

**EPC**

**(ENGINEERING PROCUREMENT AND  
CONSTRUCTION)**

**AGREEMENT for**

**Construction of Eight Lane Expressway starting at  
Ch. 47+000 near Khanpur Ghati and ends at  
Haryana-Rajasthan Border (Km 47+000 to Km  
78+800) section of Delhi – Vadodara Green field  
Alignment (NH-148N) under Bharatmala Pariyojana  
in the State of Haryana on EPC Mode**

**CONTRACT AGREEMENT**

between

**National Highways Authority of India)**

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

And

**Centrodorstroy India Pvt. Ltd.,**

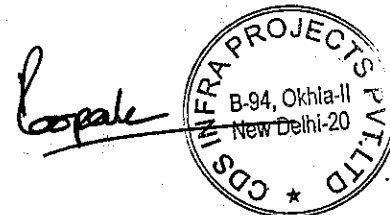
B-94, Okhla Phase-II, New Delhi-110020,

**VOLUME – II**

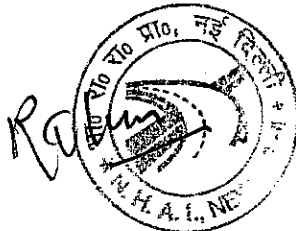
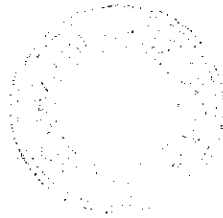
**(Technical Bid)**



*July, 2019*



VOLUME	DESCRIPTION	PAGE NO.
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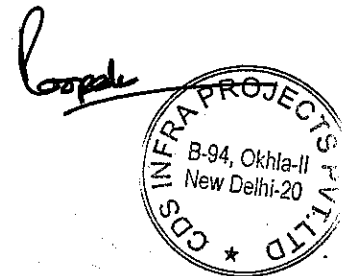
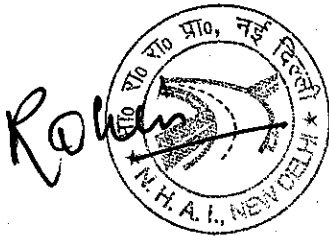


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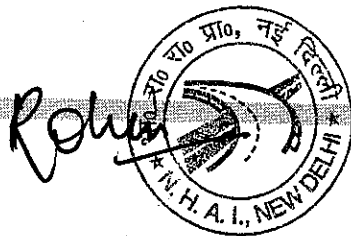
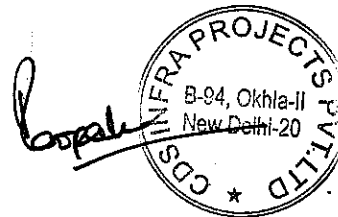
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# DEMAND DRAFT



24122018  
DDMMYY

2018028600002520/0286/3914  
NEW DELHI - GREATER KAILASH [0286]

NATIONAL HIGHWAYS AUTHORITY OF INDIA

Eighty Thousand only \*\*\*\*

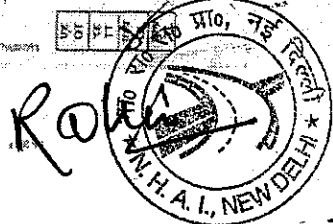
₹ 80,000.00

SERVICE BRANCH-NEWDELHI - 991371 ₹ FOR VALUE RECEIVED  
Not Over Rs.80,000/-OL  
Remitter:Centrodorstroy India Pvt Ltd

*[Handwritten Signature]*  
RUKHSANA LYALQIAT  
Asstt. Manager  
L-118

MT/10/2017

000017000010201716



02

The instrument is valid for three months from the date of issue

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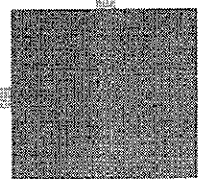
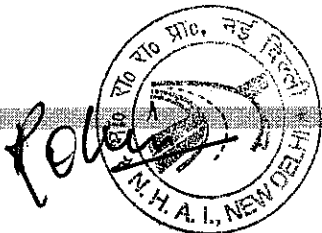
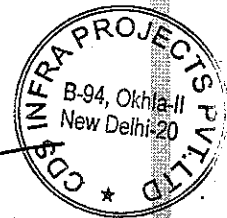
ON DEMAND PAY OR ORDER

Payable at all branches of Corporation Bank

**LETTER COMPRISING THE BID  
(APPENDIX-1A)**



*Coopale*



# CENTRODORSTROY (INDIA) PVT. LTD.

Project Division: 1st Floor, OPG World School Campus,  
Sector-19B, Dwarka, New Delhi-110075 (INDIA)  
Ph. : 011-4555 0222 (32 Lines) Fax : 011-4555 0200  
Email : mail@cdsipl.com Website : www.cdsipl.com



## APPENDIX IA

### LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.5, 2.11 and 3.1.6)

Date: 22.12.2018

To,  
General Manager (Tech), Bharatmala  
National Highways Authority of India,  
G-5 & 6, Sector-10, Dwarka,  
New Delhi-110075.

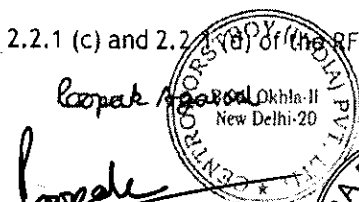
Subject: BID for Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghati and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodara Green field Alignment (NH-148N) under Bharatmala Parlyojana in the State of Haryana on EPC Mode Project

Dear Sir,

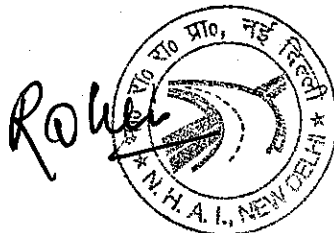
1. With reference to your RFP document dated 23.08.2018, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & EI works,, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.2 of the RFP document; and



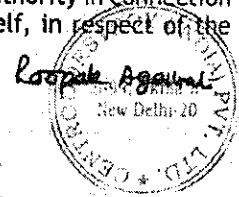
Registered Office: B-94, Okhla Phase II, New Delhi - 110020 (INDIA)



- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
  9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.
  10. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting a BID for the Project.
  11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/managers/ employees.
  14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01, a copy of which forms part of the RFP at Annexure VII of Appendix-IA thereof.
  15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
  17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.



*Loopak*






18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly setb forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
20. I/ We offer a BID Security of Rs. 7.99 Crore (Rupees Seven Crore and Ninety Nine Lakh only) to the Authority in accordance with the RFP Document.
21. The BID Security in the form of a Bank Guarantee is attached.
22. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.
23. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. ~~{We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the EPC Contractor under the Contract Agreement}.~~
27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
28. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

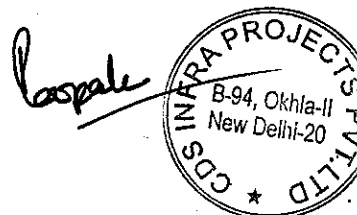
In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

  
 Roopak Agalwal  
 Assistant Vice President (Project)

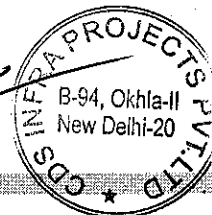
Date: 22.12.2018  
 Place: New Delhi

M/s Centrodorstroy India Pvt Ltd



**APPENDIX-IB (LETTER  
COMPRISING THE FINANCIAL  
BID)**

*Boopal*



# CENTRODORSTROY (INDIA) PVT. LTD.

Project Division: 1st Floor, OPG World School Campus,  
Sector-19B, Dwarka, New Delhi-110075 (INDIA)  
Ph. : 011-4555 0222 (32 Lines) Fax : 011-4555 0200  
Email : mail@cdsipl.com Website : www.cdsipl.com



## APPENDIX - IB

Letter comprising the Financial BID  
(Refer Clauses 2.1.4, 2.11 and 3.1.6)

Date: 26.12.2018

General Manager (T) -Bharatmala Division,  
National Highways Authority of India,  
G-5 & 6, Sector-10, Dwarka,  
New Delhi-110075

**Subject:** BID for Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghatl and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodara Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode Project

Dear Sir,

1. With reference to your RFP document dated 23.08.2018, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
4. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.
7. I/ We hereby submit our BID and offer a BID Price online for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

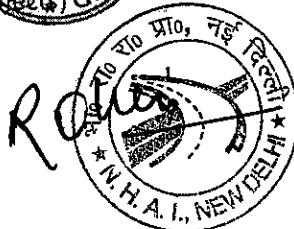
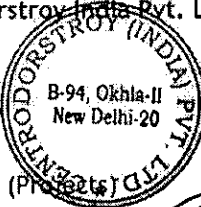
Yours faithfully,  
For & Behalf: Centrodorstroy India Pvt. Ltd.

*Roopak Agarwal*

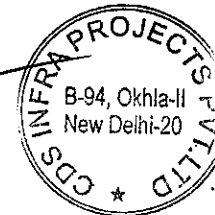
Roopak Agarwal  
Assistant Vice President (Projects)

Class III DSC ID: 53 6C 4A 9E

Date: 26.12.2018  
Place: New Delhi



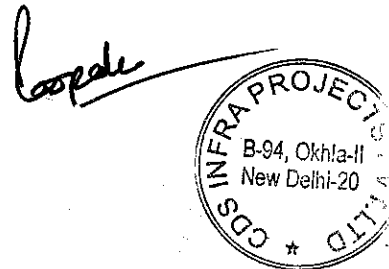
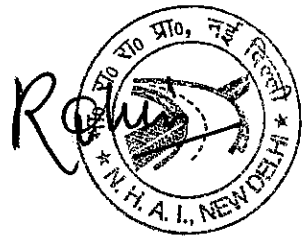
*Roopak*



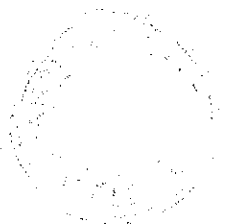
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Registered Office : B-94, Okhla Phase II, New Delhi - 110020 (INDIA)

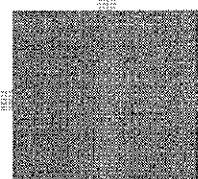
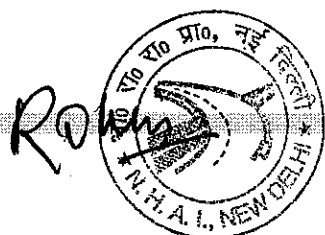
Tender No:NHAI/BM/ Delhi-Vadodara/2018/Pkg3	
Name of Work	Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghati and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi – Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Pariyojana in the State of Haryana
Name of the Firm	CENTRODORSTROY (INDIA) PVT LTD
Total Quoted Value In Figures (In Rs.)	In Words (In Rs.)
7808800000.00	Seven Hundred Eighty Crore and Eighty Eight Lakhs Only



# ANNEXURE-I (DETAILS OF BIDDERS)

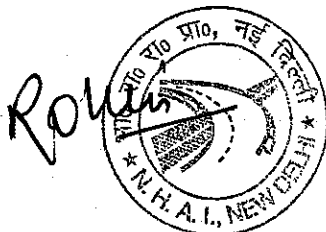


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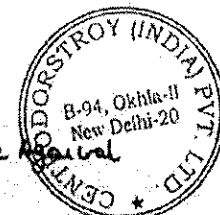


## ANNEX-I Details of Bidder

1.
  - (a) Name: : Centrodorstroy (India) Pvt. Ltd.
  - (b) Country of incorporation: : India
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India : B-94, Okhla Phase - II, New Delhi - 110020
  - (d) Date of incorporation and/ or commencement of business: : 28<sup>th</sup> May 2004
  
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project: : Road and Highway Construction Company Responsibility in this Project - Sole Member.
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name: : Roopak Agarwal
  - (b) Designation: : Assistant Vice President (Projects)
  - (c) Company: : Centrodorstroy (India) Pvt. Ltd.
  - (d) Address: : B-94, Okhla Phase - II, New Delhi - 110020
  - (e) Telephone Number: : +91-11-45550226, +91-9958196343
  - (f) E-Mail Address: : roopak@cdisipl.com
  - (g) Fax Number: : +91-11-45550200
  
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name: : Roopak Agarwal
  - (b) Designation: : Assistant Vice President (Projects)
  - (c) Address: : B-94, Okhla Phase - II, New Delhi- 110020
  - (d) Phone Number: : +91-11-45550226, +91-9958196343
  - (e) Fax Number: : +91-11-45550200
  - (f) Class III Digital Signature Certificate ID number : 53 6C 4A 9E



*Roopak*



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

Sl.	Name of Member	Role* {Refer Clause 2.1.15(d)}\$	Share of work in the Project{Refer Clauses 2.1.15(a), (f) & (h)}
1.	Centrodorstroy (India) Pvt. Ltd.	Single entity Bidder	100%
2.			
3.			
4.			

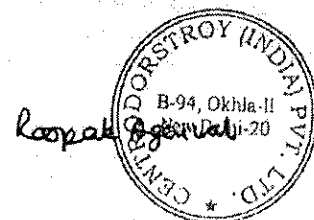
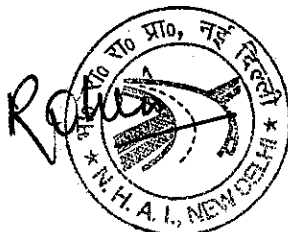
\* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

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

**Name of Applicant/ member of Joint Venture:**

Sl. No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the Ministry of Road Transport & Highways or its implementing agencies for the works of Expressways, National Highways, ISC and EI works, from participating in bidding.	✓	
2.	If the answer to 1 is yes, does the bar subsist as on BID due date.		✓

6. (a) I/ We certify that in the last two years, we/ any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & EI works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.  
 (b) I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.18 (Section-2) of Instructions to Bidders in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details at Annex-I (Sr. No. 6(b)).
7. (a) I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.  
 (b) I/ We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.




A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) w.r.t. para 2.1.18.

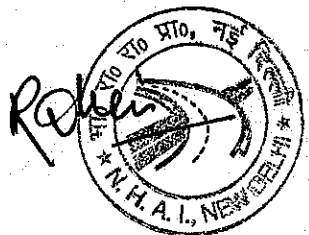
Name of the Bidder /Member of JV: **CENTRODORSTROY (INDIA) PVT. LTD.**

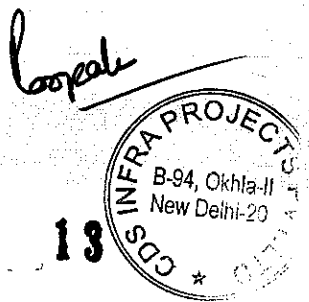
Sr. No.	Categories of Non-Performer	Project 1	Project 2
(i)	Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the 48 recommendations of the Independent Engineer due to Authority's default;	NA	NA
(ii)	Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;	NA	NA
(iii)	Physical progress on any project is not commensurate with the funds released (equity+ debt+grant) from the escrow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;	NA	NA
(iv)	Punch List Items in respect of any project are pending due to Bidder's default in two or more Projects even after lapse of the prescribed time for completion of such items;	NA	NA
(v)	Fails to fulfil its obligations to maintain a highway in a satisfactory condition inspite of two rectification notices issued in this behalf;	NA	NA
(vi)	Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.	NA	NA
(vii)	Fails to make premium payments excluding the current instalment in one or more projects.	NA	NA
(viii)	Damages/Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects.	NA	NA
(ix)	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).	NA	NA
(x)	Fails to submit the Performance Security within the permissible period in more than one project(s).	NA	NA
(xi)	Rated as an unsatisfactory performing entity/ nonperforming entity by an independent third party agency and so notified on the website of the Authority.	NA	NA

I/ We certify that the list is complete and covers all the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its Implementing agencies and that we/ any of the JV partners do not fall in any of the above categories of being a Non-Performing entity.

  
 Signature  
 Roopak Agarwal

Assistant Vice President (Projects)  
For and on behalf of **CENTRODORSTROY (INDIA) PVT. LTD.**







## - NOTE -

Details of Projects (of which CDS India was a Member) which may fall under Clauses 2.1.14 (Xii) and 2.1.14 (xiii) are as under -

1. Consortium of CDS India and SCC (JV) was debarred from participating in future Projects of PWD (B&R), Chandigarh or other State Government Agencies for a period of 6 (Six) months from 19<sup>th</sup> May' 2010 till 18<sup>th</sup> November' 2010 by a communication bearing no. 2299/2217 date 19<sup>th</sup> May'2010 (copy enclosed at Annexure A).
2. Concession Agreement signed with the SPV - M/s Zoom Tollways (Bhopal Bypass) Pvt Ltd., where Centrodorstroy (India) Pvt Ltd. was only 26% shareholding, was terminated on 31<sup>st</sup> May' 2010 by Madhya Pradesh Road Development Corporation Ltd., vide Order No. MPRDC/BOT/B/B/2010 dated 31<sup>st</sup> May'2010 (Copy enclosed at Annexure B).

## - Explanation -

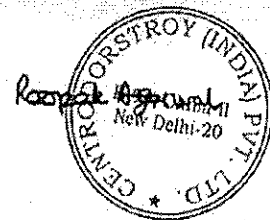
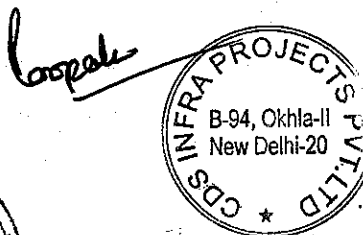
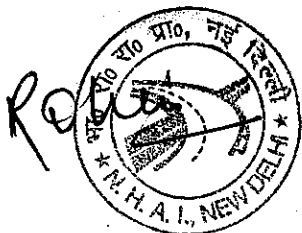
### 1. For S. No. 1:

- a. The debar was on the JV i.e. "CDS India SCC JV" and not CDS India individually.
- b. The debar does not subsists on the date of Application and therefore Clause 2.1.19 should not be applicable.
- c. The Contract Agreement was terminated on 7<sup>th</sup> July' 2009 and therefore the period of 2 Years has already elapsed.

### 2. For S. No. 2:

- a. The Project Zoom Tollways (Bhopal Bypass) Pvt Lt. as terminated and not of CDS India. Therefore neither the Project of Applicant nor of Consortium Member was terminated.
- b. CDS India held only 26% of the Shares in Zoom Tollways (Bhopal Bypass) Pvt Ltd., and therefore does not control Zoom Tollways (Bhopal Bypass) Pvt Ltd. Also Zoom Tollways (Bhopal Bypass) Pvt Ltd does not control CDS India. Copy of Joint Bidding Agreement between Zoom Developers Pvt Ltd and CDS India is enclosed at Annexure C which shown following shareholding in Zoom Tollways (Bhopal Bypass) Pvt Ltd:
 

i)	Zoom Developers Pvt Ltd	-	74%
ii)	CDS India		26%
- c. The termination notice was issued on 31<sup>st</sup> May'2010 and therefore the period of 2 years has already elapsed.



Annexure - A

CHIEF ENGINEER (IP), PB. PWD B&R BRANCH  
SCO 341-42, 2<sup>ND</sup> FLOOR, SECTOR: 34-A, CHANDIGARH

To

M/s CDS (India) & SCC (JV)  
D-9B, Industrial Area Phase - 7,  
Mohali

Memo No. IP/CH/

Dated: 10/05/2010

Subject: Construction of High Level Bridge over river Sutlej crossing  
Makhu to Sultanpur Lodhi road near village Gidderpindi at District  
Ferozepur.

The work cited as subject was awarded to you vide this office memo no IP/CH/983-986 dated 20.02.2009 for lumpsum bid price of Rs.48.93 crore. On account of various fundamental breaches of contract on your part as mentioned in Clause 59.2 (h) of the Conditions of the Contract, the Contract Agreement dated 27.02.2009 was terminated w.e.f. 07.07.2009 vide this office memo no IP/CH/4232 dated 09.07.2009 and further clarified and confirmed vide memo no IP/CH/4240 dated 13.07.2009. The Executive Committee of PIOB in its 89<sup>th</sup> meeting held on 03.08.2009, confirmed the termination of the Contract and decided that the concerned administrative department i.e. PWD (B&R) may consider initiating appropriate steps for black listing / debarring M/s CDS India & SCC (JV) and its constituents for participating in future projects of PWD (B&R) or other State Govt Agencies at their own level.

Accordingly, the State Govt. has decided to debar your Joint Venture Firm i.e. M/s CDS India & SCC (JV) as per the provisions under Clause 37.1 of Instructions to Bidder in the Contract Agreement for tendering in Punjab PWD (B&R) for the next six months from the date of issue of this letter.

This is for your information.

