Four Thousand Seven Hundred Two And Fifty Paise only	

Chief Engineer,
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Item	Donasius:	1 ,, ,,			W-ICB-P04A2
No.	_1	Unit	Quantity	/ Rate	Amount
7.06	Providing and construction of Unlined surface drain as per Drawing and as per the direction of the Engineer.	r Cum	21,780.0	209.000	4,552,020.0
				Rupees Two Hundred Nine only	
	SUB TOTAL				
		-1			99,591,892.0
	BILL NO-8 : ROAD SAFETY AND	<u> </u>			
	AMENITIES				
	Providing and laying plain cement				
8.01	concrete kerb as per Drawing and Technical Specifications Clauses 408 Section 1500, 1700 and as per the direction of the Engineer.	Lm	1,420,00	517.280	734,537.60
				Rupees Five Hundred Seventeen And Twenty Eight Paise only	
3.02	Providing and laying service ducts with 160/136mm dia HDPE Double Walled Corrugated Pipe conforming to IS:14930 (Part-II) including cutting of trenches and as per the direction of Engineer.	Lm	3,550.00	940.500	3,338,775.00
	Providing and fiving BCC have be			Rupees Nine Hundred Forty And Fifty Paise only	
.03	Providing and fixing RCC boundary posts complete as per Drawing and Technical Specification Clause 806 and as per the lirection of the Engineer.	Nos.	263.00	689.700	181,391.10
				Rupees Six Hundred Eighty Nine And Seventy Paise only	
04 si	roviding and fixing precast RCC/PCC ectometer, Kilometer and 5th kilometer tones complete as per Technical pecification Clause 804 and as per the rection of the Engineer.		-		
a)	No of (200) Hectometre Stone	Nos.	96.00	C00 700	
	No of Kills		00.00	689.700 Rupees Six Hundred Eighty Nine And Seventy Paise only	66,211.20
	No of Kilometre stone	Nos.	19.00	1,832.300 Rupees One Thousand Eight Hundred Thirty Two And Thirty Paise only	34,813.70
(c)	No. of 5th Kilometre Stone	Nos.	5.00	2,988.700 Rupees Two Thousand Nine Hundred Eighty Eight And Seventy Paise only	14,943.50



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Item No.	Doorwintin	Unit	Quantity	Rate	_
8.05	Constructing footpath/ paved separator a toll plaza, passenger platform / paved part of medians and islands with 50mm thick. Chequered tile flooring using 25mm thick pre-cast machine pressed cement concrete chequered tiles over 25mm thick cement mortar bed in CM(1:1) over 100mm thick PCC in CC M-15 over sand filling including cost of all materials labour, transportation, taxes , royalties, watering , curing, sundries. T&P etc. complete as per Drawing and Technical Specifications and as per the direction of the Engineer. complete as per Drawing and Technical Specifications Clause 409 and 407 and as per the direction of the Engineer.	t t s Sqm	1,301.00		1,495,499.
	Providing passenger shelters for Bus Bays			Rupees One Thousand One Hundred Forty Nine And Fifty Paise only	
B.06	as per Drawing and Technical Specifications Section 1300,1500, 1600, 1700, 2100, 2200, 2300 and as per the direction of the Engineer.	Nos.	27.00	97,707.500	2,638,102.5
				Rupees Ninety Seven Thousand Seven Hundred Seven And Fifty Paise only	
.07 e a ie h-	Providing and laying of hot applied thermoplastic compound in Lane line / Edge marking/ Arrows/ Letters and other markings along the strips 2.5 mm thick including reflectorising glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35. The finished surface to be evel, uniform and free from streaks and oles, as perTechnical Specification ection 800 and as per direction of ingineer.	Sqm	12,525.00	522.500	6,544,312.50
				Rupees Five Hundred Twenty Two And Fifty Paise only	
as 80 08 fix of bo	upplying and fixing sign boards complete s per Technical Specifications Clause D1. Including the cost of Posts, Fitting & king. Sheeting will be retro reflective type high intensively grade and messages / parders and as per the direction of the ngineer.	-	-		