Chief Engineer (IP),  
Pb. PWD B&R Branch,  
Chandigarh

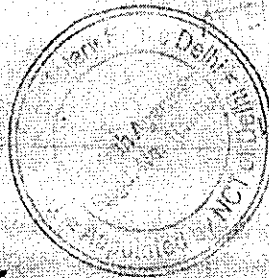
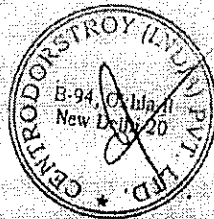
Endst. No. IP/CH/

Dated: 10/05/2010

- 1. Copy of the above is forwarded to the following for information: The Secretary to Govt. of Punjab, Department of Public Works (B&R) Chandigarh with reference to his office No. 74F dated 10.05.2010
- 2. MD, PIOB, Chandigarh
- 3. All Chief Engineers, Pb. PWD (B&R)
- 4. All Superintending Engineers, Pb. PWD (B&R)

(Ph) 0172-2665573, 2665395, 4619747

Chief Engineer (IP)  
(Fax) 0172-2665478




**MADHYA PRADESH ROAD DEVELOPMENT CORPORATION LIMITED**

(Govt. of M.P. Undertaking)

16-A, Arena Hills, Bhopal - 462 011

Tel : (0) 0755-2765196, 206, 213, 216 (EPBX) Fax : 91-755-2572643

Website : www.mprdc.nic.in

Annexure - B

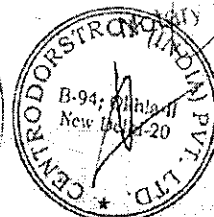
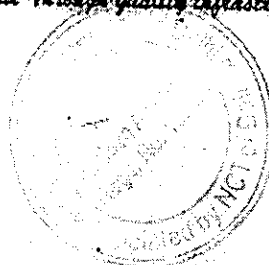
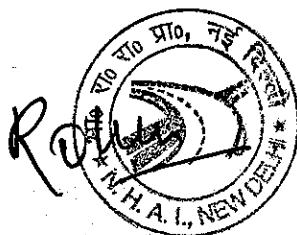
 No. MPRDC/BOT/B-B/2010/  
 Bhopal dated May, 2010

**ORDER**

1. The Concession Agreement for development of Bhopal Bypass Road Project was signed on 28.08.2008 with M/s Zoom Developers (Bhopal Bypass) Pvt. Ltd., New Delhi (Concessionaire). As per clause 24.1.1 of the Concession Agreement, Concessionaire was required to achieve the Financial Closure within 180 days from the date of signing of Concession Agreement. Concessionaire failed to achieve the Financial Closure within this prescribed period of 180 days. i.e. by 23.02.2009.
2. Concessionaire vide their letter No. ZTBPL/Del/Bhopal BPL/1821 dated 16.02.2009 requested for extension of further 120 days for which Concessionaire was liable to pay damages @ 0.1% of the Performance Security for each day of delay as per clause 24.1.2 of the Concession Agreement. Concessionaire was granted this extension and they paid damages of the same after the period of 120 days on 10.07.2009 vide demand draft No. 624354 dated 07.07.2009 for Rs. 50,00,000.00 and demand draft No. 624355 dated 07.07.2009 for Rs. 82,97,200 (Total Rs. 1,32,97,200.00). As per this extension, the Concessionaire was required to achieve the Financial Closure in the extended period of 120 days i.e. by 22.06.2009, which they again failed to do so.
3. Concessionaire vide their letter dated 10.06.2009 requested for further extension of 180 days and confirmed that they will start various activities relating to road construction on achievement of Financial Closure. A meeting was convened on 22.06.2009 under the chairmanship of Chief Secretary, Government of Madhya Pradesh which was attended by Shri Vijay Chaudhary, Chairman of M/s Zoom Tollways (Bhopal Bypass) Pvt. Ltd. & Shri Ramesh Bawa, Managing Director, M/s Zoom Tollways (Bhopal Bypass) Pvt. Ltd. In the meeting it was agreed upon that six months time will be granted



Connecting People Through quality infrastructure

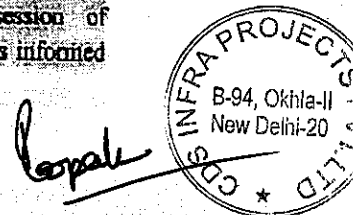
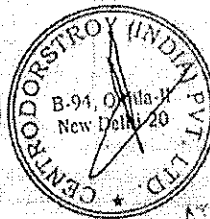
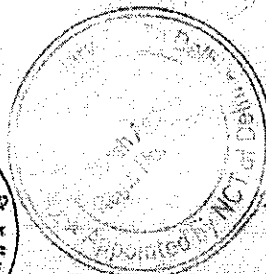
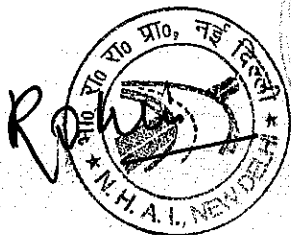


with a condition that a Supplementary Concession Agreement will be signed confirming that in case they fail to achieve the Financial Closure within this period of 180 days, the Performance Security of Rs. 11,08,10,000.00 will be invoked by MPRDC towards payment of damages and they will also be liable to pay damages @ 0.1% of the Performance Security per day for delay in achieving the same. Such Supplementary Concession Agreement was signed on 02.07.2009 and the said extension was granted. Notices were again sent to the Concessionaire for apprising the progress of achieving Financial Closure vide No. 4542 dated 08.09.2009, No. 5887 dated 28.10.2009, No. 6689 dated 19.11.2009 & No. 7145 dated 10.12.2009. All such notices remained unattended. The Concessionaire thereafter, vide their letter dated 22.12.2009 submitted an agreement dated 16.12.2009 executed with M/s Al Fatah Trading & Contracting Co. LLC, Muscat stating the Financial Closure is achieved on 16.12.2009 and along with the Agreement, a cash flow statement was submitted which suggested that Rs. 80.24 crores will be brought into the project by 31<sup>st</sup> March, 2010. Thereafter on 19<sup>th</sup> January, 2010, Concessionaire again submitted a copy of Financial Closure Agreement dated 16.12.2009, in which the cash flow was revised. According to this Agreement, money was to be remitted in the Escrow Account in the following manner up to May, 2010:-

1.	January-February, 2010	-	Rs. 5.00 crores
2.	March, 2010	-	Rs. 5.00 crores
3.	April, 2010	-	Rs. 5.00 crores
4.	May, 2010	-	Rs. 5.00 crores

Till date no money has come. It is apparent that Financial Closure Agreement has become defunct.

4. As per clause 10.3.1 of the Concession Agreement, Concessionaire is required to take possession of the land. Part possession of the land was given to the Concessionaire vide letter No. 6060 dated 21.11.2008, as their representative never turned up to take over the possession of land. Vide No. 8949 dated 01.02.2010, Concessionaire was informed



ATTACHED COPY  
Notary Public Delhi

that no authorized representative of their exists to take over the possession of land and they should immediately depute someone to take over the possession of land. No reply was received on the same, hence vide letter No. 10867 dated 23.03.2010, the land (99.44% of the total land) was deemed to be handed over to Concessionaire.

- 5. As per clause 31.1.1 of the Concession Agreement, Concessionaire was required to establish an Escrow Account on or before the Appointed Date. Notices were issued to the Concessionaire vide No. 8843 dated 29.01.2010, No. 9748 dated 22.02.2010 and No. 10891 dated 23.03.2010 to open and establish the Escrow Account and transfer the money to the Escrow Account. No Escrow Account is opened till date.
- 6. As per the terms of the Concession Agreement, Concessionaire was required to start the work after from the Appointed Date. Till date no work has started.
- 7. Concessionaire has abandoned the site as has not mobilized any man and/or machine at site. A notice was given to the Concessionaire vide No. 10891 dated 23.03.2010.
- 8. As per clause 12.3 of the Concession Agreement, Concessionaire is required to do the design & drawing work and submit it to MPRDC. Vide No. 8845 dated 19.01.2010, Concessionaire was asked to inform the progress of the project preparedness, design and drawing etc. No reply was received and no design or drawing is submitted till date which establishing that Concessionaire has failed to do any design or drawing work.
- 9. As per clause 12.2 of the Concession Agreement, Concessionaire is required to maintain the road during the construction period for smooth movement of traffic. The same has not been done. Due to non-maintenance, the condition of the road is very bad. No one responsible person from the Concessionaire is available at site to address the issue.

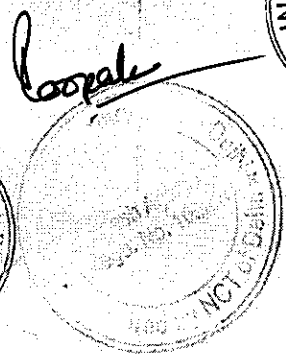
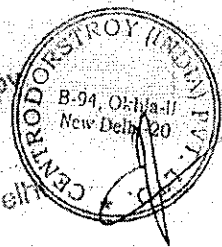
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Notary Public Delhi

- 10. It is clear that the Concessionaire is not in a position to execute the project as they have not honoured their obligations for execution of the project.
- 11. A 15 days notice in compliance of clause 37.1.2 of the Concession Agreement was given to Concessionaire vide notice No. 663 dated 08.04.2010 which was replied vide letter dated 21.04.2010 (mistyped as 21.03.2010) whereby it was informed that a Project Management Consultant has been appointed for activities like planning, scheduling and coordinating construction activities and an EPC contractor has been selected but agreement is still to be signed. As per this letter, site activities like site clearance and earthwork were to commence from 1<sup>st</sup> May, 2010. Nothing has happened at site till date.
- 12. From the above, it is concluded that the Concessionaire has no concrete financial arrangement, manpower or machine to execute the project and they have failed to honour the obligations as cited in the Concession Agreement. The Financial Closure has become defunct confirming the non-existence of lender.
- 13. It is clear that Concessionaire is in default of clause 37.1.1(g), (i) & (m) of the Concession Agreement. The Concession Agreement signed with M/s Zoom Developers (Bhopal Bypass) Pvt. Ltd. on 28.08.2008 is hereby terminated. All rights and privileges available to the Concessionaire shall cease to exist on issuance of this order. The Performance Security submitted by the Concessionaire, is hereby invoked.

This order is signed on 31<sup>st</sup> May, 2010 at Bhopal

Sd/-  
(Vivek Aggarwal)  
Managing Director



NO. 2144 dtd 3.15/2010

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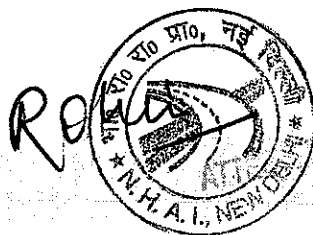
1. M/s Zoom Tollways (Bhopal Bypass) Pvt. Ltd., "C" Block, Devchand House, 6<sup>th</sup> Floor, Shivesagar Estate, Dr. Annie Besant Road, Worli, Mumbai
2. M/s Zoom Developers Pvt. Ltd., (Consortium member) S, Shanti Kunj, D-3, Church Road, Vasant Kunj, New Delhi.
- ✓ 3. M/s Centrodorstroy (India) Pvt. Ltd (Consortium member), B-94, Okhla Industrial Area, Phase-II, New Delhi - for information.



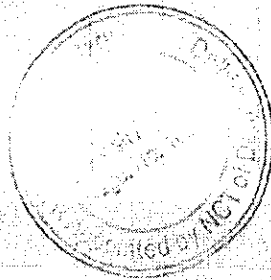
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 Managing Director



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*(Signature)*  
 Notary Public Delhi



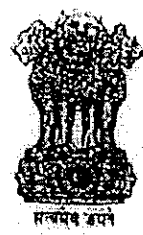
Annexure - C

# भारतीय गैर न्यायिक

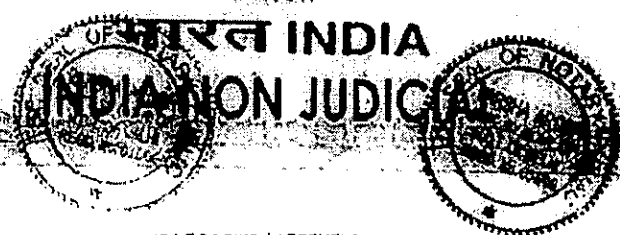
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Rs. 100

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ONE HUNDRED RUPEES



DELHI

D 993822

## JOINT BIDDING AGREEMENT

Joint Bidding Agreement entered into this 4<sup>th</sup> day of February 2008 at New Delhi

### BETWEEN

Developers Pvt. Ltd. (hereinafter referred as "Lead Member") and having office at 5 Shree Kury, D - J, Vasant New Delhi - 110070, India Party of the First Part

### AND

Centrodorstroy India Pvt. Ltd. a subsidiary of JSC Centrodorstroy, Moscow (hereinafter referred as "Consortium Member") and having office at B-94 Okhla Industrial Area, Phase II, New Delhi - 110020, India Party of the Second Part

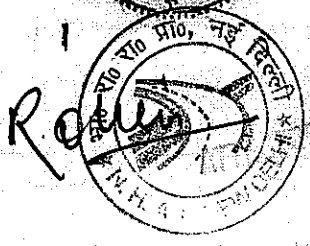
The parties are individually referred to as Party and collectively as Parties

Whereas Madhya Pradesh Road Development Corporation Ltd has issued RFQ of Bhopal Bypass Road on (I) basis on Design, Build, Finance & Operate (DBFO) model document for Construction of Four lane (Utupal) Bypass Road Project (hereinafter referred as "Project") for parties interested in participating in the bidding process either alone or by forming a consortium as per the criteria and conditions laid in the RFQ document

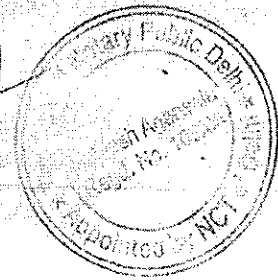
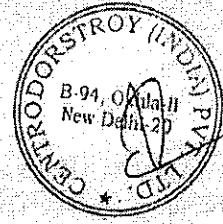
And whereas the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship

It IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS

- That the Parties will form a Special Purpose Vehicle (SPV) and provide the specified security, bond, and will enter into the Concession Agreement and subsequently carry out jointly all the responsibilities in



Notary Public Delhi





7.  
*as per  
 JPL*

Under the Concession Agreement entered into between the Concessionaire to undertake the Project is intended to be...

- The equity share holding of the Parties in consortium shall not be less than as Specified Criteria listed in RFO Document during the Lease Period
- That Zoom Developers Pvt. Ltd, the Lead Member of the consortium commits to hold 74% equity stake in the Consortium / SPV which are in line with the requirements of the RFO Document at all times
- Centrodorstroy India Pvt. Ltd, a subsidiary of JSC Centrodorstroy, Moscow, who is a member of the consortium commits to hold 26% equity stake in the Consortium / SPV which are in line with the requirements of the RFO Document and this stake cannot be diluted till the period of 1 year after the completion of the project

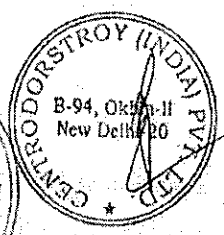
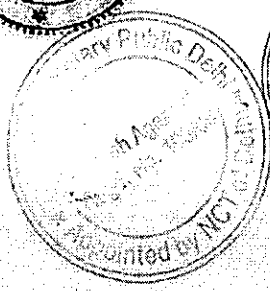
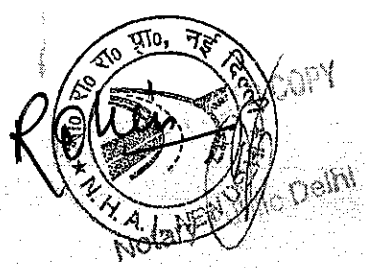
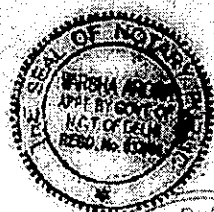
Name of Member	Type Of member	% of Shareholding
Zoom Developers Pvt Ltd	Lead Member	74%
Centrodorstroy India Pvt Ltd, a subsidiary of JSC Centrodorstroy Moscow	Consortium Member	26%

- That any division in the equity holding by the Parties in the SPV shall be as per the provisions laid by MPRDC that will be executed on award of the Project to us
- That the shareholding commitments shall be recorded in the Lease Agreement and no changes shall be allowed thereof except in accordance with the provisions as laid by MPRDC
- That the Parties shall carry out all responsibilities as Concessionaire in terms of the Lease agreement.
- That the roles and the responsibilities of each Party at each stage of the Bidding shall be follows

Name of Member	Type Of member	Role & Responsibility
Zoom Developers Pvt Ltd	Lead Member	Overall Project Management and Execution
Centrodorstroy India Pvt Ltd, a subsidiary of JSC Centrodorstroy, Moscow	Consortium Member	Technical assistance during development of project

*Signature*

*Signature*



- That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the lease Agreement to be executed on award of the Project.
- That the Parties affirm that they shall implement and execute the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for the Project.
- That this Agreement to Bid remains valid for a period of minimum 180 days from the date of submission of the RFO.

It is agreed that the Parties affirm that the information provided is accurate and true and have caused this Joint Agreement to be duly executed on the date and year above mentioned.

For (Name) Developers (P) Ltd.

For Centrodorstroy India Pvt. Ltd.

*[Signature]*  
 Joint (Lead) S.P. Kundm  
 Group Advisor (Construction)

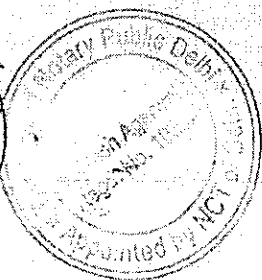
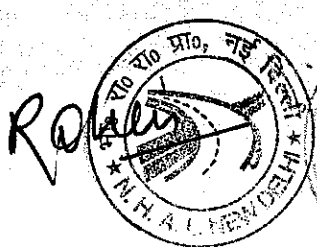
*[Signature]*  
 (Sandeep Chandra)  
 Managing Director



*[Signature]*  
 (RANJAN VERMA)  
*[Signature]*  
 (SHUK KUMAR GUPTA)



5 FEB 2008



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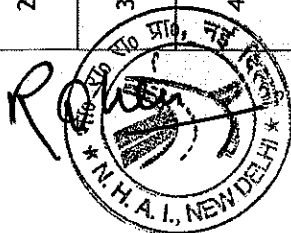
*[Signature]*  
 Delhi

A statement by the Applicant and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past Projects, Contractual disputes and litigation / arbitration in the recent past.

Name: CENTRODORSTROY (INDIA) PVT LTD.

S. No.	NAME OF PROJECT	EMPLOYER	NATURE OF CLAIM	STATUS OF CLAIM
1.	Rehabilitation of Dharamkot - Zira Road Pkg No. PSRP/WB/RH-5/NCB	Chief Engineer (NH), Punjab Road & Bridge Development Board	For Bituminous Concrete BOQ No. 4.05	Foreclosed as claimant (Contractor) has withdrawn the Case.
2.	Rehabilitation of Zira - Ferozpur Road Pkg No. PSRP/WB/RH-1/NCB	Chief Engineer (NH), Punjab Road & Bridge Development Board	For Bituminous Concrete BOQ No. 4.05	Foreclosed as claimant (Contractor) has withdrawn the Case.
3.	Rehabilitation of Dharamkot - Zira Road Pkg No. PSRP/WB/RH-5/NCB	Chief Engineer (NH), Punjab Road & Bridge Development Board	Cost Claim	Award Amount received with interest.
4.	Rehabilitation of Zira - Ferozpur Road Pkg No. PSRP/WB/RH-1/NCB	Chief Engineer (NH), Punjab Road & Bridge Development Board	Cost Claim	Award Amount received with interest.
5.	Rehabilitation of Philtaur - Nagar - Rahon Road Pkg No. PSRP/WB/RH-3/NCB	Chief Engineer (NH), Punjab Road & Bridge Development Board	Cost Claim	Awarded in favour of Claimant (Contractor) and award amount is Rs. 2,34,51,253/- excluding interest. However presently case is before Chandigarh Courts for execution of award.
6.	Improvement of Hodel - Nuh - Pataudi Road Project (MDR-132) Km 0.000 to 96.775 by Reconstruction Widening, Strengthening, raising, providing drains, widening of bridges and culverts and other miscellaneous work etc. Package No. HSRDC/NCR/5/2008	Managing Director, HSRDC, Haryana	Cost Claim	Case is before Arbitration Tribunal.
7.	1. CWP No. 2227 of 2014 titled as "M/s ZEL-CDS (JV) vs. Project Director / Chief Engineer, Project Management Unit, Asian Development Bank (Transport), Public Work Department, Dehradun, Uttarakhand. Superintending Engineer, ADB Circle, PWD, Pithoragarh, State of Uttarakhand through Secretary, Public Work Department, Dehradun". 2. Case No. 119 of 2014 titled as " M/s ZEL-CDS (JV) Vs. Project Director / Chief Engineer, Superintending Engineer, ADB Circle, State of Uttarakhand" filled before the District Judge, Dehradun who vide his order dated 15.11.2014 had disposed of the case with the direction that the effect and operation of the termination notice issued by Uttarakhand PWD is stayed.			

Pursuant to the aforesaid two cases pertaining to Improvement and Strengthening of Roads under Package No C1 in Udham Singh Nagar District and the Uttarakhand PWD were settled amicably.



WPMS No. 2227 of 2014

**Hon'ble Alok Singh, J.**

Mr. S.N. Babulkar, Senior Advocate  
assisted by Mr. Ravi Babulkar, Advocate for  
the petitioner.

Mr. A.K. Joshi, Addl. C.S.C. for the  
State.

Undisputedly, vide notice dated 3<sup>rd</sup>  
September, 2014, annexure No.5 to the writ  
petition, respondents have called upon the  
contractor / petitioner herein to rectify the  
shortcomings within 30 days from the date of  
issuance of the notice. Before the expiry of 30  
days period of notice dated 3<sup>rd</sup> September,  
2014, order impugned dated 17/09/2014,  
annexure No. 6 to the writ petition, was passed  
terminating the contract for the reason that  
contractor / petitioner failed to rectify the  
shortcomings as mentioned in the notice dated  
03/09/2014.