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Iten No.	l Donovintian	Unit	Quantity	Rate	Amount
(a)	Informatory Signs		_		- ······ ·
	(i) Facility Information (800 x 600)mm	Nos.	16.0	Rupees Five Thousand Seven Hundred Forty Seven And Fifty Paise only	91,960.0
	(ii) Direction Signs (1200 x 700 mm) (iii) Advance Direction (size 1800 x	Nos.	2.00	9,196.000 Rupees Nine Thousand One Hundred Ninety Six only	18,392.0
	1200mm) ,	Nos.	4.00		36,784.0
	(iv) Re-Assurance Sign (1800 X 1200 mm)	Nos.	2.00		18,392.0
	(v) Destination Sign (1500 X 900 mm) ,	Nos.	2.00	9,196.000 Rupees Nine Thousand One Hundred Ninety Six only	18,392.00
	(vi) Place Identification (1500 X 900 mm) ,	Nos.	28.00	8,046.500 Rupees Eight Thousand Forty Six And Fifty Paise only	225,302.00
	(vii) Toll Booth (1500 X 900 mm)	Nos.	4.00	8,046.500 Rupees Eight Thousand Forty Six And Fifty Paise only	32,186.00
	(viii) Bus Lane Sign (450mm x 600mm)	Nos.	27.00	9,196.000 Rupees Nine Thousand One Hundred Ninety Six only	248,292.00
	(ix) Other Informatory Signs (2100mm x 1500mm)	Nos.	2.00	11,000.000 Rupees Eleven Thousand only	22,000.00
S	CAUTIONARY SIGNS triangular 900mm side	Nos.	4.00	5,518.000 Rupees Five Thousand Five Hundred Eighteen only	22,072.00
	MANDATORY SIGNS		_		
	i) Circular 600mm dia	Nos.	4.00	4,400.000 Rupees Four Thousand Four Hundred only	17,600.00
	i) Octagaon 900 mm height ii) Triangular 900 mm side	Nos.	65.00	4,598.000 Rupees Four Thousand Five Hundred Ninety Eight only	298,870.00
	ny mangulai 200 mm side	Nos.	259.00	5,518.000 Rupees Five Thousand Five Hundred Eighteen only	1,429,162.00

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Item No.	Description	Unit	Quantity	Rate	Amount
8.09	Providing & fixing retro - reflectorised road delineators complete as per Drawing , Technical Specifications Clause 805 and as per the direction of the Engineer.		-		
	(i) Roadway delinator	Nos.	181.00	Rupees Two Hundred Thirty	41,630.0
	(ii) Hazard Marker	Nos.	48.00	Rupees Six Hundred Ninety	33,120.0
	(iii) Object Marker	Nos.	30.00	Rupees Six Hundred Ninety	20,700.0
.10	Providing and fixing RCC Guard post with reflective paint marking on the top 25mm width band complete including end anchorage as per Drawing and Technical Specifications Clause 806 and as per the direction of the Engineer.	Nos.	500.00	only 546.000	273,000.00
				Rupees Five Hundred Forty Six only	
pi st de ga po ro yie ga tol mi 11 fou sp etc sha she stai exe	Providing and fixing of metal beam crash parrier made out of cold rolled steel strip Worofile of 3 mm thick having a minimum yield trength of 2400 kg/sqcm, width of 313 mm and epth of corrugation as 83 mm hot dipalvanized of zinc coating @ 550 gm/sq.m. The cost and spacer channel is made out of cold billed channel 150x75x5 mm having minimum eld strength of 2400 kg/sqcm and hot dipalvanized of zinc coating @ 550 gm/sq.m. The tail length of post shall be 1900 mm and inimum height of post above concrete undation shall be 800 mm. The length of pacer channel shall be 330 mm. Job includes eatly fixing new post in cement concrete of More accomplete (cost included) as directed the Engineer including fasteners and fixing all be about 2 m. The guard rail reflectors of 0 mm dia circular made out of 2 mm thick Gilleet duly fixed with micro-prismatic type aeting with Type 9 ASTM D 4956-01 andards @ every 5 metersThe work is to be excuted as per drawing, Specifications and as accted by the Engineer.	Lm	14,940.00	2,613.000	39,038,220.00
				Rupees Two Thousand Six Hundred Thirteen only	