Petitioner has still time to rectify the  
shortcomings in compliance of the notice  
dated 03/09/2014. The order termination of the  
contract prior to 30 days of the notice, on the  
face of it, is without jurisdiction and arbitrary  
and does not sustain in the eyes of law.

Consequently, writ petition is allowed.  
Order impugned dated 17/09/2014, annexure  
No. 6 to the writ petition is hereby quashed.  
Respondent shall be at liberty to rectify the  
shortcomings within 30 days from the date of  
service of notice dated 3<sup>rd</sup> September, 2014.  
Filing which, respondents shall be at liberty to  
proceed in accordance with law.

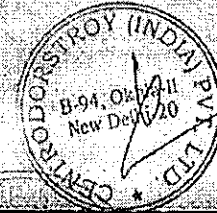
(Alok Singh, J.)

Dated 23/09/2014

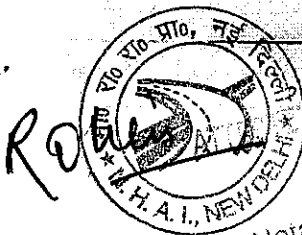
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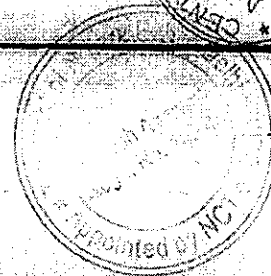
Records Officer  
Contract Section  
High Court of Madhya Pradesh  
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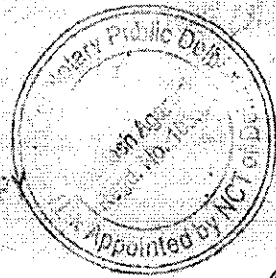
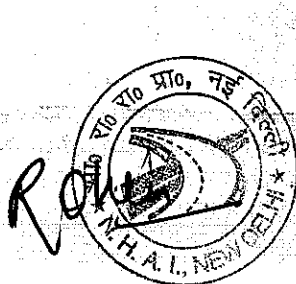
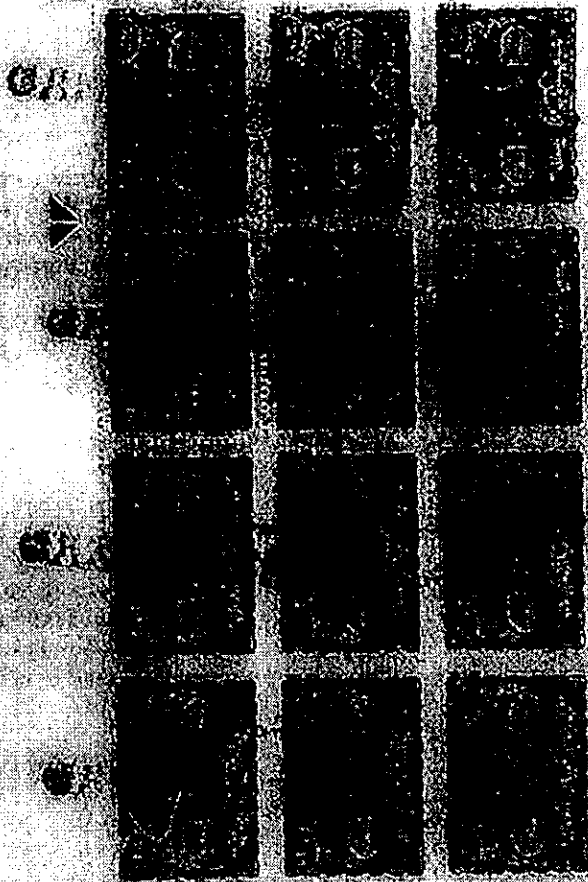


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IN THE HON'BLE HIGH COURT OF UTTARAKHAND AT NAINITAL

Writ Petition No. 2227 (M/S) of 2014  
(Under Article 226 of the Constitution of India)

District - Udham Singh Nagar

ZEL-CDS (JV), SCO-323-238, 1<sup>ST</sup> Floor Sector 34-A, Chandigarh-160022 through Mr. Ratandeep Singh, Project Manager.

.....Petitioner

Versus

Project Director/Chief Engineer, Project Management Unit, Asian Development Bank (Transport), Public Works Department, Dehradun, Uttarakhand.

Superintending Engineer, ADB Circle, P.W.D. Pithoragarh, State of Uttarakhand through Secretary, Public Works Department, Dehradun.

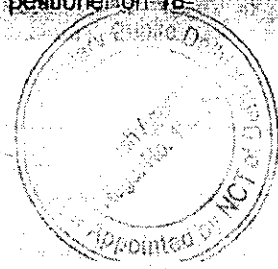
.....Respondents

The Hon'ble Chief Justice and his other companion judges of the Court


The humble writ petition of the above named petitioner most respectfully sheweth as under:

1. That this is the first writ petition being filed by the petitioner for the present cause of action and no other writ action was filed or pending for the present cause of action before this Hon'ble Court.
2. That there was a tender for the joint venture of Road and style of M/s ZEL-CDS (JV) between M/s ZEL-CDS (JV) and M/s Centroadstroy (India) Pvt. Ltd. for carrying out works made a bid for the project namely, Improvement/Construction of Roads under USRIP/Phase III (ICB) Package No. 0-1 in Udham Singh Nagar District, Uttarakhand. After the bidding process which was completed as per Rules & Regulations, the petitioner was granted the tender and subsequently the agreement was executed between the respondent no. 1 and the petitioner on 18-

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Name of Advocate:- Ravi Babulkar  
Copying fee Rs. 36/-

Date on which application is made for copy accompanied by the requisite stamp.	Date of the posting notice on notice board	Date of delivery of copy	Signature of Officer delivery copy
38 24/9/14	24/9/14		 25/9/14



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*Ravi Babulkar*  
N.H.A.L., New Delhi

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CENTRAL INFRA PROJECTS PVT. LTD.  
New Delhi-20

APPOINTED BY NCI


CDS INFRA PROJECTS PVT. LTD.  
B-94, Okhla-II  
New Delhi-20

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केवल प्रतिनिधि फीस हेतु रुपये 10/-

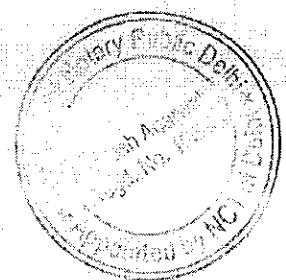
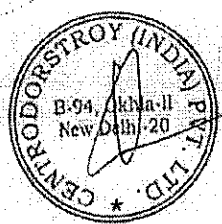
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17 NOV 2014	17 NOV 2014	17 NOV 2014	

आमानत सिनासत देवद  
Arb. Casano - 119/14

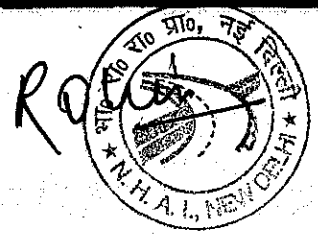
M/ ZBL-CDS (JV)  
72


Project Director

Encl. Copy of Judgment







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National Capital Territory of Delhi





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IN THE COURT OF DISTRICT JUDGE, DEHRADUN

PRESENT: SRI RAM SINGH, DISTRICT JUDGE

Arbitration Case No. 119 of 2014

M/s ZEL-CDS (JV).....Petitioner

Va.

1. Project Director/Chief Engineer.
2. Superintending Engineer, ADB Circle
3. State of Uttarakhand. .... Respondents

Shri T.S. Bhatia, Advocate for Petitioner

Shri S.C. Vinzani, Advocate for Respondent Nos. 1 & 2

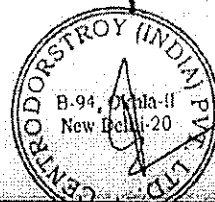
Shri D.P. Bijalwan, D.G.C. (Civil) for Respondent No. 3

**JUDGMENT**

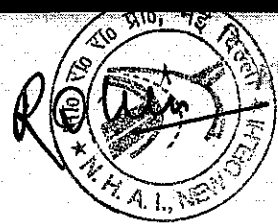
This petition u/s 9 of the Arbitration & Conciliation Act 1996 has been filed by the petitioner for seeking interim relief to the effect that respondents be restrained from acting upon the notice dated 18.10.2014 and operation and effect of the said notice be stayed till the matter is taken up in the arbitral Tribunal.

According to petition, the petitioner is a joint venture (JV) Enterprise formed between M/s Zanlens Engineers Ltd. and M/s Centrodorstroy (India) Pvt. Ltd. in the name and style of of M/s ZEL-CDS (JV) and Mr. Ramesh Singh Haudal is the Project Manager of the petitioner's joint venture and is duly executed power of attorney to deal with the legal matters arising in connection or incidental to the project.

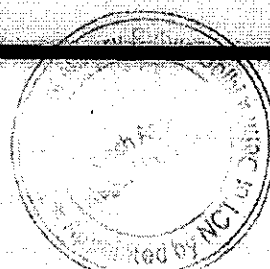
Petitioner JV made a bid for the project namely Improvement/Overhauling of Roads under URRIP/Phase III (ICB), Package No. C-1 in Udham Singh Nagar District, Uttarakhand and was successful. In pursuance of the acceptance of tender, an agreement was entered into between the petitioner and respondent No. 1 on 18.2.2014 in compliance of which the work was to be commenced w.e.f. 5.3.2014 and the completion period was 30



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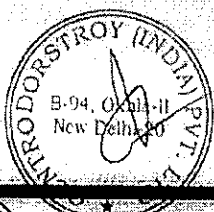


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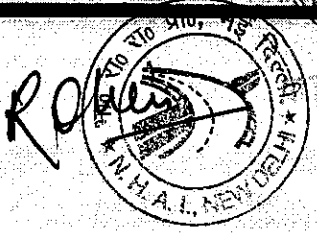
months from thereon. Petitioner commenced work in pursuance of the agreement. They gave a performance guarantee of 10% to the contract value along with 10% of total contract as bank guarantee against mobilization advance to start the work. Therefore, department is having a bank guarantee of Rs. 21,81,89,953/-.

Since from the commencement of the work respondent/department created impediment for the petitioner to carry out the work in one manner or the other. Vide letter dated 11.4.2014, the petitioner informed the respondent that as per the soil test report from G.B. Pant University, CBR value of Rajpur-Bordolandi Road and Rajpur-Janghala Road is nearly 2% and the area is located at a very lower level that results into continuous flooding in rainy season. Therefore, a rigid pavement on both sides of the roads was proposed but no action was taken by the respondent despite such report furnished to them. Similarly, vide letter dated 17.4.2014, petitioner communicated to the respondent the revised rate of rigid pavement, since the previous rates were considered on higher side but the same was not approved by the respondent for a long time. Vide letter dated 25.4.2014, petitioner applied the respondent/department regarding approval of Wet Mix Macadam (WMM) sub base instead of Wet Bound Macadam (WBM) for reasons detailed in letter therein and vide letter dated 28.7.2014, the petitioner applied the respondent regarding the delay caused in granting of approvals pertaining to rigid pavement and proposal of WMM instead of WBM. Considerable time was consumed by the respondent in finalizing these issues which caused delay.

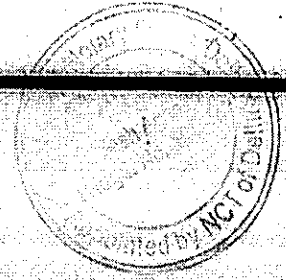
While the petitioner was working on the said contract, it received a Notice to correct by citing hyper technical reasons under clause 13.1 of contract for slow progress vide their letter dated 3.9.2014 asking to improve progress within 30 days i.e. upto 3.10.2014. Though the said notice was granted with ulterior motive, even in compliance of the same, petitioner immediately further enhanced the progress of G.S.R. work at Kachowala - Boudary Road. Work started from 3.9.2014 and after that petitioner had subsequent meeting with Executive Engineer and Resident Engineer on 9.9.2014 in which they were apprised of the planning to enhance progress within the notice period.



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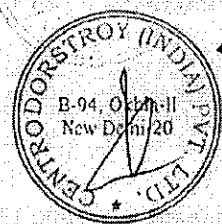
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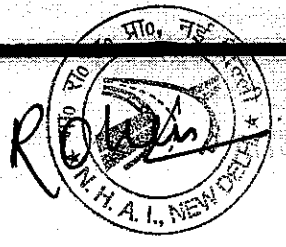
terminate the contract. The issues raised by the department are premature and very hyper-technical and the action of issuing the notice to terminate is highly disproportionate. The reasons given to terminate the contract are unreasonable, unfair, arbitrary and premature as respondent acted with with undue haste to terminate the contract even before the first milestone (First Phase) i.e. 5.3.2015. Respondent in a predetermined manner has now attempted to terminate the contract for the second time within a short period of 6 months despite the indulgence by the Hon'ble High Court of Uttarakhand. Very clearly the respondents are acting arbitrarily and with mala fide intentions and are bent upon terminating the contract of the petitioner, contrary to the agreement and in disregard to the order of Hon'ble High Court.

After previous notice of termination was quashed by the Hon'ble High Court vide order dated 23.9.2014, no fresh show cause notice was issued to the petitioner. Petitioner had given a detailed reply dated 23.9.2014 wherein each and every allegation made against the petitioner was suitably dealt with. While issuing the termination letter dated 18.10.2014, respondent has not applied his mind to the explanation given by the petitioner and have proceeded to issue the termination letter in a predetermined and arbitrary manner. Moreover, there was breach of reciprocal obligations on the part of the respondent and respondent had committed various delays and defaults as stated in the petitioner's reply dated 20.9.2014. Respondent has also committed default in making payment of interim bills. The said termination letter of the respondent is also in breach of the terms of the contract and has been issued in complete disregard to the principles of natural justice which in turn has caused serious prejudice to the petitioner. According to agreement, there is an arbitration clause in clause 20.6 of special conditions of the contract and as per the terms of same, one arbitrator has to be appointed by each of the parties and two arbitrators will appoint the third one. Petitioner has invited and already nominated Hon'ble Justice V.K. Rai (Retd.) former Chief Justice of Kerala High Court as arbitrator and this has been communicated to the respondent by the petitioner vide letter dated 25.10.2014 and the petitioner has filed this petition seeking for a restraining order against the operation of the impugned letter dated 18.10.2014

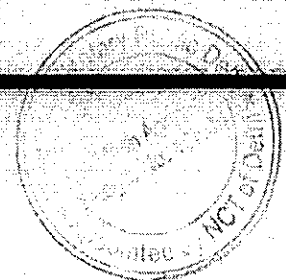


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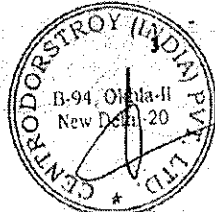
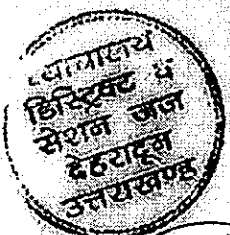


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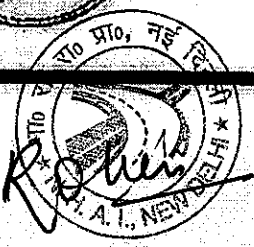
Simultaneous work at Bajar - Janghala Road was stated on 16.9.2014 to further accelerate the progress. Letter dated 10.9.2014 is evident about the meeting of 9.9.2014 and decision to enhance work at Keshowala-Belpday Road and also the fact that revised crust design and W&M was pending.

To the utter shock and surprise of the petitioner, without completion of the time period stipulated in the so called notice to correct, the petitioner was issued a letter of termination vide Project Director/Chief Engineer (ADB Transport) letter No. 1443/63(1) dated 17.9.2014 in utter violation of the conditions of contract which was replied by the petitioner vide letter dated 20.9.2014. Against the said arbitrary action of the respondents vide letter dated 17.9.2014, the petitioner approached the Hon'ble High Court of Uttarakhand by way of filing a Writ petition MS No. 2227/2014 and Hon'ble High Court vide its order dated 23.9.2014 quashed the aforesaid letter of termination and observed that the same was arbitrary, without jurisdiction and not sustainable in the eye of law. Therefore, said observation of Hon'ble High Court being to the effect that the respondent/department is acting against the contract with mala fide intentions and to furtherance of its mala fide intentions and vindictive attitude pursuant to the aforesaid order dated 23.9.2014 of the Hon'ble High Court, the respondent/department continued to adopt a series of measures to obstruct the petitioner from executing the work at the project site at a fast pace. The petitioner continued work with utmost sincerity despite the vindictive attitude of respondents/authorities and proceeded to take requisite steps for ensuring timely completion of the work for the first milestone. (First phase).

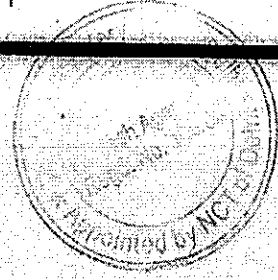
Despite order of Hon'ble High Court, respondent once again resorted to coercive tactics and arbitrarily issued another termination notice dated 18.10.2014 to the petitioner. Although the petitioner duly replied to the aforesaid notice dated 18.10.2014 detailing out the reasons for so called delay as alleged by the respondent/department. Petitioner vide its letter dated 25.10.2014 highlighted that the notice of termination dated 18.10.2014 is ill-considered and contrary to the factual situation. It was further submitted that the petitioner JV has strictly complied with the terms and conditions of the contract and the department is twisting the facts with a predetermined intention to



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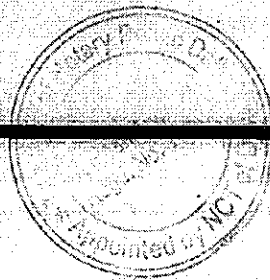
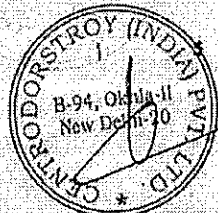
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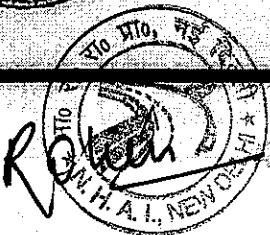
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as interim relief on the following grounds:-

That the impugned letter dated 18.10.2014 is arbitrary, mala fide and perverse on the sole ground that admittedly dispute arisen between the parties. Petitioner has already appointed its nominee arbitrator and requested to the department to appoint its nominee arbitrator hence there is manifest intention to arbitrate. The respondent's action issuing notice dated 18.10.2014 seems to be taken in undue haste and shows the highhandedness and ill-intention of respondent/department. The respondent being the State authorities are expected to act in a reasonable manner in order to meet legitimate expectations. However, in the present matter, the respondent has chosen to terminate the contract agreement of the petitioner for the second time despite the previous termination notice being quashed by the Hon'ble Uttarakhand High Court and the petitioner is making all sincere efforts for timely completion of the work as stipulated in the agreement. Moreover, the time period available to the petitioner for completing the overall work of the project or even the time period available to the petitioner JV for completing the work on first milestone of the project is not yet over which is to be completed by 3.3.2015. The petitioner is very serious and earnest about completing the same within the contractual time frame if the respondent/department stops creating hurdles in the way of the petitioner. Therefore, action of the respondent warrants interference from the Court in restraining them from acting upon the impugned notice/letter dated 18.10.2014. The respondents are further liable to be restrained on the ground that the contract agreement is being sought to be terminated by the respondents on wholly flimsy grounds even without completion of the first milestone. The petitioner is proceeding for timely completion of the first milestone and respondents cannot pre-empt that the same is delayed and on this count, the action of respondents warrants interference from the Court. The action of respondents in issuing the notice is also bad in view of the reply given by the petitioner to the said notice dated 18.10.2014. The so called delay as alleged by the respondents has been explained as delay in approval of revised designs and WMD caused by the respondents themselves, delay in issuance of Good for construction drawings, delay owing to monsoon season, approval of source of



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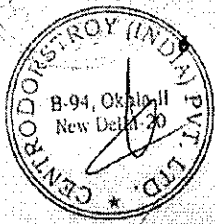


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aggregate and joint sampling were primarily the reasons for delay as highlighted in the impugned notice. The imperative decisions such as design of road as per actual site requirement are not yet done by the respondent after 7 months of commencement of work. Major reason for delay was faulty CBR reports initial designs provided by the respondent/department was based on faulty CBR and this was one of the major reasons for overall delay in construction activities and thus in the light of this admitted fact, the petitioner/contractor cannot be held liable and be pinned with such a harsh and arbitrary action i.e. termination of contract.

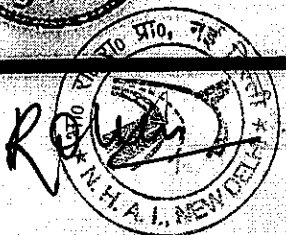
The impugned notice dated 18.10.2014 is further bad in the eye of law on the premises of reciprocal promise as contemplated u/s 54 of the Indian Contract Act. The delay in construction work cannot be attributed to the petitioner and there were numerous inactions/reasons for delay on the part of the respondent/department. Therefore, termination of contract unilaterally can not be said to be just and proper and deserves indulgence from the Court.

On account of impugned action by the respondents, petitioner is bound to suffer huge loss not only in terms of money but also from participating in future tenders/contracts as the petitioner is working exclusively in the Government sector. As a matter of practice, Government contracts come with a rider that contractors are prohibited from participating in the bidding process if any of their previous contract has been terminated in the past 3 to 5 years, prominently. The employees of the two companies forming the petitioner JV, will be rendered unemployed, thus this action of respondents is likely to cause irreparable loss to the petitioner. Hence, in these circumstances, the intervention of the Court is required. Previously the respondent/department terminated the contract vide termination notice dated 17.9.2014 and the same was done without completion of the period of notice to correct. This arbitrary notice was set aside by the Hon'ble High Court and the process time was consumed in the first round of litigation which cannot be attributed to the petitioner. The conduct of respondent/department has been such that it had caused hindrance for the petitioner for carry out the work of construction. The respondent/department by way of issuing the impugned notice is intending to terminate the contract and

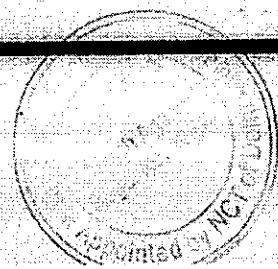


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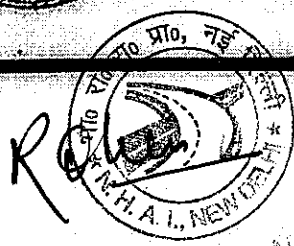
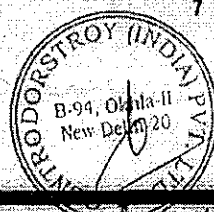
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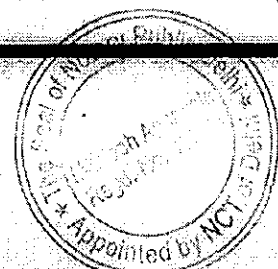
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the same is illegal per se. They are misusing their position. The petitioner has incurred heavy financial expenses towards execution of the project and the action of respondents will not only leave the petitioner high and dry but the respondents will block the future of company and its employees. This Court is empowered to restrain the respondents from acting upon the impugned notice. It does not restrain the Arbitral Tribunal from resolving the pending disputes between the parties and the petitioner has already completed its part, then the jurisdiction to grant interim measures u/s 9 of the Act lies with this Court for the protection of the contract agreement. In the event of effect of impugned notice is not stayed and the contract agreement is terminated, the petitioner shall be left remediless, hence a prima facie case is made out to stay the operation of the impugned notice dated 18.10.2014 u/s 9 of the Act. The same would also be in the public interest as the petitioner is hereby undertaking before the Court that it shall not stop the construction work of the public utility road project during the intervening period and shall continue to execute the work at a fast pace with the objective of completing the same within the time frame as envisaged in the contract. The restrain order passed by the Court shall not result in final adjudication of the disputes between the parties. The contract shall continue to remain alive in as much as the parties shall resolve the disputes through duly constituted Arbitral Tribunal. On the contrary, the termination of contract/agreement shall result in causing irreparable damage to the petitioner and the purpose of protection envisioned u/s 9 of the Act shall be defeated. This Court u/s 9 of the Act is specially empowered to see that the contract remains alive and preserved till the adjudication of disputes between the parties. Balance of convenience lies in favour of the petitioner. The act of the respondents in terminating the contract is pre-determined, arbitrary and is capricious exercise of power. Its previous notice was terminated by the Hon'ble High Court. While issuing the second termination letter dated 18.10.2014, the respondents have not dealt with the explanation of the petitioner. Termination letter is also in breach of the terms of contract and has been issued in disregard to the principles of natural justice and the direction of the Hon'ble High Court.

In all these circumstances, prayer has been made for interim measure that



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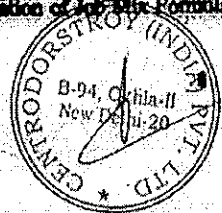
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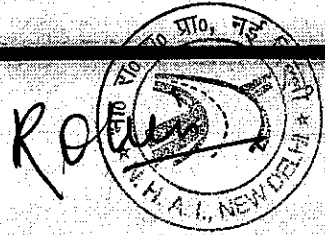
the respondents be restrained from acting upon the impugned notice dated 18.10.2014 and operation and effect of the said notice be kindly stayed and respondents be restrained from taking any coercive steps to the detriment of the petitioner in pursuance of the impugned notice dated 18.10.2014.

Respondents through their written statement has replied the petition and admitted that petitioner is a joint venture who had submitted a bid for the contract and contract agreement was executed between the parties on 18.2.2014. It was also not denied that the date of commencement was fixed as 5.3.2014 with the completion time of 30 months from the date of commencement of the work but it was not admitted that looking to the time frame, the petitioner commenced the work in pursuance of the contract agreement in right earnestness. It has also been submitted that independent bank guarantee was furnished by the petitioner as per the general conditions of the contract and the submission of performance security was inadequate whereas, the petitioner had submitted an undertaking on 7.2.2014 that the petitioner/contractor shall submit the required performance security within six months failing which the contract can be terminated. As far as the equity for mobilisation advanced was concerned, the advance was released by the respondents on the guarantee furnished by the petitioner. The allegation of the petitioner was denied that the respondents have ever created any impediment for carrying out the work in time. The fact of writing a letter dated 11.4.2014 by the petitioner to the consultant of the respondent was denied and it has been submitted that vide letter dated 11.4.2014, contractor gave the rates which were more than BOR (Schedule of rates), then the contractor had given another rates vide letter dated 17.4.2014 and he himself reduced the rates which were also not as per BOR. Consultant of the respondents, responded to the letter of petitioner vide his letter dated 18.4.2014 making further queries to the proposal of the petitioner. The petitioner responded to the said letter dated 18.4.2014 and further submitted composition for right payment in compliance of his proposal. A meeting was held in the office of the Construction Supervision Consultant on 1.5.2014 at Bafra where contractor was requested to initiate action for preparation of Bill of Materials Formula of BLC and PQC. Reminder of the

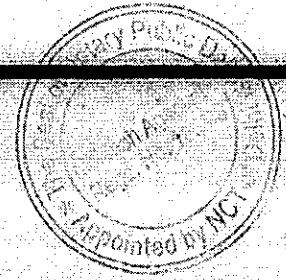


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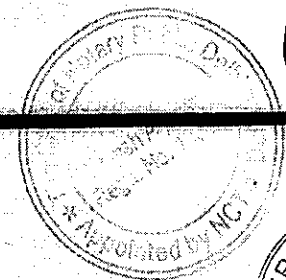
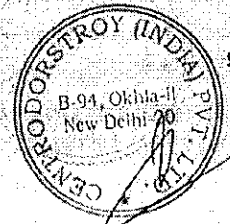


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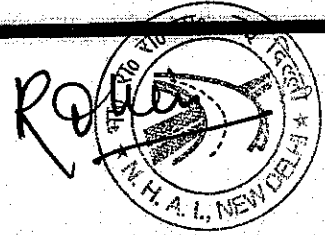
same was also sent on 21.5.2014 but no action was initiated by the contractor. The consultant of the respondent again sent letter dated 10.5.2014 requesting the contractor to depute a representative to take samples admixture, dowel bars and water for third party testing, so that the process of job-mix formula for PQC (pavement quality concrete) be finalized. A joint meeting was held on 14.5.2014 and letter dated 17.5.2014 recording the minutes of the meeting was prepared. Contractor had not responded thereafter. Hence the consultant of the respondent again wrote to the contractor on 2.6.2014 requesting him to give the consent on schedule of rates but the contractor did not turn up. In a meeting dated 3.6.2014 held at Dehradun, the petitioner had withdrawn the proposal for rigid pavement by stating that since the CBR on the concerned roads was not suitable for construction of a rigid pavement. It has also been submitted that the petitioner had interlinked the issue of WBM with the present issue of rigid pavement. Letter dated 28.7.2014 as stated by the petitioner relating to rigid pavement is recalled for as the issue of rigid pavement was dropped by the petitioner in the meeting dated 3.6.2014 and it is wrong to say that respondent took unreasonable time for finalisation of any issue. It is further wrong to say that the delay was caused in wet mix macadam and water bound macadam. The issue was proposed on 1.5.2014. The proposal for replacing WBM with WMM was submitted by the contractor through their letter dated 25.4.2014 stating that if the proposal is adopted then it will -

- (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.

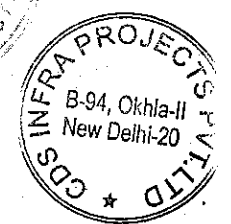
\* Since the execution of WMM is faster in comparison to WBM hence in principle acceptance was granted to contractor vide letter dated 1.5.2014. Since the difference in rate quoted by the contractor to execute the work of WMM were too high in comparison to WBM and were having large financial impact



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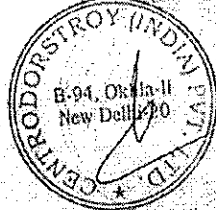
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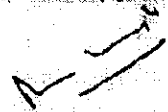
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on the employer, respondents did not go to adopt for WMM. Later on 14.5.2014 a meeting was held in the office of Resident Engineer under the Chairmanship of S.E., P.W.D. (ADB) wherein contractor was informed that contractor had to take up the work of WBM only but the contractor still pursued the matter for the reasons best known to him and on 3.6.2014 in the meeting held in the office of Project Director, expressed his interest to execute WMM in place of WBM @ Rs. 1614/- per q.m, and the Project Director directed the contractor to submit a proposal along with all back up calculation. Accordingly, contractor submitted proposal vide letter dated 4.6.2014 and submitted a proposal without any back calculation as requested. Construction Supervision Consultant replied this letter but contractor did not respond. On 3.9.2014 through their letter, contractor had submitted the revised rates of 1548/- per q.m., at which contractor wished to execute WMM. It has been submitted that Construction Supervision Consultant had replied on 3.9.2014 to the letter dated 23.6.2014, clearly stating that contractor's proposal did not qualify under clause No. 13.2 Value Engineering and contractor was also informed that the proposal of replacing of WBM by WMM could only be considered if the change did not result in any additional per cubic cost to the employer. Since the contractor had not reverted back, his silence on the subject was treated to be withdrawn and he had gone with WBM as mentioned in GRC.

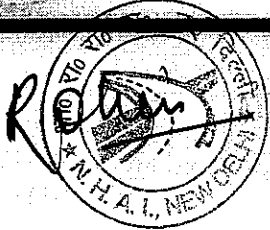
Respondent has also submitted that the petitioner did not have workmanship quality, did not mobilize man and machinery for effective work and he was short of resources. Work was at a stand still since 16.7.2014 for 50 days. The shortage of resources was exhibited. The deployment of man power and machinery was in a sorry state and respondent could not comprehend the intention of the petitioner of sudden withdrawal of his resources from the site. It had adversely affected the progress of the project as could be seen that at the end of August 2014, the achieved progress was 1.60 Crores (1.47%) against the planned progress of 7.05 Crores (6.48%). Hence against the work programme submitted by the petitioner, the work was very low. As per the contract, the mobilization advance was paid to the contractor for mobilization and cash flow support but the progress of work had been extremely poor since



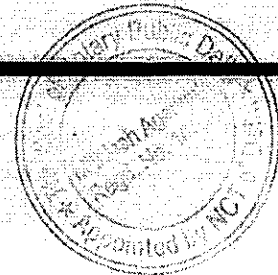
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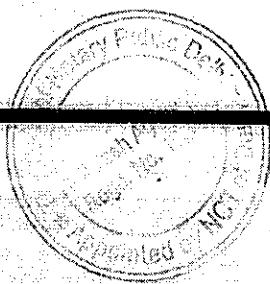
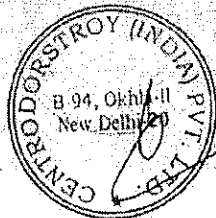
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the beginning. In spite of several communications, the required men, material and machinery, resources, no action was taken to rectify the situation.

The contractor had not been serious about fulfilling the obligations under the contract, hence a notice to correct was therefore, issued under sub-clause 15.1 of the general conditions of contract requiring the contractor to rectify the situation i.e. submit under sub-clause 8.3, the revised work programme and accordingly mobilize, deploy and execute the works to achieve the progress envisaged in the revised work programme within 30 days and for that several letters were issued. Respondent has submitted that notice to correct was not given with ulterior motive and it is wrong to say that in compliance of such notice to correct the petitioner enhanced the progress of GSB work and it is wrong to say that bituminous work at Hajipur - Jangana Road was started on 16.9.2014 and it is also wrong to say that the respondent had given any approval for revised crust design and WMM. According to respondent, Hon'ble High Court of Uttaranchal had allowed the Writ petition vide order dated 23.9.2014 only on technical ground because the notice dated 17.9.2014 was bogus time and termination was mala fide. It is wrong to say that by way of vindictive nature, respondent is adopting any serious measure to obstruct the petitioner from executing the work and it has been denied that the petitioner ever continued to work or proceeded to take requisite steps. It is not denied that petitioner had replied to notice dated 18.10.2014. After reply of the petitioner, a committee was formed by the State of Uttaranchal consisting of Engineer B.C. Biswal, Chief Engineer P.W.D. Haridwar, Engineer D.P. Singh, Executive Engineer, Engineer R.K. Khari Consultant Engineer and the District Engineer, Resident Engineer who after detailed inspection evaluation of the work of petitioner and submitted their report dated 9.10.2014 to the State government and found that the contractor was not able to complete the scheduled progress within the schedule time. It is wrong to say that the notice of termination was ill-motivated and against the factual situation. The contents of the petition about the mala fide intention of notice or its unconscionable, unfair, arbitrary has been denied. According to respondent, petitioner is misinterpreting the order of Hon'ble High Court of Uttaranchal and it is wrong to say that while issuing



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letter dated 18.10.2014, respondent has not applied its mind. The project position was considered and the explanation of the petitioner was also found not correct. The delay was not caused on the part of the respondent. It is wrong to say that the termination letter is in breach of terms of contract or has been issued in complete disregard to the principle of natural justice. The matter is contractual and it is not just and fair to interfere in the contractual matters by this Court. The action of the petitioner does not require any sympathy. The petitioner is having no prima facie case. Balance of convenience is also not in favour of the petitioner. The respondent has also nominated his arbitrator and the proceedings shall be completed within the scheduled time. The petitioner is not entitled to any ad-interim relief. The respondent has issued notice to correct to the petitioner under clause 15.1 of the general conditions and further on non-compliance has issued termination of the contract vide letter dated 18.10.2014 which has been served upon the petitioner on this date itself. The contractual time given by the respondent has expired and respondent has issued letter dated 7.11.2014 informing the petitioner that contract stands terminated and he stands expelled from the site w.e.f. 7.11.2014 and contractor has also been advised to take post termination action as per clause 15.2 of the contract. Petitioner is not entitled to relief from this Court and no injunction can be granted under the facts and circumstances of the present case. Hence the petition is liable to be dismissed.

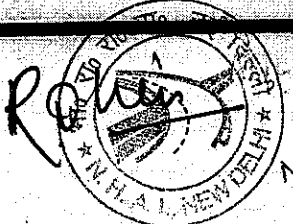
Petitioner has submitted his replication to the written statement and has denied from the contention of the respondent and further submitted that notice to correct was issued by respondent on 3.9.2014 and vide this notice petitioner was called upon to submit a revised work programme which was submitted through E-mail on 16.9.2014. Respondent was also informed of this fact in letter dated 20.9.2014. Subsequently a hard copy of the Revised work programme was submitted to the department vide letter dated 30.9.2014 but the respondent has issued the impugned notice dated 18.10.2014 in spite of corrective measures having been taken by the petitioner establishing that impugned order is illegal, predetermined, mala fide and in capricious exercise of power as stated in the petition and that the notice of termination is absolutely

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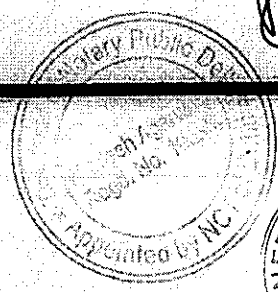


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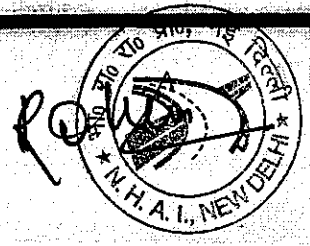
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illegal and is beyond the purview of the notice to correct. Respondents are misleading the Court on the issue of regarding the requirement of furnishing bank guarantee. Bank guarantee was duly submitted and was accepted by the respondent. The petitioner is willing to change the bank guarantee and submit the bank guarantee in the name of joint vendors and respondent has been requested by the Bank to give necessary instructions but the respondent had not given the instructions to the banker. In case respondents issue necessary instructions to the bank, the bank would submit the revised guarantee within 30 days. The respondent is acting in arbitrary manner for initiating action to terminate the contract of the petitioner on account of purported delay in executing the work even though the time available for completing the first milestone of the construction work is February 28, 2015 as per the terms of the contract itself and the same is also not disputed by the respondent. It is further submitted that the petitioner has already confirmed to the respondent and also hereby undertakes before the Court that it shall fully achieve with the target of under first milestone of the construction work at the project site on or before 28.2.2015 if respondents do not act and unlawfully terminate the contract or dislodge the petitioner from the project site. It is pertinent to mention that there were heavy rain fall in rainy season from 16.7.2014 onwards hampering the progress of the work and it is common knowledge that the construction of road is stopped during the rainy season. The respondents have overlooked their own deficiency and defaults, and revised programme was submitted as per the demand of respondents and it is wrong to contend that achieved progress had been extremely poor on account of failure of the petitioner to mobilize resources. Contractor had worked in right earnest. It is absolutely incorrect to allege that in proceedings s/19 of the Act, Court cannot grant any interim relief in contractual matters. Although it is true that the contractual matters are to be adjudicated by the Arbitral Tribunal but interim protection can only be granted by this Court especially since the composition of Arbitral Tribunal is not complete as yet. The notice to correct has already been complied with. The alleged notice of termination of contract dated 18.10.2014 was received on 27.10.2014 in original. The communication was complete only on 27.10.2014

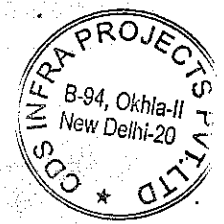
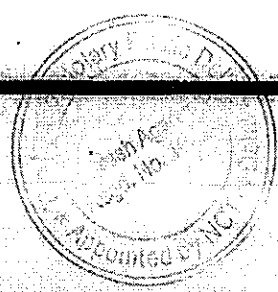


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although the notice was received through E-mail earlier because as per the terms, the time for receipt of notice had to be counted from the receipt of hard copy. No letter dated 7.11.2014 has been received till today neither through E-mail nor any other means and auto-dated letter has been prepared and has been dated as 7.11.2014 only with intention and motive to delay and circumvent the judicial proceedings.

The petitioner has also submitted an affidavit on 12.11.2014 that till date, letter dated 5.10.2014 as annexed to the reply filed by the respondents to the supplementary affidavit regarding observations on submitted revised work programme, has not been received till today.

The letter dated 7.11.2014 is also illegal and reflects non-application of mind and it is wrong to contend that the petitioner stands expelled from the site. As the petitioner is still in possession in site and its own power, raw material, equipments are deployed at the site. The objections raised by the respondents are false, baseless and cannot be accepted and petition or deserves the interim relief sought for.

I have heard both the sides in detail on the merit of the petition and its objections and perused the record.

**FINDINGS**

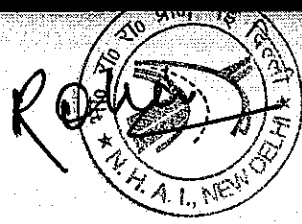
After perusal of the contract agreement submitted by the parties and the various drawings and figures regarding the contract, certain things are clear:

That the contract was executed on 18.2.2014. Work was to be commenced from 1.3.2014, 30 days time was given for mobilisation and as per the summary of work mentioned at page 39 of the contract agreement, 11 works were to be done by the contractor and the time for completion of these works was ranging from 360 days to 900 days and out of above, three works are to be completed within 360 days. The summary of sections of work mentioned at page 39 of the contract also mentioned that the damage for delay @ 0.05% of final contract price excluding the cost of performance based maintenance of the section per day, will be payable subject to the maximum of 10% of final contract price excluding the cost of performance based maintenance. This stipulates that the delay in performance of work was



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estimated even by the employer which was to be compensated with the damages. This table further stipulates that the first milestone of the completion of work was 360 days from the date of commencement. Hence, end of month of February 2015 was the first date when the work completion by the contractor was to be seen.

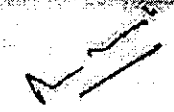
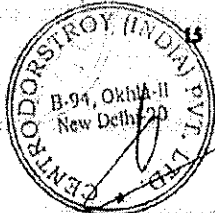
As per the Particular conditions of the contract u/s 8 mentioned on page 37, the electronic transmission system through fax and E-mail was permitted but it was further mentioned that all fax and E-mail transmission shall be followed by hard copy through post or courier. The important thing was also mentioned that receipt will be counted from the date of receipt of original. It stipulates that the correspondence between the parties will be deemed to be completed when the hard copy of any letter or notice is received by other party. Clause 15.1 of the contract agreement mentioned at page 120 further provides for a provision for issue of notice to correct in the circumstances when 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. Clause 15.2 further provides that employer shall be entitled to terminate the contract if the contractor-

- (a) fails to comply with sub-clause 4.2 (Performance security) or with a notice under sub-clause 15.1 (Notice to correct).