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iter	Dooninting	Unit	0		P-CW-ICB-P04A2
No	• 1		Quantity	Rate	Amount
8.12	Providing and fixing Pedestrian guard rails in modules including painting with approved paint complete as per drawing and Technical Specification Clause 803,1008,1300 & 1700.	Lm	1,547.0	3,450.000	5,337,150.0
·	Supply of colour video coverage in Digital			Rupees Three Thousand Four Hundred Fifty only	
8.13	format during construction as per Technical Specifications Clause 126 As per requirement and as per the direction of the Engineer.		15.00	3,450.000	51,750.0
	Providing and marking rumble strips for			Rupees Three Thousand Four Hundred Fifty only	
3.14	comprising of six rumbles in each set etc.complete at required places as per Drawing and as per the direction of the engineer.	Ĺm.	279.00		272,583.00
	Description			Rupees Nine Hundred Seventy Seven only	
.15	Providing road hump complete at required places as per Drawing and as per the direction of the Engineer.	Mtr	155.00	2,500.000	387,500.00
_	Providing toll plaza as per drawing and			Rupees Two Thousand Five Hundred only	
10	technical specification and ass per the direction of Engineer.	Nos.	1.00	1,574,815.000	1,574,815.00
				Rupees Fifteen Lakhs Seventy Four Thousand Eight Hundred Fifteen only	
7 m a la	Providing and fixing of bi-directional retro reflective raised pavement markers of approved colour.Quality & make confirming to ASTMD-4280 as per approved drawing and locations provided in the schedule made from injection houlded high impact polymer with approved quality adhesives including cost f all materials abour, transportation, taxes, duties, sundries T&P etc. Complete as per the technical pecifications and directions of Engineer.	No	6,476.00	230.000	1,489,480.00
				Rupees Two Hundred Thirty only	



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Item		T			
No.	Description	Unit	Quantity	Rate	Amount
8.18	Supplying, erecting and commissioning 100kVA diesel powered generator of approved make for Toll Plaza at required place as per the direction of Engineer including cost of all labour, transportation, taxes, duties etc. complete.		1.00	1,210,000.000	1,210,000.00
				Rupees Twelve Lakhs Ten Thousand only	
	SUB TOTAL	·			
	OUD TOTAL				67,257,938.60
	BILL NO.9 MAINTENANCE & REPAIR AN	D			
9.01	Restoration of Rain Cuts (Restoration of rain cuts with soil, moorum, gravel or a mixture of these, clearing the loose soil, benching for 300 mm width, laying fresh material in layers not exceeding 250 mm and compacting with plate compactor or power rammers to restore the original alignment, levels and slopes) as per direction of the Engineer.	cum	331.00	137.940	45,658.14
				Rupees One Hundred Thirty Seven And Ninety Four Paise only	
9.02	Maintenance of Earthen Shoulder (filling with fresh soil) (Making up loss of material/irregularities on shoulder to the design evel by adding fresh approved soil and compacting it with appropriate equipment.) as per the direction of the Engineer.	sqm	26,460.00	36.580	967,906.80
				Rupees Thirty Six And Fifty Eight Paise only	
9.03 a	Maintenance of Earth Shoulder Stripping excess soil from the shoulder surface to achieve the approved level and compacting with plate compactor etc. complete as per direction of the Engineer.	sqm	66,150.00	36.580	2,419,767.00
				Rupees Thirty Six And Fifty Eight Paise only	