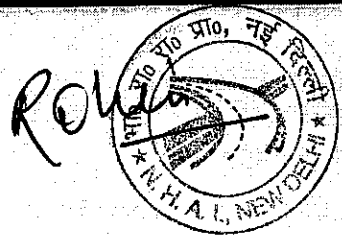
Hence, this situation stipulates that if the contractor is not able to carry out the requirement of the contract, then the employer will issue a notice to correct giving the contractor reasonable time to rectify the failure and on failure of the contractor to comply with such notice to correct, contract may be terminated.

This was the main provision invoked by the respondents to which petitioner has submitted that they have complied with the same in time. Respondents cannot deny this fact that the time for completion of work of first milestone has not been completed as yet and the contractor has to complete such work by February 2015.

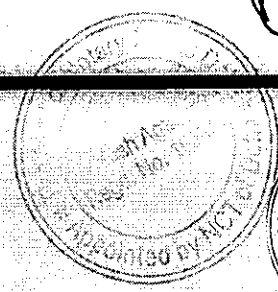
Contract further provides some explanation in the form of supplementary information regarding works to be procured at page 444 of the contract



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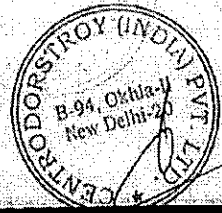
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agreement under heading 1.4 Climate and it provides that at the work the seasonal winds play an important role in shaping the climate of the study area and this information has been specifically written that monsoon breaks towards the end of June and ceases by middle of September.

Learned counsel for the petitioner has argued that the contract itself envisages a situation that from June to September the road construction work cannot be carried out at its full swing and it will be hampered.

Petitioner's case has been that after the issue of date of commencement, the work was started but as the contract was having a provision for variation in the terms of value engineering, some variation in the design and work could be made and such variation may be suggested by the contractor. According to the site and such provision, it was suggested by the contractor that looking into the nature of land, rigid pavement was to be constructed and it was also proposed by the contractor that in place of WBM, WMM should be completed for various reasons which was principally accepted and the contractor was required to quote their rates but the rate quoted by the contractor was very high as per the respondents, so till May 2014, he was asked to go with WBM instead of WMM but according to petitioner, this proposal was again considered and the contractor has again submitted low rate @ Rs. 1548/- per cubic mtr. on 3.9.2014 and employer/department was asked to finalize this rate which was not done. Hence according to petitioner, delay in taking decision on various issues was on the part of the respondents.

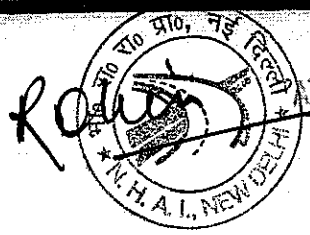
No doubt, there is a difference on these two points between the petitioner and the respondents but after going through the written statement submitted by the respondents, it is admitted by the respondents in para 6 of written statement that the contractor vide their letter dated 11.4.2014 gave the rates which were more than BCR than contractor had given another rate vide letter dated 17.4.2014 and himself reduced the rates which were also not as per BCR. Hence respondents admit that till 17.4.2014 the negotiations were going on between the parties about such rates. In para 7 of written statement respondents admit that a meeting was held in the office of Construction Supervisor Consultant on 1.5.2013 at Hapur where contractor was requested to finalize



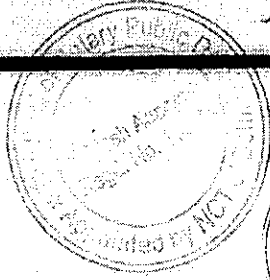
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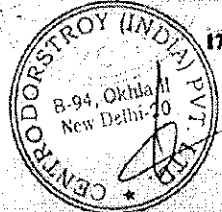
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action for job formula. It appears that year 2013 has been written incorrectly instead of 2014 and this para further says that there is correspondence between the contractor and the respondents about the rates for different works. Para 10 of the written statement also clarifies this fact that the Project Director was also insisting to the contractor to submit a proposal along with all back up calculation about the issue of WBM and WMM and accordingly contractor submitted its proposal dated 4.6.2014 and again revised rates of 1548/- per cubic mtr. was submitted on 3.9.2014. Para 10 clause (b) of written statement is very specific that vide letter dated 23.6.2014 in reply to letter dated 3.9.2014, contractor was informed that his proposal does not qualify under clause Rates Engineering and he was informed that proposal of replacing of WBM by WMM could only be considered if the change does not result in any additional per cubic cost to the employer. All this prove that till the middle of June and September, the matter about the issue of WBM and WMM was not finalized and it was being exchanged between the petitioner and the respondents. In this para, respondents have alleged that they had replied letter dated 3.9.2014 of the petitioner through their letter dated 23.6.2014 which is not possible because letter of 30th September 2014 cannot be replied on 23rd June 2014 which is a prior date.

Hence the petitioner's contention about the inactivity and delay on the part of the respondents is proved by the pleadings itself.

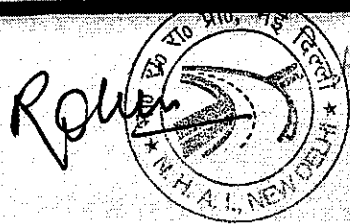
As per section 54 of the Contract Act, when some reciprocal obligations are to be completed by both the parties then in such circumstances, the delay cannot be attributed to a party whose some part has to be performed by another party.

It has been also argued by the petitioner that delay was stipulated in the contract as in the schedule of programme, the rates of damages were mentioned. However, the contractor was to complete the first milestone by February 2015 but according to petitioner, the respondents' officials, to escape from the lapse on their part, issued a notice dated 3.9.2014 to the petitioner under clause 15.1, which is called a notice to correct. This is an admitted fact that notice was issued on 3.9.2014. This notice is paper No. 10C/1 to 10C/2 on file and the

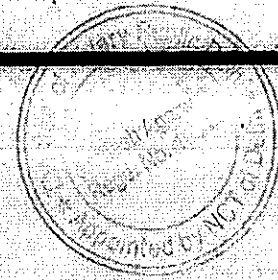


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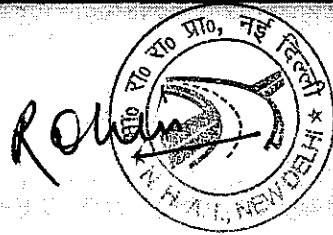
operative part of the notice mentioned that "the contractor has not been serious about fulfilling the obligation under the contract. Hence this notice to correct is therefore issued under clause 15.1 of general conditions of contract requiring the contractor to rectify the situation i.e. submit under sub-clause 8.3, the revised work programme and accordingly mobilise, deploy and execute the work to achieve the progress envisaged in the revised work programme within 30 days from the date of issue of notice failing which appropriate action will be taken in accordance with the provisions of contract". The intention of this notice appears that the contractor should speed up the work progress and considering the circumstances that the work is not proceeding as per the required speed, then the contractor was asked to submit a revised work programme and to act thereupon so as to check the progress in future. Hence, all the previous latches were to be re-scheduled.

It is pertinent to mention that this notice to correct was issued on 3.9.2014 when the issue of finalisation of WEM and WDM was being discussed and the contractor was given the time up to 3.10.2014 to submit a revised work programme but surprisingly on 17.9.2014, respondents issued a notice to terminate the contract monitoring various latches regarding the shortfall about liability, traffic safety and other issues not pointed out earlier and the contract was terminated. This was challenged before the Hon'ble High Court of Uttar Pradesh in Writ petition No. 2227/2014 which was allowed on 23.9.2014 and writ petition of the petitioner was allowed and this order dated 17.9.2014 was held to be arbitrary, without jurisdiction, not sustainable in law and it was quashed and petitioner was given a liberty to rectify the shortcomings within 30 days from the date of notice dated 3.9.2014. The facts also reveal that in compliance of notice dated 3.9.2014, petitioner on 16.9.2014 had already submitted a revised work programme through E-mail and after submission of that programme, notice dated 17.9.2014 was issued which was again replied by the petitioner vide letter dated 20.9.2014 and it was further informed that they had already submitted the revised work programme and the hard copy of the same was further delivered on 30.9.2014 to the respondents and petitioner has filed an affidavit to this effect which has not been

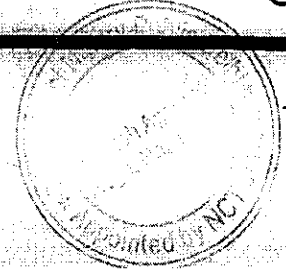


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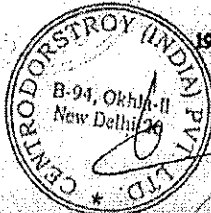


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controverted by the respondents. Since it is proved that the compliance of notice to correct dated 3.9.2014 was timely made by the petitioner.

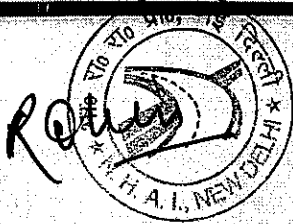
Thereafter, the impugned notice dated 18.10.2014 was again issued by the respondents through E-mail mentioning more or less the similar grounds which were mentioned in earlier letters and the notice was given to terminate the contract. Against this notice, petitioner has come up before the Court on the ground that the respondents have adopted a vindictive attitude with undue haste after the order of Hon'ble High Court and has acted in a predetermined manner to terminate the contract second time within a short period of six months despite the indulgence of Hon'ble High Court of Uttarakhand while the previous notice was quashed by the Hon'ble High Court on 23.9.2014 and no fresh show cause notice was issued to the petitioner thereafter. Respondents had not applied its mind to the explanation given by the petitioner as to the submitted revised programme and they have alleged without any ground that the revised work programme earlier sent on 16.9.2014 and hard copy submitted on 30.9.2014 is not complete but how it was incomplete, it was not clarified. The respondents with a predetermined and prejudicial mind have applied vindictive attitude even after the order of Hon'ble High Court and even after the compliance of notice to correct and availability of the plan up to February 2015 to complete the contract by the petitioner, they have again issued the impugned notice dated 18.10.2014 to terminate the contract which is illegal, manifestly and in ignorance of their previous notice dated 3.9.2014 and its compliance by the petitioner. When the other old correspondence which was made basis of the notice dated 3.9.2014 and notice dated 17.9.2014 was dealt with and was set aside by the Hon'ble High Court then the conduct of the respondents to issue again a notice on the same ground is with manifest intention because no opportunity was given to the petitioner before issuing such notice of termination dated 18.10.2014.

\* Petitioner has further argued that said notice dated 18.10.2014 was only sent through E-mail and petitioner has never received hard copy of such notice which is necessary as per the terms of the contract. Another example of highhandedness of the respondents has been pointed out by the petitioner that

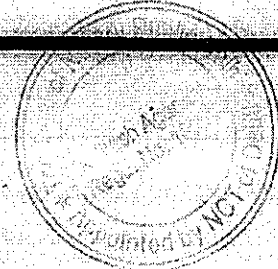


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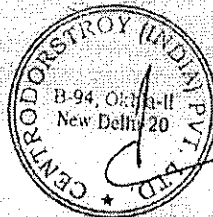
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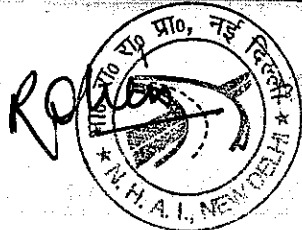
21/20

the respondents have shown the issuance of alleged letter dated 5.10.2014 which was never issued and never sent and never received by the petitioner. Learned counsel for the petitioner has pointed out that this is a fake paper prepared just for the sake to justify their illegal stand. They have given reference to letter dated 18.10.2014 issued by the respondents the copy of which is 7C/304 in which in various paragraphs, respondents have cited their various letters issued by them to the petitioner and all those letters are before 3<sup>rd</sup> September 2014 and most of the letters are of period before August 16, 2014. It is clear that the reference of the said letter dated 5.10.2014 has not been mentioned anywhere in the notice dated 18.10.2014 which shows that had this letter been issued by the respondents on 5.10.2014 then this must have found place in letter dated 18.10.2014 issued later in time. Petitioner's partner has submitted an affidavit that even upto today, they have not received such a letter. Hence, this shows that the respondents are adopting very vindictive, predetermined attitude and they are adamant to terminate the contract on one or the other ground without going into the terms of the contract and without considering the stand submitted by the contractor or the reply of the contractor to the said notice to correct as per their requirement. Hard copy of this notice dated 18.10.2014 was not even served upon the petitioner up to the date of filing this petition. The vindictive and predetermined attitude of the respondents is further evident from the fact that they have issued another letter dated 7.11.2014 after filing of this petition and having the notice of this petition. Although the service of such letter has not been complete as per the requirement of the contract and to this effect there is also an affidavit of petitioner and it will be presumed that alleged letter dated 7.11.2014 has been purported to have been issued just to circumvent the judicial proceedings and to defeat the petition and to harm the petitioner, who has come up before the Court seeking for an interim relief pointing out the malafide of the respondents.

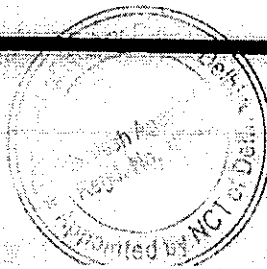
In all these circumstances, the learned counsel for the petitioner has argued that they are having prima facie case to ask for the interim relief before the Court because as per the contract, time period for the completion of work of first milestone is still available up to February 2015. The progress of the work



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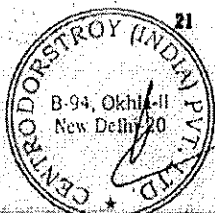


27/11/14

has been increased by them which is evident from the fact that against the work of Rs. 5.45 Crores on 3<sup>rd</sup> September 2014, they have completed the work of Rs. 9.35 Crores till 3<sup>rd</sup> October 2014 as per the own statement of respondents. The respondents in their affidavit and pleadings have mentioned that the petitioner has withdrawn their machinery and man power from the spot which means that machinery and man power were deployed by the petitioner and due to rainy season, if any such temporary withdrawal was made, it does not mean that the contractor has withdrawn all his resources from the site permanently because as per the climatic conditions mentioned in the contract, from June to September in rainy season, the work of roads may not take the pace. Undoubtedly, there is a clause in the agreement for resorting to arbitration in case of dispute and petitioner on account of this dispute had already nominated their arbitrator but for the temporary relief, the only remedy with the petitioner lies u/s 9 of the Act for which this Court is the proper forum.

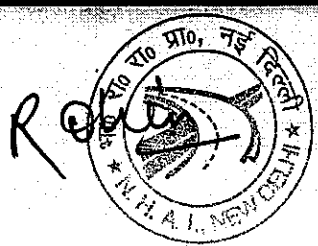
Looking all these circumstances produced before the Court, this Court is of the view that the petitioner is having a prima facie case to agitate and it is prima facie proved that the action of the respondents to terminate the contract is in haste and premature in time on flimsy grounds without waiting up to the period of first milestone and it does not seem to be justified particularly when some of the issues about the design and other works are to be finalized at their own level. Petitioner has also submitted an undertaking in the form of affidavit in their petition that they undertake to complete the work of first milestone within the stipulated time which is nearly 3-4 months later. How the respondents can stipulate that the petitioner will not be able to do that and it might be their estimation which may not be justified in these circumstances.

It has been vehemently argued by the learned counsel for the respondents that construction of road is a public issue and timely completion is the very essence of contract but in the Court view circumstances which have been treated by these correspondences between the parties, by which work will not be going to be accelerated because if the contract is terminated, then again this process will take much more time and the Government has to engage another agency delaying the project. On the other hand if the petitioner is permitted to

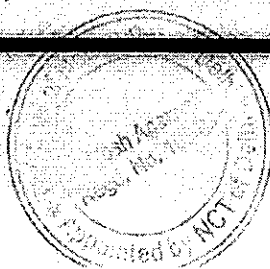


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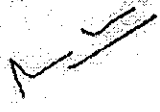
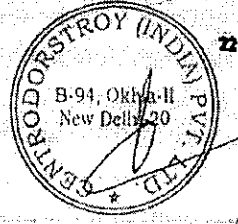
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continue to work with a strict supervision and to ensure the timely completion as per the revised work programme submitted by the petitioner, then the public interest will be served in a much better manner because by this way the project may be completed in the stipulated time rather, by way of termination of contract. Hence the argument of respondents regarding the public interest cannot be accepted at this juncture.

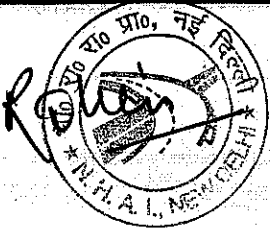
There is prima facie case of the petitioner in their favour and it appears that previously when on 3.9.2014 notice to correct was issued to the petitioner, the intention of respondents was to get the work done through the petitioner in an early time frame but surprisingly after issue of notice, the contract was terminated without waiting the period given by the respondents themselves and when petitioner invoked the door of Honble High Court and obtained relief against the respondents then the attitude of the respondents became very vindictive and they started in a very hostile professional manner against the petitioner ignoring such public interest to complete the work in time.

Hence in all these circumstances, the impugned notice dated 18.10.2014 is against the principles of natural justice. It appears to be not warranted as per the terms of the contract and moreover, it is predetermined and appears to be issued for the motives not warranted by the contract.

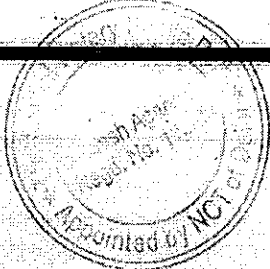
It has been argued that the Court cannot order the specific performance of this contract by way of this petition. This argument of learned counsel for the respondents cannot be accepted because this Court can only grant an interim relief till the matter is finalized by the arbitrator to be nominated as per the contract and hence issuing such order, Court has also to see whether there will be any irreparable loss to the petitioner if order is not issued. Petitioner in their petition supported by affidavit has also submitted that the action through notice dated 18.10.2014 of the respondents are so injurious to them that if allowed to stand, not only the petitioner but its staff will suffer a very irreparable loss because by the impugned action of the respondents, petitioner is bound to suffer huge loss not only in terms of money but also from participating in future tender/contracts as the petitioner is working exclusively in the Government sector and as a matter of general practice, Government tender contracts come



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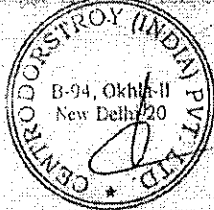
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with the rider that contractors are prohibited from participating in the bidding process if any of their previous contract has been terminated in past 3-5 years prematurely. Hence by such violative action of the respondents, the future of the joint venture company will be ruined and the employees of two companies will be rendered unemployed thus the action of respondents is likely to cause irreparable loss or injury to the petitioner if the interim relief is not granted. On the other hand, if the relief is granted and petitioner is permitted to continue with the work, the respondents are not going to suffer any loss rather, it will be in the interest of respondents as well as in the interest of public that if allowed the work without hindrance, the petitioner will be able to complete the project in time resulting into the long term benefit to the public and the respondents. Hence question of irreparable loss in view of this Court lies in favour of the petitioner.

Learned counsel for the respondents has placed reliance upon the dictum of Hon'ble Supreme Court passed in *Orissa Management & Minerals Vs. Synergy Export* [2014] 8 Supreme (SC) 33195 and it has been argued that after the termination of the contract, the Court cannot adjudicate the specific performance of contract u/s 0 of the Arbitration & Conciliation Act, 1996.

After going through this judgment of the Hon'ble Apex Court, it is very humbly decided that this case law does not apply to the facts of the present case because in that case the appellants was planning to extract the iron ore by itself by using its capacity and they had given undertaking not to sell the ore to any third party. In that circumstances, the appeal was allowed and the contract in favour of the respondents was not permitted but in the present case, State has not taken the stand that they themselves will be executing the contract and in all circumstances after termination of the contract of petitioner, State will award such work to some other contractor. Hence this ruling does not support the stand of respondents rather, it justify the stand of petitioner to some extent.

As the matter has to be finally decided by the arbitrators and u/s 9 of the Act, this Court can grant interim relief so as to give justice to both the parties as per the terms of the contract, it is necessary that the effect and operation of impugned notice dated 18.10.2014 should be stayed and the respondents should



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27B/24

be restrained from taking any coercive steps to the detriment of the petitioner in pursuance of such notice and as the petitioner in their petition undertakes to complete the project in time in the first milestone, he should be allowed to do so without having any effect of notice dated 18.10.2014. It is also clarified that the respondents/authorities to timely supervise the work of petitioner stands at its place and petitioner is under obligation to fulfill the contract as per the terms of the contract agreement and if any such lapse is found then the respondents may by giving an opportunity under the contract to rectify the things in time may act as per the contract agreement.

In the result the position of the petitioner deserves to be allowed and following order is hereby passed.

**ORDER**

The petition is allowed and the respondents are restrained from acting upon the impugned notice dated 18.10.2014 and the operation and effect of the said notice is hereby stayed and respondents are further restrained from taking any coercive steps to the detriment of the petitioner in pursuance of such impugned notice dated 18.10.2014 till the matter is finally decided by the Arbitral Tribunal to be nominated by the parties.

Judgment signed, dated and pronounced in the open Court today.