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1	em Description				RP-CW-ICB-P04A2
No		Unit	Quant	ity Rate	Amount
9.04	Filling Pot-holes and Patch Repairs open - graded Premix surfacing, 20 (Removal of all failed material, trimmin completed excavation to provide vertical faces, cleaning of surfapainting of tack coat on the sides and both of excavation as per clause 503, but filling the pot holes with hot bitumina material as directed by the Engineer clause 511, compacting, trimming a finishing the surface to form a smooth continuous surface, all as per clause 3004.2)	mm. g of firm ace, ase ack sqm ous per	27,287.	522.500	
	Expoxy bonding of new concrete to c	old		Rupees Five Hundred Twenty Two And Fifty Paise only	
9.05	concrete for jacketing as techinic Sepcification clause 2805 and as per thirection of Engineer.	ا ا	306.0	229.900	70,349.40
· · · · · · · · · · · · · · · · · · ·				Rupees Two Hundred Twenty Nine And Ninety Paise only	
ĺ	Providing temporary diversion including temporary cross drainage works for construction of structures plying of traffic i both directions whereever necessary and maintenance including traffic control and safety as per drawing and Technical Specification complete till the operation of the original road/structure including dismantling and clearing debris and as per the direction of Engineer.	n Lm	660.00		1,034,550.00
- F	Providing temporary passage of traffic by			Paise only	
7 ir	widening existing pavement with Crushed Slag for plying of traffic in both directions wherever necessary and maintenance ncluding traffic control and safety as per drawing and Technical Specification and as per the direction of Engineer.		,	-	
	Vith New Material	Cum	1,822.00	1,567.500 Rupees One Thousand Five Hundred Sixty Seven And Fifty	2,855,985.00
di	With Salvaged Material obtained from ismantling roadway and /or diversion	Cum	1,822.00	Paise only 836.000 Rupees Eight Hundred Thirty	1,523,192.00
			į	Six only	i



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Iter No	7	Unit	Quantity	/ Rate	
					Amount
····	BILL NO.10 : ENVIRONMENTAL	1			
	MITIGATION MEASURES				
0.01	Earthwork in excavation of foundation for structures complete as per Drawing No OSRP/CEG/SH/ENV/1 - A, B, C, D, 03, 04 1 - A, B, 05, 05 - A, 07, 09, 10, 12 and Technical Specifications Clause 304 including all leads and lifts and as per the direction of the Engineer.	Cum	112.00	126.450	14,162.4
				Rupees One Hundred Twenty Six And Forty Five Paise only	
.02	Sand filling below foundation of wing wall and return wall, pipe bed in layers not exceeding 150mm thick including All leads and lifts complete as per Drawing No. OSRP/CEG/SH/ENV/1 - A, B, C, D, 03, 04 - A, B, 05, 05 - A, 07, 09, 10, 12 direction of the Engineer and Technical Specification Clause 304 and as per the direction of the Engineer.		22.00	517.280	11,380.1
	Providing & laying in position Cement			Rupees Five Hundred Seventeen And Twenty Eight Paise only	
le ai 03 N 03 Te	Concrete M-15 grade in foundation, evelling course etc. including centering and shuttering all complete as per Drawing No. OSRP/CEG/SH/ENV/1 - A, B, C, D, 13, 04 - A, 05 - A, 07, 09, 10, 12 and echnical Specification Sections 1500 and 700 and as per the direction of the ingineer.	Cum	75.00	3,657.500	274,312.50
			44 feet	Rupees Three Thousand Six Hundred Fifty Seven And Fifty Paise only	

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1	em Description	Unit	Ouantit		RP-CW-ICB-P04A2
10.0	Providing & laying in position Ceme Concrete PCC M-20 grade in foundation levelling course etc. including centering	nt n, ng ng Cum			Amount 0 54,340.0
	Providing weep holes in PCC toe wall with 100mm dia AC pipe at 1mtrs horizontal	<u>ן</u>		Rupees Four Thousand One Hundred Eighty only	
10.0	interval all complete as per Drawing no OSRP/CEG/SH/ENV/03 and Technica Specifications cl no. 2706 & 2200 and as per the direction of the Engineer.	Nos	70.00	155.180	10,862.60
				Rupees One Hundred Fifty Five And Eighteen Paise only	
0.06	Providing & laying in position Reinceford Cement Concrete RCC M-20 grade in foundation complete as per Drawing No. OSRP/CEG/SH/ENV/04-A,B,,C 05,5-A,,06,07,10, & Technical Specification sections 1700,2100 & 2200 and as per the direction of the engineer.	Cum	19.00	4,180.000	79,420.00
	Providing HVCD/TATE 4			Rupees Four Thousand One Hundred Eighty only	
.07	Providing HYSD(TMT) bar reinforcement with anti-corrosive treatment coating including cutting, bending, binding and placing the bars in position including cost of binding wire etc.complete as per Drawing No.OSRP/CEG/SH/ENV/04-A,B.C.D,05,06,07,10 and Technical Specifications Clause 1600 and as per the direction of the Engineer.	МТ	1.00	55,000.000	55,000.00
F	Providing and loving filter			Rupees Fifty Five Thousand only	
08 s n	Providing and laying filter material under neath the pitching in slopes at water bodies and ponds as per technical specification clause 2500, drawing no.OSRP/CEG/SH/ENV/3 and direction of Engineer-in-Charge.	Cum	42.00	459.800	19,311.60
				Rupees Four Hundred Fifty Nine And Eighty Paise only	

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Item No.	Docorintian	Unit	Quantity		RP-CW-ICB-P04A2
	Providing and laying stone pitching or slopes over filter material at water bodies and ponds as per technical specification clause 2500, drawing no.OSRP/CEG/SH/ENV/3 and direction of Engineer-in-Charge.	Cum	56.0		Amount 15,069.6
	Engineer-in-Charge.			Rupees Two Hundred Sixty Nine And Ten Paise only	
	Providing cement paint two coats to the walls as per drawing no. OSRP/CEG/SH/ENV/03, 04-A, B, 05, 05A, 10 as per direction of Engineer-in-Charge.	Sqm	150.00	80.470	12,070.50
				Rupees Eighty And Forty Seven Paise only	
10.11	Providing and fixing fixed flower vase of bottom(150x150), top (400x400) of depth 300mm and 40mm thick CC M-20 grade as per drawing no	Nos	42.00	0,4.700	2 1,100.00
	OSRP/CEG/SH/ENV/4A and as per direction of Engineer.	!		Rupees Five Hundred Seventy Four And Seventy Five Paise only	
0.12 c	Construction of approach road with GSB and moorum topping well mixed and compacted as hard sholder as per the enviornmental drawing ,technical specification cl.no.3002 and as per direction of Engineer.	Lm	200.00	1,264.450	252,890.00
				Rupees One Thousand Two Hundred Sixty Four And Forty Five Paise only	
pe	Maintenance of haulage road for 4 ccurances throughout the construction eriod as per technical specification	Cum	11,250.00	1,426.940	16,053,075.00
E	lause no. 3002 asnd direction of ngineer.			Rupees One Thousand Four Hundred Twenty Six And Ninety Four Paise only	
.14 aff fer to	tripping of top soil from borrow areas cated in agriculture fields, storing at a uitable place, spreading and re-laying fer taking the borrow earth to maintain rtility of the agricultural field, finishing it the required levels and satisfaction of e farmer.and as per the direction of the agrineer.	Cum	15,000.00	182.880	2,743,200.00
	Sarching L. Solawi			Rupees One Hundred Eighty Two And Eighty Eight Paíse only	

Chief Engineer, World Bank Projects (Odisha (Employer)

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Iter	Doonint -	11-2			RP-CW-ICB-P04A2
No		Unit	Quantit	y Rate	Amount
10.15	Providing and making masonry Oil & Grease trap chamber of required size including excavation of foundation in all kinds of soil, 100mm thick bed concrete in CC M15 over 100mm thick sand filling, 1st class KB brick masonry in (1:3) for walls up to required height, covered with 100mm thick RCC slab with man hole covers and reinforcement bars as per design, including 12mm thick cement plaster in CM(1:3) with a neat coat of cement punning to the inside wall surfaces including cost of all materials, labour, transportation, taxes, sundries, curing, T&P etc. all complete as per approved drawing No OSRP/CEG/ENV/06, technical specifications and as per the direction of the Engineer.	Nos	1.0	0 543,400.000	543,400.0
	Providing silt fence and sediment arrestor			Rupees Five Lakhs Forty Three Thousand Four Hundred only	
).16 	in the construction zones and stock piles of top soil by fixing wooden posts of 100mm dia firmly to the ground at required intervals and placing closely woven fabric of coconut fibre reinforced with HDPE materials etc. complete as per drawing No OSRP/CE/PW, technical specifications including cost of all materials, labour, transportation, taxes, sundries, curing, T&P etc. and as per the direction of the Engineer.	Lm	1,700.00	225.300 Rupees Two Hundred Twenty	383,010.00
	Grouting stone pitching on embankments			Five And Thirty Paise only	
o 2 gr aq O sp m su	reptile passes for making trap drain 3cm deep with Cement Concrete M15 rade using 20mm down stone ggregates as per drawing no-	Sqm	144.00	221.850	31,946.40
				Rupees Two Hundred Twenty One And Eighty Five Paise only	