(Kam Singh)  
District Judge  
Delhi  
15.11.2014

(Kam Singh)  
District Judge  
Delhi  
15.11.2014

न्यायालय  
डिस्ट्रिक्ट व  
सेशन जज  
दिल्ली  
उत्तरांचल

सत्य प्रतिनिधि  
सत्य प्रतिनिधिसंघ  
प्रतिष्ठा विभाग (सिविल)  
जनपद-न्यायालय, दिल्ली

CENTRODORSTROY (INDIA) PVT. LTD.  
B-94, Okhla-II  
New Delhi-20

*Cospek*

रोड एंड प्रां. नई दिल्ली  
N.H.A.I., NEW DELHI

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APPROVED BY  
NCT OF DELHI

CDS INFRA PROJECTS PVT LTD  
B-94, Okhla-II  
New Delhi-20





उत्तराखण्ड UTTARAKHAND

L 436053

### Amicable Settlement Agreement

This "Amicable Settlement Agreement" is made on this 17<sup>th</sup> day of January 2015 between **Project Director/Chief Engineer, Project Management Unit, Asian Development Bank, Public Works Department, Government of Uttarakhand, Dehradun** (herein after called "the Employer") of the one part and **M/s ZEL-CDS (JV), Plot No. 517, ( First Floor) Phase -9, Industrial Area, Mohali - 160062, Punjab.** (hereinafter called "the Contractor") of the other part

#### WHEREAS

**Project Director/Chief Engineer, Project Management Unit, Asian Development Bank, Public Works Department, Government of Uttarakhand, Dehradun** (herein after called "the Employer") had executed a Contract on 18.2.2014 (Contract Agreement No. 14/PD/PMU/ADB/2014 dated 18.2.2014) with and **M/s ZEL-CDS (JV), Plot No. 517, ( First Floor) Phase -9, Industrial Area, Mohali - 160062, Punjab.** (hereinafter called "the Contractor") for the work of Improvement and Strengthening of Roads under Package- No. 1 in **Udham Singh Nagar District of Uttarakhand** for "accepted Contract Amount" of **Rs. 109,39,09,532.50**

WHEREAS, the Contractor failed to fulfill his contractual obligations in accordance with the provisions of Contract with the result that "the Employer" had served "Notice to terminate the

ZEL - CDS (JV)  
Authorized Signatory

*Carpal*

Notary Public Delhi

Contract" upon "the Contractor" as per Clause 15.2 of General Conditions of Contract vide letter no 14/PD/PMU/ADB/2014 dated 18.10.2014 thereby terminating Contract Agreement No 14/PD/PMU/ADB/2014 dated 18.2.2014 with 14 days notice.

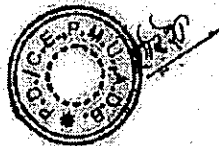
WHEREAS, the Contractor was not satisfied with the reasons conveyed by the Employer through the "Termination Notice" served upon him for the termination of the Contract. The Contractor served "Notice for commencing Arbitration" to the Employer vide his letter no ZBL-CDS/UK/C-1/85 dated 25.10.2014 and also appointed Mr. Justice V.K. Bali (Retd), former Chief Justice of Kerala High Court from the Contractor's side with the request to the Employer to appoint "Arbitrator" from the Employer's side.

WHEREAS, the Contractor simultaneously filed Petition in District & Sessions Judge Dehradun on 25.10.2014 (Arbitration Case No 119 of 2014) as per Section-9 of Arbitration & Conciliation Act, 1996 with the prayer for staying the operation of Termination Notice dated 18.10.2014. The Hon'ble District & Sessions Judge Dehradun heard the petition and passed order dated 15.11.2014 thereby restraining the Respondent from acting upon the impugned Notice dated 18.10.2014 and stayed the operation and effect of the said notice. The Respondents were further restrained from taking any coercive steps detrimental to the Petitioner in pursuance of such notice dated 18.10.2014 till the matter is finally decided by the Arbitral Tribunal.

Whereas, the Contractor has submitted his request to the Employer for out of Court settlement through their letter no. ZEL-CDS/UK/C-1/092 dated 24.12.2014 with the further request for withdrawing the Termination Notice dated 18.10.2014 and for "Amicable Settlement" by taking the plea that the Arbitration Proceedings are likely to take sufficient time which will cause delay in the completion of work thereby putting both the parties to the Contract at loss.

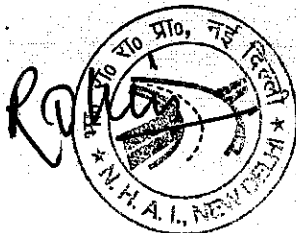
NOW THEREFORE, in consideration of the mutual covenants herein contained, the Employer and the Contractor agree to the following stipulations through the execution of "Amicable Settlement Agreement" as follows:-

1. The Employer will withdraw the "Termination Notice" with immediate effect which was served upon the Contractor vide letter no. 14/PD/PMU/ADB/2014 dated 18.10.2014 thereby reviving the terminated Contract and restoring all the terms and conditions, entitlement, obligations and all provisions of Contract dated 18.2.2014.
2. The Contractor will withdraw the Arbitration Process with immediate effect initiated by him through his letter no. ZBL-CDS/UK/C-1/85 dated 25.10.2014. The Contractor will not proceed with any Contempt Petition against the Employer against the judgment/order passed by the Hon'ble District & Sessions Judge Dehradun on 15.11.2014 in respect of Arbitration Case no 119 of 2014 (between M/s ZBL-CDS (JV) Vs Project Director, ADB and others)
3. The Contractor has undertaken that no Court Case in respect of this Contract is pending before any court of law.

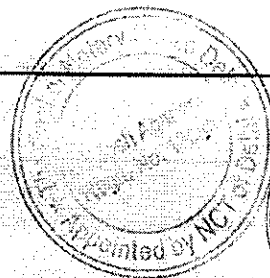


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Authorized Signatory

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- 4 The Contractor shall substantially cure all the deficiencies pointed out by the Employer in their letter dated 18.10.2014 within period of 45 days from the date of Withdrawal of Termination Notice.
5. The Contractor shall ensure the completion of work within the stipulated time for completion as provided in the Contract and will not claim any extension of time for the completion of work due to issue of Termination Notice.
6. The Contractor hereby undertakes that he shall neither claim any additional cost or associated cost in any Forum (i.e. in DRB and Arbitral Tribunal) nor in the court of Law due to issue and withdrawal of Termination Notice dated 18.10.2014.
- 7 Both the parties to the Contract hereby agree that due to change in the pavement design, the contract price may increase. Therefore, the Employer may have to reduce the scope of work or to delete some of the roads from the scope of work with the specific purpose of restricting the total value of work done up to the amount of Contract Price to avoid the revision of Contract Price. Both the Parties hereby agree and the Contractor undertakes to carry out the work as per revised scope of work to be decided by the Employer with the condition that revised scope of work shall not ultimately reduce the "Accepted Contract Amount" or "Contract Price". The Contractor hereby further, undertakes that he will not claim any compensation or additional cost or damages from the Employer for carrying out the work as per revised scope of work to be decided by the Employer in due course of time provided that the "Contract Price" is not reduced.
8. The Contractor shall submit revised Work Program as per provision of Clause 8.3 and 8.6 of General Conditions of Contract within 14 days from the date of execution of this Agreement along with supporting report and revised methods which the Contractor proposes to adopt in order to expedite progress and complete the work within the time for completion provided in Contract dated 18.2.2014. The revised Work Program shall be based on priority of Roads to be constructed (Revised Sectional Completion), to be provided by the Employer, keeping the time for completion provided in Contract dated 18.2.2014. These revised methods including acceleration measures as proposed by the Contractor shall be at the cost of the Contractor. The Contractor also undertakes to submit further revised Work Program within 14 days of notification of revised scope of work, if any decided by the Employer.

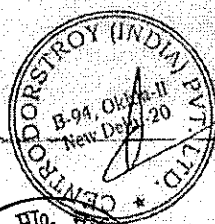


9. Validity of all contract clauses

Unless otherwise stated in this "Amicable Settlement Agreement", all other terms and conditions of the original Contract dated 18.2.2014 shall remain the same and all the clauses of the original contract dated 18.2.2014 shall continue to be in full force in this "Amicable Settlement Agreement".

ZEL - CDS (JV)  
Authorized Signatory

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*Boopal*

IN WITNESS WHEREOF, the Parties hereto have caused this "Amicable Settlement Agreement" executed on the day and year first before written.

Signed, sealed and delivered by the said Employer and the Contractor

FOR AND ON BEHALF OF  
(Project Director/Chief Engineer,  
PIO, ADB, Dehradun)  
Employer

FOR AND ON BEHALF OF  
(ZEL-CDS (JV)  
(Contractor)

By [Signature]  
Project Director/Chief Engineer  
PIO, ADB, Dehradun  
Name: SHARMA

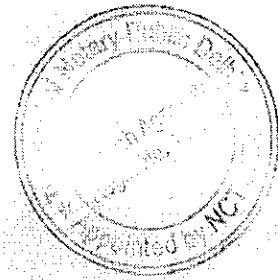
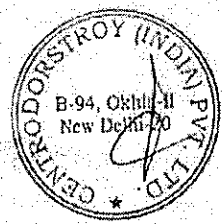
ZEL-CDS (JV)  
By [Signature]  
Authorized Signatory  
Name: RATANSEEP SINGH HUNDA

Witness:  
In the presence of

Witness:  
In the presence of

- [Signature] GAURAV THAPLIYAL
  - [Signature] H.K. Upadhyay
- प्रमुख अभियंता एवं विमानाप्यक  
सर्वेक्षण विभाग, उत्तराखण्ड  
देहरादून

- [Signature] Sandeep Chandra
- [Signature] Sanjay Kumar Jain

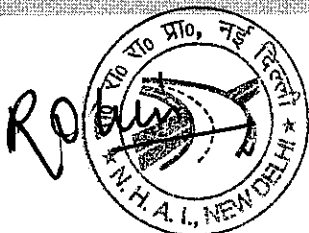
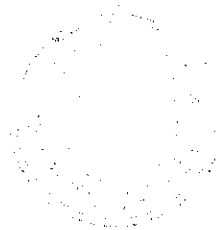


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## ANNEXURE-II (TECHNICAL CAPACITY)

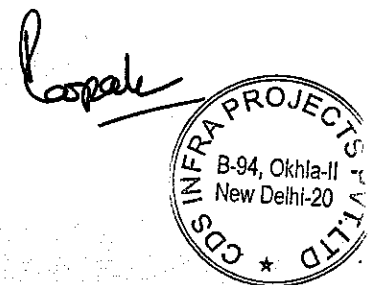
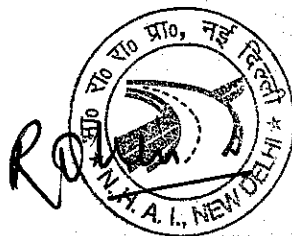
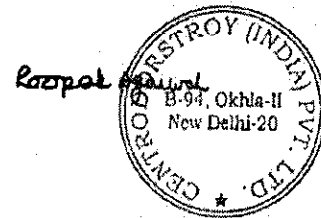


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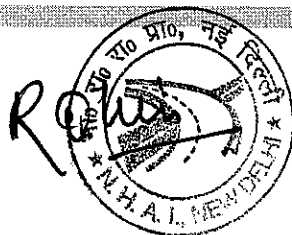


**ANNEX-II**  
**Technical Capacity of the Bidder**  
(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP)

Applicant type	Project Code*	Category\$	Experience** (Equivalent Rs. crore)		Technical Experience
			Payments received for construction of Eligible Projects in Categories 3 & 4	Value of self-construction in Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Bidder	A	3	433.67	-	433.67
	B	3	171.37	-	171.37
	C	3	301.79	-	301.79
	D	3	124.08	-	124.08
	E	3	289.04	-	289.04
	F	3	331.32	-	331.32
Aggregate Technical Experience =					1,651.27



# ANNEXURE -III (FINANCIAL CAPACITY)



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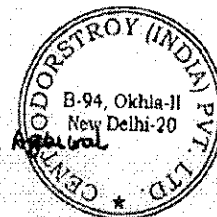
**ANNEX-III**  
**Financial Capacity of the Bidder**  
(Refer to Clauses 2.2.2.3, 2.2.2.9(i), 2.2.2.8(iii) of the RFP)  
(In Rs. Crore)

Bidder type	Net Cash Accruals					Net Worth
	Year 1 2017-18	Year 2 2016-17	Year 3 2015-16	Year 4 2014-15	Year 5 2013-14	Year 1 2017-18
Single entity Bidder	26.61	24.51	14.06	16.39	16.07	169.56
<b>TOTAL</b>	<b>26.61</b>	<b>24.51</b>	<b>14.06</b>	<b>16.39</b>	<b>16.07</b>	<b>169.56</b>

Bidder type	Annual Turnover										Average Annual Turnover (In Rs. crore\$)
	Year 1 2017-18		Year 2 2016-17		Year 3 2015-16		Year 4 2014-15		Year 5 2013-14		
	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updation factor	
1	2	3	4	5	6	7	8	9	10	11	$(2 \times 3 + 4 \times 5 + 6 \times 7 + 8 \times 9 + 10 \times 11) / 5$
Single entity Bidder	529.78	1.00	562.02	1.05	329.53	1.10	389.05	1.15	330.40	1.20	465.25
Total =	529.78		590.12		362.48		447.40		396.48		465.25



*Rohit*





# Aditya & Associates

Chartered Accountants



122, Mandakini Enclave, Alaknanda  
New Delhi – 110019  
T +91 11 40533990  
E-mail: anvita@abgdelhi.com

## TO WHOMSOEVER IT MAY CONCERN

This is to certify that we, Aditya & Associates, Chartered Accountants, 122, Mandakini Enclave, Alaknanda, New Delhi-110019, are the statutory auditors of M/s Centrodorstroy India Pvt. Ltd. (the company), having its registered office at B-94, Okhla Industrial Area, Phase –II, New Delhi-110020. The net cash accruals of the company during the financial year 2017-18 as per audited balance sheet as on 31<sup>st</sup> March, 2018 is Rs. 26.61 Crores which has been calculated as under: -

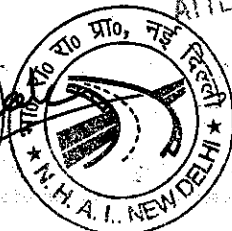
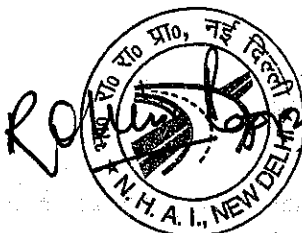
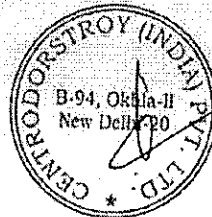
	Rs. In Crores
Net Profit after Taxes	21.43
Add: Depreciation	5.18
Net Cash Accruals	26.61

For Aditya & Associates  
Chartered Accountants  
Firm Regn No 003436N

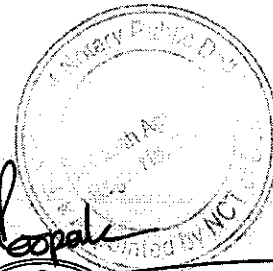


*Anvita Talwar*  
Anvita Talwar  
(Partner)  
M. No. - 516963

Date: 29.09.2018  
Place: New Delhi



ATTENDED BY COPY  
Notary Public Delhi



# Aditya & Associates

Chartered Accountants



122, Mandakini Enclave, Alaknanda  
New Delhi - 110019  
T +91 11 40533990  
E-mail: anvita@abgdelhi.com

## TO WHOMSOEVER IT MAY CONCERN

This is to certify that we, Aditya & Associates, Chartered Accountants, 122, Mandakini Enclave Alaknanda, New Delhi-110019, are the statutory auditors of M/s Centrodorstroy India Pvt. Ltd. (the company), having its registered office at B-94, Okhla Industrial Area, Phase-II, New Delhi-110020. The net worth of the company as per audited balance sheet is Rs. 169.56 Crores as on 31<sup>st</sup> March 2018, which has been calculated as under: -

	Rs. In Crores
Subscribed and Paid up equity	72.70
Reserve & Surplus (Excluding Revaluation Reserve)	96.86
	<hr/>
<b>Net Worth as on 31.03.2018</b>	<b>169.56</b>
	<hr/>

The networth has been calculated as per provisions of the tender document.

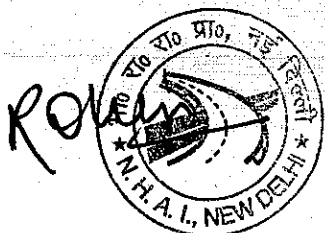
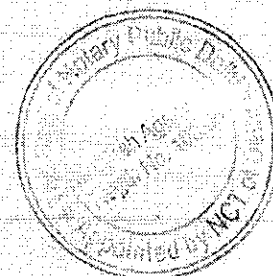
For Aditya & Associates  
Chartered Accountants  
Firm Regn No 003436N



*Anvita Talwar*

Anvita Talwar  
(Partner)  
M.No.- 516963

Date: 29.09.2018  
Place: New Delhi



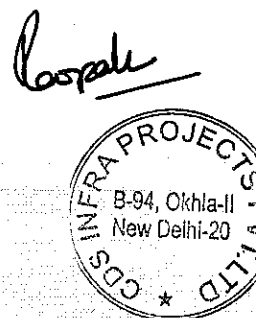
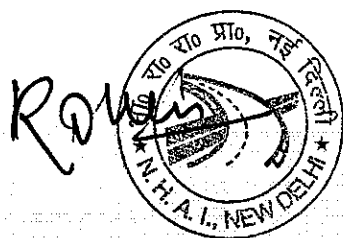
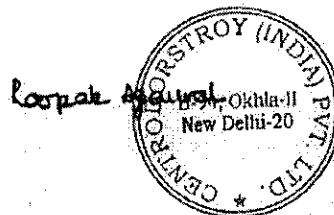
ATTENTION TO COPY  
*[Signature]*  
Notary Public Delhi



### Name & Address of Applicant's Bankers

Name of Banker:	Corporation Bank
Address of Bankers:	M-4, Greater Kailash, Part - II, New Delhi - 110048
Contact Name & Title:	Mr. P. Rajendran (A.G.M.)
Contract Number:	+91-9811236929
Email ID:	Cb0286@corpbank.co.in

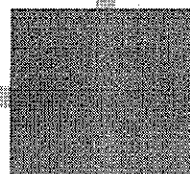
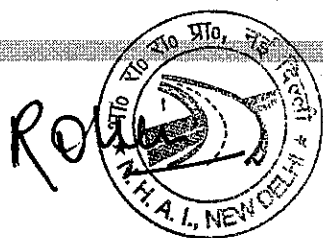
Name of Banker:	Indian Overseas Bank
Address of Bankers:	Mid Corporate Branch, Rajendra Building, Rajendra Place, New Delhi - 110008
Contact Name & Title:	Mr. L. Prabhakaran (Chief Manager)
Contract Number:	+91-9910614149
Email:	midcorporate@delsco.iobnet.co.in



# ANNEXURE-IV (DETAILS OF ELIGIBLE PROJECTS)



*lopatk*



## ANNEXURE - IV

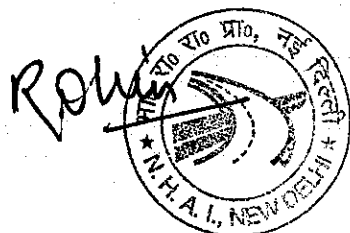
## Details of Eligible Project

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

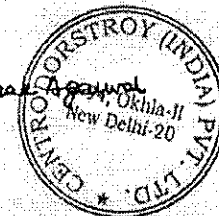
Project Code: A

Entity (Self / Members): Self

Item	Refer Instruction	Particulars of the Project
(1)	(2)	(3)
Title and Nature of the Project		Four Laning of Lucknow - Raebareilly Section from Km 12.700 to Km 82.700 (Design Chainage) of NH-24B in the State of Uttar Pradesh
Category	5	3
		2013 - 2014      Rs. 261.63 Cr. x 1.20 = Rs. 313.96 Cr. 2014 - 2015      Rs. 103.87 Cr. x 1.15 = Rs. 119.45 Cr. 2015 - 2016      Rs. 0.00 Cr. x 1.10 = Rs. 0.00 Cr. 2016 - 2017      Rs. 0.25 Cr. x 1.05 = Rs. 0.26 Cr. 2017 - 2018      Rs. 0.00 Cr. x 1.00 = Rs. 0.00 Cr. <b>Total</b> Rs. 365.75 Cr.            = Rs. 433.67 Cr.
Entity for which the Project was constructed / developed	7	Pan India Infraprojects Pvt Ltd. 513/A, 5th Floor, Kohinoor City, Kirol Road, Mumbai - 70
Location		Lucknow - Raebareilly in the State of Uttar Pradesh
Project Cost	8	Rs. 500 Cr. (Revised - Rs. 455 Cr.)
Date of Commencement of Project Contract		18 July, 2012
Date of Completion / Commissioning	9	14 April, 2015
Equity Shareholding (with period during which equity was held.	10	100%



Ropak



# Aditya & Associates

Chartered Accountants



122, Mandakini Enclave, Alaknanda  
 New Delhi – 110019  
 T +91 11 40533990  
 E-mail: anvita@abgdelhi.com

**TO WHOMSOEVER IT MAY CONCERN**

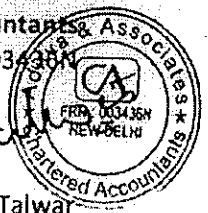
Based on its books of accounts and other published information authenticated by it, this is to certify that M/s Centrodorstroy India Pvt. Ltd. B-94, Okhla Industrial Area, Phase – II, New Delhi – 110020 was engaged by Pan India Infraprojects Pvt. Ltd. to execute Construction of four laning of Lucknow-Raebareli from KM 12+700 to KM 82+700 in the state of Uttar Pradesh. The construction of the project commenced on 18<sup>th</sup> July 2012 and the project is commissioned in April, 2015. It is certified that M/s Centrodorstroy India Pvt. Ltd. received payments from its client for construction work executed by them, in the aforesaid construction work.