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Chief Engineer,
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Item No.	Description	Unit	Quantity	Rate	Amount
0.18 v s n p tt w C s m s.	Providing erosion control blanket made from coconut fibre reinforced with closely woven HDPE nets on both sides with apparture size less than 5mm of weight not less than 600 gm/sqm, over embankment slopes including preparation of bed, dressing the slopes, removing boulders, pebbles, vegitations and fixed firmly to the slopes using "U" shape galvanized iron hooks of 4mm diametre having dimension 300x75mm and covered with 100mm thick top soil brought from the stock piles/ approved area, spreading manure and spreading of native seeds or planting of shrubs/ grass and maintaining he same for one month by sprinkling vater at regular interval as per drawing no DSRP/PMU/ENV/02 technical pecifications including cost of all naterials, labour, transportation, taxes, undries, watering, T&P etc. and as per ne direction of the Engineer.	Sqm	600.00	365.750	219,450.0
				Five And Seventy Five Paise only	
St	UB TOTAL				
					20,797,040.26

D101	dule of Daywork Rates: 1. Labour Labour (Un-skilled)				· · · · · · · · · · · · · · · · · ·
D 10 1	Labour (On-skilled)	Day	100.00	200.000	00.000.00
0 102	Mason (Special)			Rupees Two Hundred only	20,000.00
	(Opecial)	Day	10.00	260.000	2 600 00
				Rupees Two Hundred Sixty	2,600.00
103	Carpenter (Special)	<u> </u>		only	
	(opeolal)	Day	5.00	260.000	1,300.00
				Rupees Two Hundred Sixty	1,000.00
104	Mason (Second Class)		40.00	only	
	,	Day	10.00	_ 220.000	2,200.00
				Rupees Two Hundred Twenty	,
105	Carpenter (Second Class)	Day	5.00	only	
- 1	,	l Day	5.00	220.000	1,100.00
				Rupees Two Hundred Twenty	
106	Steelworker Erector	Day	15.00	only [
		,	10.00	260.000	3,900.00
107				Rupees Two Hundred Sixty	į
107	Oriver for vehicle up to 10 tons	Day	10.00	only 240.000	
				Rupees Two Hundred Forty	2,400.00
			1	only	<u> </u>

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iten No.	Photo and the	Unit	Quantity		W-ICB-P04A2
D10	8 Operator for excavator, dragline, shovel or		Quantity	Rate	Amount
Dio	crane crane	Day	10.00	1	2,600.0
D109 Operator for tractor with dozer blade or			Rupees Two Hundred Sixty only		
J , 00	ripper	Day	10.00	240.000	2,400.00
D110	Operator grader			Rupees Two Hundred Forty only	, ,,,
		Day	10.00	260.000 Rupees Two Hundred Sixty	2,600.00
)111	Operator in other construction equipment	Day	10.00	only 260.000	2,600.00
112	Chowkidars for watch & ward			Rupees Two Hundred Sixty only	2,000.00
	water & ward	Day	120.00	220.000 Rupees Two Hundred Twenty only	26,400.00
	Allow 15% percent of Subtotal for				70100.00
a	cooradance with paragraph 3 (b) above			18.00%	
	Total David			Rupees And Eighteen Paise only	12618
	Total Dayw	ork Rates:	1. Labour		82718.00