We further certify that the total estimated capital cost of the project is Rs. 455.00 crore (Rupees Four Hundred Fifty Five Crores Only), of which M/s Centrodorstroy India Pvt. Ltd. received Rs. 365.75 crore (Rupees Three Hundred Sixty Five Crore and Seventy Five Lacs Only), in terms of Clauses 2.2.2.5 and 2.2.2.6 (ii) of the RFP, during the past five financial years as per year-wise details noted below:

S. No.	Financial Year	Amount (Rs. in Crores)
1	2013-14	261.63
2	2014-15	103.87
3	2015-16	-
4	2016-17	0.25
5	2017-18	-
	<b>Total</b>	<b>365.75</b>

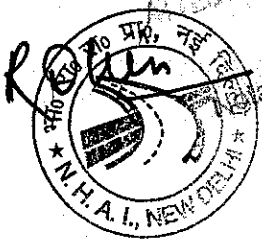


For Aditya & Associates  
 Chartered Accountants  
 Firm Regn No 0034384

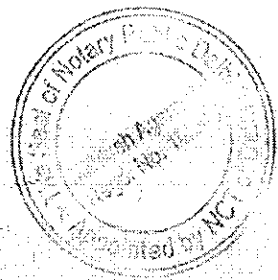


*Anvita Talwar*  
 Anvita Talwar  
 (Partner)  
 M.No.- 516963

Date: 13.06.2018  
 Place: New Delhi



*Copy*  
 Public Delhi



*Copy*



# Pan India Infraprojects Private Limited

Corp. Office : 513/A, 5th Floor, Kohinoor City, Kirti Road, L B S Marg, Off Bandra - Kuria Complex, Kurba (W) Mumbai - 400 070  
Tel. +91 22 86012323 • Fax +91 22 86012307 • Website www.esselinfraprojects.com  
CIN U92412MH2007PTC171016

## Completion Certificate

This is to certify that the Contractor M/s. Centrodorstroy (India) Pvt. Ltd. has completed the "Four Laning of Lucknow- Raebareilly Section of NH-24B from Km. 12+700 to Km 82+700 in the State of Uttar Pradesh on Design Build Finance Operate and Transfer (DBFOT) - Annuity Basis under NHDP Phase IV A Project" with following details :

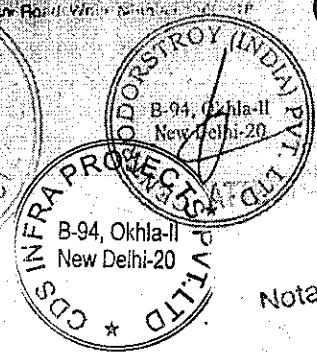
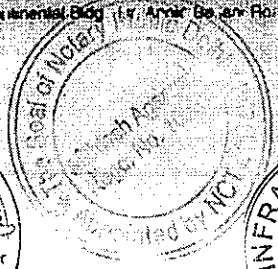
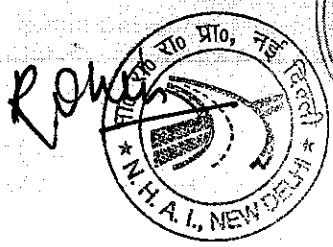
- 1 Name of Work : Four Laning of Lucknow- Raebareilly Section of NH-24B from Km. 12+700 to Km 82+700 in the State of Uttar Pradesh on Design Build Finance Operate and Transfer (DBFOT) - Annuity Basis under NHDP Phase IV A Project
- 2 Name of Concessionaire : M/s. Bevel Lucknow-Raebareilly Toll Roads Pvt. Ltd. For National Highways Authority of India (NHAI)
- 3 Name of Employer : M/s. PAN India Infrastructures Pvt. Limited, 135, Continental Building, Dr. Ambedkar Road, Worli, Mumbai-400 018.
- 4 Name of Contractor : M/s. Centrodorstroy (India) Pvt. Ltd., B-94, Okhla Industrial Area Phase-II, New Delhi - 110020.
- 5 Agreement No. & Date : Nil, 10th May 2012
- 6 Original Project Cost : Rs. 499.989 Crores
- 7 Revised Project Cost : Rs. 455.00 Crores (Lump Sum basis)
- 8 Actual Project Cost as executed : Rs. 440.00 Crores
- 9 Date of completion : 14th April 2015

*[Signature]*  
PAN INDIA INFRA PROJECTS PVT. LTD.  
Authorized Signatory

Contd. ..2



Regd Office : 135 Continental Bldg (14, Anand Be... Road, Worli, Mumbai - 400 018



*[Signature]*  
Notary Public, Delhi

## Pan India Infraprojects Private Limited

Corp Office: 513/A, 5th Floor, KirtiNagar City Karol Road, L. B. S Marg, Off Bandra - Kuria Complex, Kuria (W) Mumbai 400 070  
Tel: +91 22 66012323 - Fax: +91 22 66012300 • Website: www.esselinfraprojects.com  
CIN: U92412MH2907PTC171018

### 11 Major item of work executed:

S.No.	Description	Units	Quantity
1	Construction of Earth Work upto Sub Grade Layer	Kms.	70
2	Construction of GSB & WMM Layer	Kms.	70
3	Bituminous Concrete (BC) & Dense Bituminous Macadam (DBM)	Kms.	69.946
4	Dry Lean Cement Concrete	Kms.	0.054
5	Pavement Quality Concrete	Kms.	0.054
6	Construction of Pipe Culvert	Nos.	23
7	Construction of Box Culvert	Nos.	74
8	Construction of Minor bridge including approaches and misc. etc complete.	Nos.	7
9	ROB including mastic asphalt and misc. etc. work complete having Railway Spans as 42.956 meters (Chainage 49+685-2 Lane) and 44.850 meters (Chainage 61+234-4 Lane)	Nos.	2
10	GUP including approaches mastic asphalt and misc. etc. work complete.	Nos.	1
11	Construction of Foot Over Bridge	Nos.	2
12	Construction of RCC Covered Drain	Kms.	54.000
13	Construction of Truck Lay bye	Nos.	2
14	Construction of Busways	Nos.	62
15	Construction of Major and Minor Junctions	Nos.	102
16	Gallery signs	Nos.	25
17	Signs	Nos.	800
18	Median/Pedestrian Guard Rail etc. complete.	Kms.	23.650
19	Marking (Including chevrons, zebra, arrow etc.) etc. complete.	Kms.	70
20	Bus shelters including seating arrangement etc.	Nos.	62
21	Fixing of Elect Pole in median, Erection arms & lamp fitting, etc.	Nos.	850

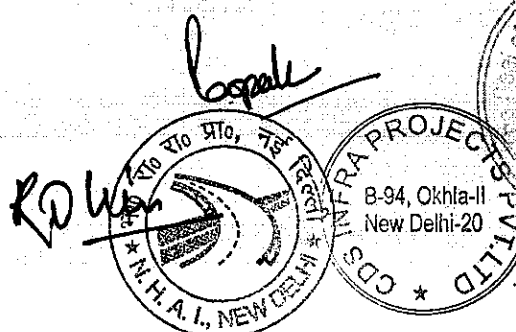
For PAN India Infraprojects Pvt. Limited

*[Signature]*  
Authorized Signatory

Authorized Signatory



Regd Office: 175 Connaught Bldg, 1st Floor, Connaught Place, New Delhi



ARTES COPY  
Notary Public Delhi



## ANNEXURE - IV

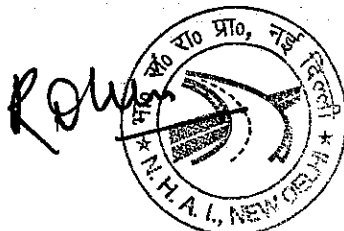
## Details of Eligible Project

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

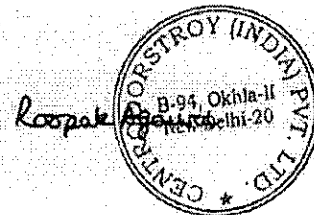
Project Code: B

Entity (Self / Members): Self

Item	Refer Instruction	Particulars of the Project
(1)	(2)	(3)
Title and Nature of the Project		Construction of Kanpur - Kabrai Road Project (Length Km 0.000 to Km 59.800)
Category	5	3
		2013 - 2014      Rs. 46.53 Cr. x 1.20 = Rs. 55.84 Cr. 2014 - 2015      Rs. 88.11 Cr. x 1.15 = Rs. 101.33 Cr. 2015 - 2016      Rs. 12.92 Cr. x 1.10 = Rs. 14.21 Cr. 2016 - 2017      Rs. 0.00 Cr. x 1.05 = Rs. 0.00 Cr. 2017 - 2018      Rs. 0.00 Cr. x 1.00 = Rs. 0.00 Cr. <b>Total</b> Rs. 147.56 Cr.      -      = Rs. 171.37 Cr.
Entity for which the Project was constructed / developed	7	PNC Infratech Ltd D-51, Kamla Nagar, Agra - 282005
Location		Kanpur - Kabrai Road in the State of Uttar Pradesh
Project Cost	8	Rs. 149.62 Cr
Date of Commencement of Project Contract		01 September, 2011
Date of Completion / Commissioning	9	June 2015
Equity Shareholding (with period during which equity was held.	10	100%



*Roupa*



# Aditya & Associates

Chartered Accountants



122, Mandakini Enclave, Alaknanda  
New Delhi - 110019  
T +91 11 40533990  
E-mail: anvita@abgdelhi.com

### TO WHOMSOEVER IT MAY CONCERN

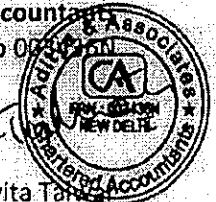
Based on its books of accounts and other published information authenticated by it, this is to certify that M/s Centrodorstroy India Pvt. Ltd. B-94, Okhla Industrial Area, Phase - II, New Delhi - 110020 was engaged by PNC Infratech Ltd. to execute Construction of Kanpur-Kabrai Road on NH-86 in the state of Uttar Pradesh (from KM 0.000 to KM 59.800). The construction of the project commenced on 1<sup>st</sup> September, 2011 and the project is commissioned in June, 2015. It is certified that M/s Centrodorstroy India Pvt. Ltd. received payments from its client for construction work executed by them, in the aforesaid construction work.

We further certify that the total estimated capital cost of the project is Rs. 149.62 crore (Rupees One Hundred Forty Nine Crore and Sixty Two Lacs Only), of which M/s Centrodorstroy India Pvt. Ltd. received Rs. 147.56 crore (Rupees One Hundred Forty Seven Crores and Fifty Six Lacs Only), in terms of Clauses 2.2.2.5 and 2.2.2.6 (ii) of the RFP, during the past five financial years as per year-wise details noted below:

S. No.	Financial Year	Amount (Rs. in Crores)
1	2013-14	46.53
2	2014-15	88.11
3	2015-16	12.92
4	2016-17	-
5	2017-18	-
	<b>Total</b>	<b>147.56</b>

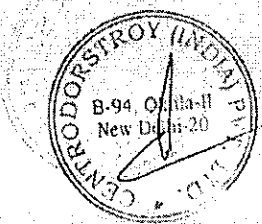
Date: 13.06.2018  
Place: New Delhi

For Aditya & Associates  
Chartered Accountants  
Firm Regn No 078266

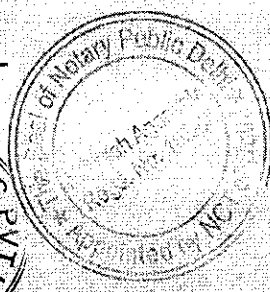


*Anvita*  
Anvita Tanna

(Partner)  
M.No.- 516963



*Boopal*



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Notary Public Delhi

# PNC Infratech Limited

(Formerly known as : PNC Construction Co. Ltd.)

An ISO : 9001-2000 Certified Company

PNC/CDS/KAN-KAB/11-12/3257

Date: 13.06.2011

To,  
M/s Centrodorstroy (India) Pvt. Ltd.  
Regd. Office, B-94,  
Okhla Phase-II,  
NEW DELHI - 110020  
Email: [centrodorstroy@pnc.com](mailto:centrodorstroy@pnc.com)

Kind Attn: Mr. Sandeep Chandra, Managing Director

Subject: EPC Cost for Construction of Kanpur-Kabrai Road Project (Length Km.8.80 to Km.99.80)

-Letter of Acceptance (LOA) reg.

Reference: Your Offer Dated 30.05.2011 and our negotiation held on 13.06.2011

Dear Sir,


Please refer to your offer for subjected sub-contract work. We are pleased to issue this Letter of Acceptance as under:

- It is to notify that your offer for execution of the subjected work for a contract price of Rs. 148.81 Crore approx. in accordance with mutual negotiations, is hereby accepted by PNC Infratech Ltd.
- As per Conditions of Contract (COC), you have to submit a detailed Construction Programme duly supported with activity wise deployment of resources conforming to the completion of the project within the Scheduled time. In this regard.
- You are hereby requested to furnish Performance Security in the manner prescribed as under of Conditions of Contract for an amount equivalent to 5% (Five Percent) of Contract Amount within 21 days of issue of this letter. The Performance Security should be valid upto 20 days after end of Defect Notification Period.
- This letter shall be treated as notice to proceed under Clause 11.1 of Conditions of Contract and commencement date shall be reckoned from 21 days from issue of this letter.


Please acknowledge the receipt of this letter and make necessary arrangement to sign the Contract Agreement at our Agra office.


Thanking you,  
For PNC INFRA TECH LTD.

  
(ANIL KUMAR RAO)  
Director (Tech.)

 Head / Corporate Office: PNC House, D - 81 Kirti Nagar, Agra - 202 006 (India)	Tel : 91-562-405406, 4226099 91-562-261761, 2617430 91-562-263018 9227427660, 9637170660	Fax: 91-562-2632025 91-562-2632025 (Purchase)	Email: <a href="mailto:hr@pncinfotech.com">hr@pncinfotech.com</a> <a href="mailto:procurement@pncinfotech.com">procurement@pncinfotech.com</a>
Regd. Office: PNC House, D - 87, Vasant Vihar, New Delhi - 110 057 (India)	Tel : 91-11-26154270, 26154271 91-11-26141121	Fax: 91-11-26154286	Email: <a href="mailto:delhi@pncinfotech.com">delhi@pncinfotech.com</a> Web : <a href="http://www.pncinfotech.com">www.pncinfotech.com</a>

*laxpatel*

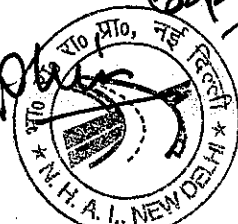




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*[Signature]*

Notary Public Delhi



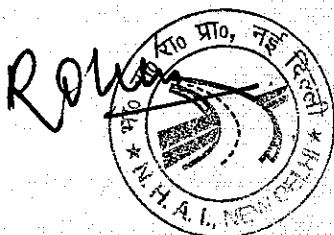
## ANNEXURE – IV Details of Eligible Projects

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

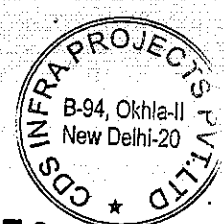
Project Code: C

Entity: Self/Members: Self

Item	Refer Instruction	Particulars of the project																																										
(1)	(2)	(3)																																										
Title and nature of the project		Construction of Raebareli – Banda Section of NH-232 in the State of Uttar Pradesh.																																										
Category	5	3																																										
		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">2013 – 2014</td> <td style="width: 5%;">Rs.</td> <td style="width: 15%;">0.00 Cr.</td> <td style="width: 5%;">x</td> <td style="width: 5%;">1.20</td> <td style="width: 5%;">= Rs.</td> <td style="width: 15%;">0.00 Cr.</td> </tr> <tr> <td>2014 – 2015</td> <td>Rs.</td> <td>40.23 Cr.</td> <td>x</td> <td>1.15</td> <td>= Rs.</td> <td>46.26 Cr.</td> </tr> <tr> <td>2015 – 2016</td> <td>Rs.</td> <td>90.21 Cr.</td> <td>x</td> <td>1.10</td> <td>= Rs.</td> <td>99.23 Cr.</td> </tr> <tr> <td>2016 – 2017</td> <td>Rs.</td> <td>86.75 Cr.</td> <td>x</td> <td>1.05</td> <td>= Rs.</td> <td>91.09 Cr.</td> </tr> <tr> <td>2017 – 2018</td> <td>Rs.</td> <td>65.21 Cr.</td> <td>x</td> <td>1.00</td> <td>= Rs.</td> <td>65.21 Cr.</td> </tr> <tr> <td style="text-align: right;"><b>Total</b></td> <td><b>Rs.</b></td> <td><b>282.40 Cr.</b></td> <td><b>-</b></td> <td></td> <td><b>Rs.</b></td> <td><b>301.79 Cr.</b></td> </tr> </table>	2013 – 2014	Rs.	0.00 Cr.	x	1.20	= Rs.	0.00 Cr.	2014 – 2015	Rs.	40.23 Cr.	x	1.15	= Rs.	46.26 Cr.	2015 – 2016	Rs.	90.21 Cr.	x	1.10	= Rs.	99.23 Cr.	2016 – 2017	Rs.	86.75 Cr.	x	1.05	= Rs.	91.09 Cr.	2017 – 2018	Rs.	65.21 Cr.	x	1.00	= Rs.	65.21 Cr.	<b>Total</b>	<b>Rs.</b>	<b>282.40 Cr.</b>	<b>-</b>		<b>Rs.</b>	<b>301.79 Cr.</b>
2013 – 2014	Rs.	0.00 Cr.	x	1.20	= Rs.	0.00 Cr.																																						
2014 – 2015	Rs.	40.23 Cr.	x	1.15	= Rs.	46.26 Cr.																																						
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2016 – 2017	Rs.	86.75 Cr.	x	1.05	= Rs.	91.09 Cr.																																						
2017 – 2018	Rs.	65.21 Cr.	x	1.00	= Rs.	65.21 Cr.																																						
<b>Total</b>	<b>Rs.</b>	<b>282.40 Cr.</b>	<b>-</b>		<b>Rs.</b>	<b>301.79 Cr.</b>																																						
Entity for which the project was constructed / developed	7	Constructora Sanjose S.A.																																										
Location		Raebarelli-Banda Road in the State of Uttar Pradesh																																										
Project cost	8	Rs. 292.76 Cr.																																										
Date of commencement of Project/ Contract		21-04-2014																																										
Date of completion/ commissioning	9	August 2018																																										
Equity Shareholding (with period during which equity was held)	10	100%																																										



*Raj*





# Aditya & Associates

Chartered Accountants

122, Mandakini Enclave, Alaknanda  
New Delhi – 110019  
T +91 11 40533990  
E-mail: [anvita@abgdelhi.com](mailto:anvita@abgdelhi.com)

### TO WHOMSOEVER IT MAY CONCERN

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s Centrodorstroy India Pvt. Ltd. B-94, Okhla Industrial Area, Phase – II, New Delhi – 110020 was engaged by Constructora Sanjose S.A. to execute Construction of Raebareli Banda Section of NH-232 in the state of Uttar Pradesh. The construction of the project commenced on 21<sup>st</sup> April 2014 and the project is likely to be commissioned in August, 2018. It is certified that M/s Centrodorstroy India Pvt. Ltd. received payments from its client for construction work executed by them, in the aforesaid construction work.

We further certify that the total estimated capital cost of the project is Rs. 292.76 crore (Rupees Two Hundred Ninety Two Crore and Seventy Six Lacs Only), of which M/s Centrodorstroy India Pvt. Ltd. received Rs. 282.40 crore (Rupees Two Hundred Eighty Two Crores and Forty Lacs Only), in terms of Clauses 2.2.2.5 and 2.2.2.6 (ii) of the RFP, during the past five financial years as per year-wise details noted below:

S. No.	Financial Year	Amount (Rs. in Crores)
1	2013-14	-
2	2014-15	40.23
3	2015-16	90.21
4	2016-17	86.75
5	2017-18	65.21
	<b>Total</b>	<b>282.40</b>

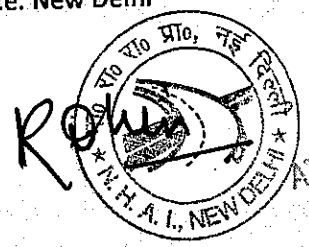
For Aditya & Associates  
Chartered Accountants  
Firm Regn No. 018/2015



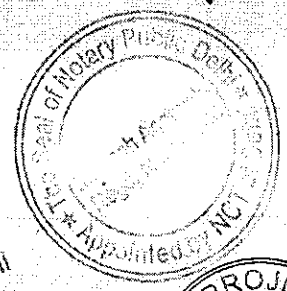
*Anvita*

Anvita  
(Partner)  
M.No.- 516963

Date: 13.06.2018  
Place: New Delhi



ATTESTED COPY  
*[Signature]*  
Notary Public Delhi



*Raspak*





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
(एक एजेंसी और एजेंसी संरक्षित)  
National Highways Authority of India

(Ministry of Road Transport and Highways)  
के-5 एन 8, सेक्टर-10, द्वारका, नई दिल्ली - 110 075  
K-5 & 8, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone: 01-11-25074180/2507-4200  
फैक्स / Fax: 01-11-25090907 / 25090914  
एच. / E-mail: 2223 / 2316 / 2406 / 2553

No. GM(T)UP/NHDP JVR-B of NH-232/2011/48772

Dated: 10.02.2014

To,

M/s Constructora Sanjose S.A.  
Unit 609, Global Poyor Building,  
Golf Course Road,  
Sector-43, Gurgaon - 122 002,  
Haryana  
Telephone # +91 124 2970272  
E-mail: sanjose@sanjoseindia.com  
Fax # +91 124 4008237

Attention: Gurnal Singh Gehlot, Tender Manager

Sub: Upgradation of Raebareilly-Banda Section of NH-232 to 2-lane with paved shoulders of NH-232 in the State of Uttar Pradesh on EPC mode-Letter of Award (LoA).