	edule of Daywork Rates: 2. Materials		1		
D20	Cement, ordinary Portland or equivalent in bags conforming to IS:269:1989 and IS 455:1989	Per Mt	5.00	5,500.000	27,500.00
D202	HYSD reinforcing bars upto 25 mm dia		0.00	Rupees Five Thousand Five Hundred only	
- L. O.Z.	conforming to IS:1786:1989	Per Mt	1.00	j .	49,500.00
D203	Bricks of class designation 75 as per	Per 1000		Rupees Forty Nine Thousand Five Hundred only	
	IS:1077:1992	Nos	5,000.00	6,317.710	31,588.55
D204	Anti Corrosive Bituminous paint	Per Lit	5.00	Rupees Six Thousand Three Hundred Seventeen And Seventy One Paise only	
			5.00	Rupees One Hundred Ninety Three And Ninety Three Paise	969.65
205	Enamel Paint of any shade & colour (IS:2932-1964 & IS 137-1975)	Per Lit	5.00	only 193.930	969.65
	Six Singh Standing			Rupees One Hundred Ninety Three And Ninety Three Paise only	

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Item No.	Description	11			-CW-ICB-P04A2
	Coarse Sand as per IS 1542	Unit	Quantity	Rate	Amount
	R.R. Stone for masonry	Per Cum	10.0	0 261.970 Rupees Two Hundred Sixty One And Ninety Seven Paise only	2,619.7
		Per Cum	10.00	946.340 Rupees Nine Hundred Forty Six And Thirty Four Paise only	9,463.4
D208	Crusher broken stone aggregates up to 25 mm nominal size	Per Cum	10.00	738.100 Rupees Seven Hundred Thirty	7,381.0
D209 2	Crusher broken stone aggregates Above 25 mm nominal size	Per Cum	10.00	Eight And Ten Paise only 738.100	7,381.00
0210 F	Portable water at site	KL.	1,250.00	Rupees Seven Hundred Thirty Eight And Ten Paise only	
)211 G	Gravel/ Moorum for Road work	Per Cum	10.00	Rupees One Hundred Twenty only	150,000.00
242 0				699.380 Rupees Six Hundred Ninety Nine And Thirty Eight Paise	6,993.80
212 511	tumen-VG-30	Per Mt	1.00	A7,111.350 Rupees Forty Seven Thousand One Hundred Eleven And	47,111.35
Allo				Thirty Five Paise only	341478
acc	entractor's overhead, profit, etc., in coradance with paragraph 3 (b) above			18.00% Rupees And Eighteen Paise only	61466
	Total Daywoi	rk Rates: 2.	Materials	Offity	402944.00

	including the cost of operator:	quipiment			
	Up to and including 1 m3	Hour	10.00	1,016.400 Rupees One Thousand Sixteen	10,107,00
D301 .2	Over 1 m 3 to 2 m 3	Hour	5.00	And Forty Paise only 1,016.400 Rupees One Thousand Sixteen	5,082.00
I	Singh Solarley	<u></u>		And Forty Paise only	

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Iter No	Description	Unit	t Quantit		W-ICB-P04A2
D30	Over 2 m 3	Hour	5.	00 1,016.400 Rupees One Thousand Sixteen	Amount 5,082.0
	2 Tractor, including bull or angle do including the cost of operator:	zer		And Forty Palse only	
.1	Up to and including 150 kW	Hour	10.0	Rupees Three Hundred Fifty	3,500.0
D302 .2	Over 150 kW to 200 kW	Hour	5.0		1,397.5
D302				Rupees Two Hundred Seventy Nine And Fifty One Paise only	
.3	Over 200 kW to 250 kW	Hour	5.00		1,397.55
	Tractor with ripper including the cost of operator:	f		Rupees Two Hundred Seventy Nine And Fifty One Paise only	
303 .1 303	Up to and including 200 kW	Hour	5.00	301.290 Rupees Three Hundred One And Twenty Nine Paise only	1,506.45
.2	Over 200 kW to 250 kW	Hour	5.00	301.290	1,506.45
	Motor			Rupees Three Hundred One And Twenty Nine Paise only	
	Motor grader including the cost of operator:	Hour	10.00	1,869.450	18,694.50
				Rupees One Thousand Eight Hundred Sixty Nine And Forty Five Paise only	
05 o	Crane- 5 tonne including the cost of perator:	Hour	10.00	278.300	2,783.00
	Diesel Road Roller, or Vibratory			Rupees Two Hundred Seventy Eight And Thirty Paise only	
06 Cop	Diesel Road Roller, or Vibratory ompactor upto 10 t including the cost of perator:	Hour	10.00	1,203.950	12,039.50
			F	Rupees One Thousand Two lundred Three And Ninety Five Paise only	



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Item No.	Description	Ui	nit	Quanti	ifv		'-CW-ICB-P04A2
D307	Trucks, or Truck tipper, or Truck mounted water tank or truck with cran	with		·	Ly	Rate	Amount
	removal of accidental vehicles inclute cost of operator.	iding Ho	ur	25.	00	704.220	17,605.
D308	Tractor with trolley, or tractor					Rupees Seven Hundred Four And Twenty Two Paise only	
	including the cost of operator: (a) upto 25 HP	VVILI				J. J	
	(4) upiu 25 HP	Ноц	ır	10.0	00	301.290 Rupees Three Hundred One	3,012.9
	b) For 25-40 HP	Hou	r	5.0	0	And Twenty Nine Paise only 301.290	
D309 E	Bitumen mixture (10-14 Cft.) C.C includ	ina				Rupees Three Hundred One And Twenty Nine Paise only	1,506.4
tl	ne cost of operator:	Houi		5.00	0	154.880 Rupees One Hundred Fifty	774.4
)310 M	/ater pumping sets mounted on troll					Four And Eighty Eight Paise only	
in	cluding the cost of operator.	es					
(a)		Hour		5.00	- 1	121.000 upees One Hundred Twenty	605.00
(b)	Sets 11 to 20 HP	Hour		5.00	+	One only 121.000 upees One Hundred Twenty	605.00
c)	Sets above 20 HP	Hour		5.00	-	One only 290 400	1.450.00
	nerator sets mounted on trolle	<i>,</i>		···	Ri	upees Two Hundred Ninety And Forty Paise only	1,452.00
inc.	luding the cost of operator: Sets upto 5 Kva						
		Hour		5.00	Ru	290.400 pees Two Hundred Ninety And Forty Paise only	1,452.00
b)	Sets 5-15 Kva	Hour		5.00	Du	181.500	907.50
Mob	ile Crane / Power winch including the of operator:	Hour	-			pees One Hundred Eighty one And Fifty Paise only	
	or operator.	1100		5.00	Rupi	3,047.990 ees Three Thousand Forty	15,239.95
Bull	Dozer 100/110 Hp including the cost	·····			sev.	en And Ninety Nine Paise only	
of op	erator:	Hour		5.00		121.000	605.00
Plate	compactors including the cost of			F	Rupe	ees One Hundred Twenty One only	
opera	itor:	Hour		5.00		249.260	1,246.30

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Chief Engineer,
World Bank Projects, Odisha
(Employer)
Chief Engineer
World Bank Project
O/o the E.I.C.(C), Odisha, BBSR

Iten No.	_	Unit		OSRP-CW-ICB-P04A2	
		Olin	Quantity	Late	Amount
D315	the cost of operator:			Rupees Two Hundred Forty Nine And Twenty Six Paise only	
		Hour	5.00		1,246.3
D316	6 Utility Vehicles including the cost of driver:	Hour	5.00	only 249.260	1,246.3
0317	Mini Hot Mix Plant (60-90TPH) including the cost of operator:			Rupees Two Hundred Forty Nine And Twenty Six Paise only	
		Hour	5.00	9,680.000 Rupees Nine Thousand Six	48,400.00
318	Allow 15% percent of Subtotal for Contractor's overhead, profit, etc., in accoradance with paragraph 3 (b) above			Hundred Eighty only	159057.60
				18.00%	28630
	Total Daywork	rates: 3.	Equipiment		187688.00

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