Ref: (i) Bid submitted by the firm on 01.08.2013  
(ii) Your letter dated 20.11.2013  
(iii) Your letter dated 13.01.2014

Sir,

This is to notify that your bid submitted for the project of "up-gradation of Raebareilly-Banda section of NH-232 to 2-lane with paved shoulders of NH-232 in the State of Uttar Pradesh on EPC mode", is hereby accepted by NHAI for the contract price of Rs 4,24,29,00,000/- (Rs four hundred twenty four crore twenty nine lacs only) and declaring you a "Selected Bidder".

2. In accordance with the Clause 3.3.5 of the RFP document (Volume-I) you are requested to sign the duplicate copy of the LOA and return the same to your acknowledgement within 7 (Seven) days of receipt of LOA. Thereafter, you are required to execute the Contract Agreement within 15 (Fifteen) days from the date of issue of LOA as specified in Clause 11.3 of RFP (Volume-I). It is also requested to deliver a legal opinion from your legal counsel with respect to your authority to enter into Contract Agreement and the enforceability of the provision thereof, within 10 (Ten) days of issue of this LOA.

3. Further, as per RFP documents, the Contractor for due and faithful performance of its obligations during the Construction Period as well as Defects Liability Period shall furnish a Performance Security by way of an irrevocable and unconditional Bank Cheque of Rs 31,82,17,500/- (Rs thirty one crore eighty two lacs seventeen thousand and five hundred only) within 10 day from the date of signing of the Contract Agreement. The performance Security shall be valid until 60 (sixty) days after the Defects Liability Period (refer Clauses of Article-7 of RFP-Vol-II).

Continued-1

Handwritten signatures and stamps including:  
- Stamp: N.H.A.I., NEW DELHI  
- Stamp: CENTROPORSTROY (INDIA) PVT. LTD. B-94, Okhla-II New Delhi-20  
- Stamp: GDS INFRA PROJECT PVT LTD B-94, Okhla-II New Delhi-20  
- Stamp: ATTESTED PHOTO COPY  
- Stamp: Ministry Public Delhi

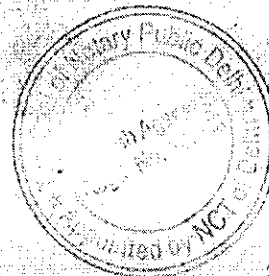
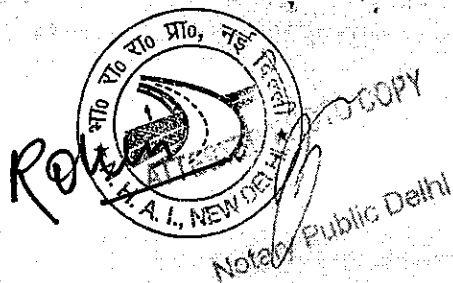
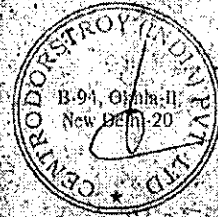
4. Further, NHAI vide its Policy Circular No. 128/2013 dated 27.11.2013 (copy enclosed) notified changes in BQ operation and bidding guidelines. Also, NHAI vide its policy circular No. 13030/09/2008-vlg dated 28.01.2013 (copy enclosed) notified adoption of Integrity pact for NHAI's projects. You are requested to accord your acceptance to include aforesaid provisions as part of Contract Agreement, as this would be condition for accepting the LOA.

5. You are required to comply with the above and all the terms and conditions set forth in the R/Q and the RFP documents. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

Yours faithfully,

  
 (J. K. Goyal) (10/5/17)  
 General Manager (T) UP

Enclosure: As stated above.



*Carpak*





Ref : GSA/RB/020414

Dated : 15.04.2014

To  
Mr. C. M. Dwivedi  
Project Director UP  
PWJ (National Highways Authority of India)  
Raebareilly - 229001 (UP)

Sub: Appointment of CDS India Pvt. Ltd. as subcontractor on the Project for Upgradation of Raebareilly - Banda Section of NH 232 to 2 lane with paved shoulders of NH 232 in the state of Uttar Pradesh on EPC mode.

Dear Sir,

Point-wise reply to queries raised by you is as under -

1. We intend to award 69% of the Project length to CDS India, details of which have been provided to you vide our letter # GSA/RB/020414 dated 25<sup>th</sup> Mar 14. The length of sub-contracting to CDS India is within the maximum limit of 70% length of sub-contracting allowed under Clause 3.2.1. No doubt, the value of sub-contracting works shall be more than 5% of Contract Price, and therefore stipulations of Clause 3.2.2 shall apply.

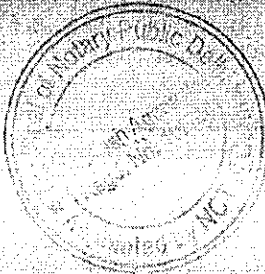
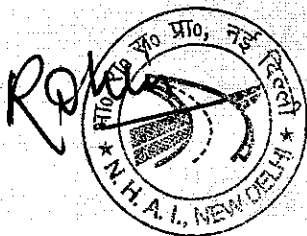
As detailed in our letter referred above, CDS India has been executing works of National Importance for several years in India. NHA should have no objection in placement of CDS India as a sub-contractor on the Project with national security and public interest perspective.

We are in the process of carrying out detailed engineering for the whole Project. In absence of this, we cannot accurately estimate the value of work which shall be awarded to CDS India. However, assuming the Contract Price of Rs 424.29 Cr. for 100% length, the CDS India shall be awarded a proportionate work of Rs 424.29 Cr. x 69% = Rs 292.76 Cr.

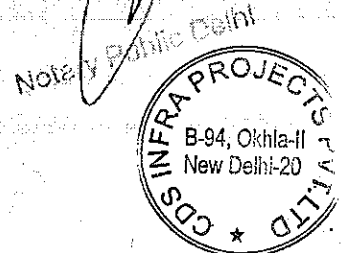
2. We enclose herewith "Letter of Award" and "Completion Certificate" for a work of similar nature undertaken by CDS India during last three years. The total gross value of work done by CDS India for this Project is Rs 224.35 Cr. The confirmed capability of CDS India is a sub-contractor under Clause 3.2.3 of the EPC Agreement of having undertaken a work of similar nature of value exceeding 40% of Rs 292.76 Cr.

We are also enclosing herewith detailed Company Profile of CDS India (together with CA's certificates, Balance sheets, Registration certificates etc.) for your kind consideration. You

Registered Office (Spain) - Rosalia de Castro, 44, Portavella, Spain  
Corporate Office (India) - Unit 602, Global Foyes Building, Golf Course Road, Sec-43, Gurgaon  
122002, Haryana. Ph: 91 124 4570772, Fax: 91 124 4068237 www.gruposanjose.es



Handwritten signature 'Lopale' and 'COPY' stamp







are requested to consider the above and provide approval to appointment of CDS India as sub-contractor on the Project.

We restate that we shall, at all times, be responsible and liable of all obligations under the EPC Agreement notwithstanding appointment of CDS India as sub-contractor on the Project.

Thanks and Regards,

Yours faithfully,

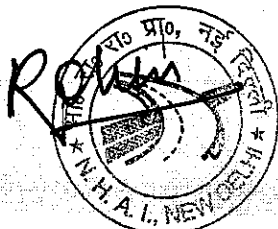
For & on behalf of Constructora San Jose, S.A.,

Juan Carlos Cardel  
(Authorized Signatory)

End: As stated

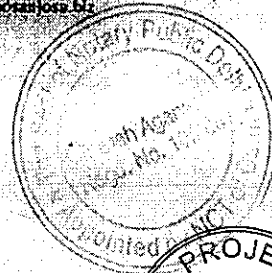


Registered Office (Spain) - Rosalba de Castro, 44, Pozoblanco, Spain  
Corporate Office (India) - Unit 602, Global Foyer Building, G-9, Darya Road, Sec-43, Gurgaon-122002, Haryana. Ph: 91 124 4970272, Fax: 91 124 9009237 www.gruposanjose.es



ATTESTED PHOTO COPY

Notary Public Delhi



Copy





**भारतीय राष्ट्रीय राजमार्ग प्राधिकरण**  
 (राष्ट्रीय परिवहन और राजमार्ग विभाग)  
**National Highways Authority of India**  
 (Ministry of Road Transport and Highways)  
 पी-5 एफ 8, सेक्टर-10, द्वारका, नई दिल्ली-110075  
 G-5 & 8, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 01-11-23074108/2307-0260  
 फ़ैक्स / Fax : 01-11-23080267 / 23080354

No. GM(T)UP/NHDP IV/R-B of NH-232/2011/58618

Dated: 26.06.2014

To,  
 The Chief General Manage-cum-Regional Officer,  
 National Highways Authority of India,  
 3/248, Vishal Khand,  
 Connaught Nagar,  
 Lucknow-226 010  
 Fax No.-0522-2391297

Sub: Upgradation of Raebareilly-Banda Section of NH-232 to 2-lane with paved shoulders of NH-232 in the State of Uttar Pradesh on EPC mode-proposal for sub-contracts regarding,

Ref: Your letter No. 15025/1/RO/Lko/2010/23387 dated 07.05.2014.

Sr,  
 Please refer to your letter cited under reference forwarding therewith, with your recommendation, proposal submitted by the Contractor M/s Constructora Sanjose S. A. to sub-contract the above mentioned project work to the tune of 69% of project length to M/s Centrodorstroy (India) Private Limited.

2. Based on your recommendation to the proposal of sub-contract the 69% of the project length to M/s Centrodorstroy (India) Private Limited by the Contractor M/s Constructora Sanjose S. A. the Competent Authority has granted approval to the proposal subject to condition that all obligations and liabilities under the Contract Agreement for the entire project Highway shall at all times remain with the Contractor and the Contractor shall at all times be responsible and liable for all its obligations under the Contract Agreement notwithstanding anything contained in the agreement with its sub-contractor M/s Centrodorstroy (India) Private Limited and no default under any such agreement shall excuse the Contractor from its obligations or liability hereunder.

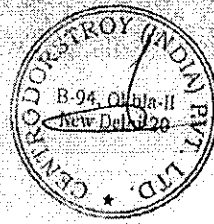
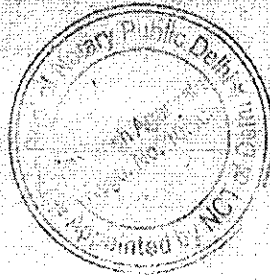
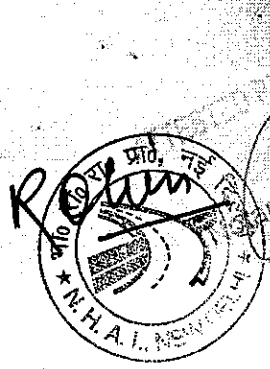
3. The contractor (M/s Constructora Sanjose S. A.) shall remain responsible for acts and deeds of sub-contractor and in respect of Documents/information submitted by M/s Centrodorstroy (India) Private Limited in this regard.

4. This is without prejudice to rights and contention of NHAL.

Yours faithfully,

*[Signature]*  
 General Manager (T) UP

Copy to: 1. The Project Director, PIU Raebareilly.  
 2. M/s Constructora Sanjose S. A.



*[Handwritten signature]*

## ANNEXURE – IV

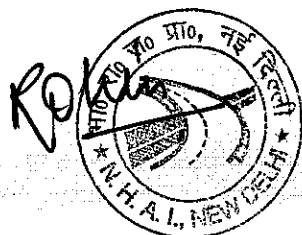
## Details of Eligible Projects

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

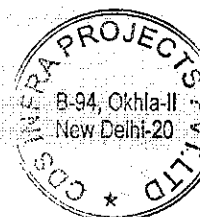
Project Code: D

Entity: Self/Members: Self

Item	Refer Instruction	Particulars of the project
(1)	(2)	(3)
Title and nature of the project		Improvement/Strengthening of Roads in District- Udham Singh Nagar, Contract Package No.1 Phase-III in the state of Uttarakhand.
Category	5	3
		2013 – 2014    Rs.    8.30 Cr.    x    1.20    = Rs.    9.96 Cr. 2014 – 2015    Rs.    5.45 Cr.    x    1.15    = Rs.    6.27 Cr. 2015 – 2016    Rs.    27.12 Cr.    x    1.10    = Rs.    29.83 Cr. 2016 – 2017    Rs.    37.78 Cr.    x    1.05    = Rs.    39.67 Cr. 2017 – 2018    Rs.    38.35 Cr.    x    1.00    = Rs.    38.35 Cr. <b>Total</b> <b>Rs. 117.00 Cr.</b> - <b>Rs. 124.08 Cr.</b>
Entity for which the project was constructed / developed	7	PWD, Uttarakhand
Location		Udham Singh Nagar in Uttarakhand
Project cost	8	Rs. 163.13 Cr.
Date of commencement of Project/ Contract		05-03-2014
Date of completion/ commissioning	9	August 2018
Equity Shareholding (with period during which equity was held)	10	100%



*Rajendra*



# Aditya & Associates

Chartered Accountants



122, Mandakini Enclave, Alaknanda  
New Delhi – 110019  
T +91 11 40533990  
E-mail: anvita@abgdelhi.com

## TO WHOMSOEVER IT MAY CONCERN

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s Centrodorstroy India Pvt. Ltd. B-94, Okhla Industrial Area, Phase – II, New Delhi – 110020 was engaged by PWD Uttarakhnad to execute Improvement /Strengthening of roads in District- Udham Singh Nagar Contract Package no.1 Phase- III in the state of Uttarakhnad. The construction of the project commenced on 05<sup>th</sup> March 2014 and is likely to be commissioned in August 2018. It is certified that M/s Centrodorstroy India Pvt. Ltd. received payments from its client for construction work executed by them, in the aforesaid construction work.

We further certify that the total estimated capital cost of the project is Rs. 163.13 crore (Rupees One Hundred Sixty Three Crore and Thirteen Lacs Only), of which M/s Centrodorstroy India Pvt. Ltd. received Rs. 117.00 crore (Rupees One Hundred Seventeen Crore Only), in terms of Clauses 2.2.2.5 and 2.2.2.6 (ii) of the RFP, during the past five financial years as per year-wise details noted below:

S. No.	Financial Year	Amount (Rs. In Crores)
1	2013-14	8.30
2	2014-15	5.45
3	2015-16	27.12
4	2016-17	37.78
5	2017-18	38.35
	<b>Total</b>	<b>117.00</b>

It is further certified that the receipts indicated above are restricted to the share of M/s Centrodorstroy India Pvt. Ltd. who undertook these works as a partner or a member of joint venture.

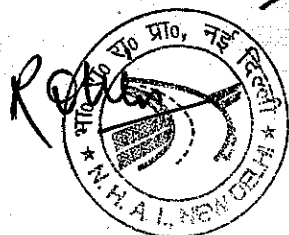
We further certify that M/s Centrodorstroy India Pvt. Ltd. has a share of 75% in the joint venture.

Date: 13.06.2018  
Place: New Delhi

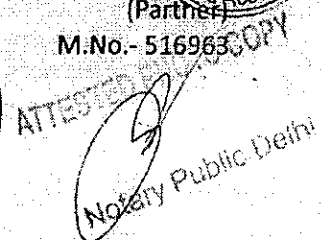
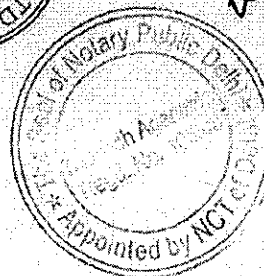
For Aditya & Associates  
Chartered Accountants  
Firm Regn No 003436A

Anvita Rawar  
(Partner)

M.No.- 516963



*lapak*





Ph. No. & Fax No. 05944-234165  
E-mail- adbbpiurudrapur@gmail.com

कार्यालय अधिशासी अभियन्ता  
निर्माण खण्ड (ए०डी०बी०)  
लोक निर्माण विभाग, रुद्रपुर (ऊधमसिंह नगर)

मकानसं०1 / 342,  
लो०नि०वि०  
फूलबाग, पन्तनगर,

पत्रांक:- 37/10 सी०-1  
सेवा में,

दिनांक:- 25/01/2018

परियोजना निवेत्ता, प्रव-धर अज  
M/S ZEL.-CDS (JV), Plot No 317,  
1st Floor, Phase-9 Mohali -160062।

विषय:- Improvement /Strengthening of roads in District Udham Singh Nagar Contract Package No 01 Phase III - Regarding Taking over Certificate of sections named as Bazpur Bariya Daulat Sections I-B (km 2+500 to 3+100) & Sardar Nagar Bannakhara Form Ch. 0+000 to 26+881 .

सन्दर्भ :- परियोजना निदेशक/मुख्य अभियन्ता पी०एम०यू०, ए०डी०बी०, (सडक), लो०नि०वि० देहरादून का अनुमोदन पत्रांक 77/65(01) पी०एम०यू०, ए०डी०बी० (सडक)/2017 दिनांक 18.01.2018।

महोदय,

उपरोक्त विषयक, सन्दर्भित के द्वारा जनपद ऊधमसिंह नगर Contract पैकेज सं०-1 Supplemantry Agreement being an Addendum No. 4 & 5 Contract Agreement No. 14/PI/PMU/ADB/2014 Dated 18-02-2014 के द्वारा सरदारनगर-बन्नाखेडा के चैनेज 0+000 to 26+881 व बाजपुर-बेरियादौलत मोटर मार्ग के चैनेज 2+864 में 01 नं० सेतु (Span 4X15=60 Mtr.) एवं सिविल कार्य पूर्ण होने के उपरान्त गठित अनुबन्ध के क्लॉज संख्या-10.1 (जी०सी०सी०) के तहत दिनांक 31.12.2017 में मार्ग हस्तान्तरण प्रमाण पत्र (Taking over Certificate) निर्गत करने का अनुमोदन दिया गया है।

अतः उपरोक्त मार्गों का दिनांक 31.12.2017 में गठित अनुबन्ध के क्लॉज संख्या-10.1 (जी०सी०सी०) के तहत हस्तान्तरण प्रमाण पत्र (Taking over Certificate) आपको निर्गत किया जाता है।

संलग्न:- हस्तान्तरण प्रमाण पत्र (Taking over Certificate)

(ई० अशोक कुमार)

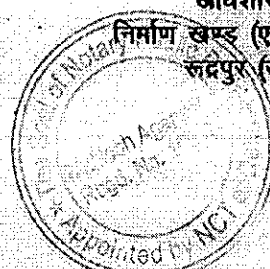
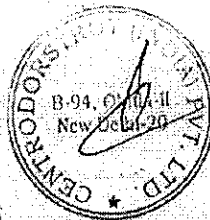
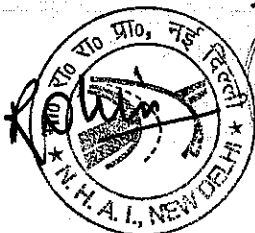
अधिशासी अभियन्ता  
निर्माण खण्ड (ए०डी०बी०), लो०नि०वि०,  
रुद्रपुर (ऊधमसिंह नगर)

पत्रांक:- /10 सी०-1

दिनांक:- /01/2018

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यावाही हेतु प्रेषित।

1. परियोजना निदेशक/मुख्य अभियन्ता पी०एम०यू०, (सडक) ए०डी०बी०, लो०नि०वि०, देहरादून।
2. अधीक्षण अभियन्ता, ए०डी०बी० वृत्त, लो०नि०वि०, पिथौरागढ़।



अधिशासी अभियन्ता  
निर्माण खण्ड (ए०डी०बी०), लो०नि०वि०,  
रुद्रपुर (ऊधमसिंह नगर)

Noted Public Delhi

**Government of Uttarakhand  
(Public Works Department)**

**Uttarakhand State Road Improvement Programme (USRIP)-Phase III: Construction of Road Sections from  
Km 0+000 to Km 26+881 (Sardar Nagar Banna Khara Road)  
Km 2+500 to Km 3+100 (Bridge & its approaches) on Bazpur Beria Daulat Road  
Contract Agreement No. 14/PD/PMU/ADB/2014 dated 18.02.2014**

**TAKING OVER CERTIFICATE OF SECTIONS OF THE WORKS**

**Km 0+000 to Km 26+881 (Sardar Nagar Banna Khara Road)  
Km 2+500 to Km 3+100 (Bridge & its approaches) on Bazpur Beria Daulat Road**

Contract Start Date (Addendum 4 & 5)	02 March 2017 & 21 March 2017
Contract Period (Addendum 4 & 5)	305 days & 286 days
Date of Completion (Addendum 4 & 5)	31 Dec 2017
Date of Completion of Defect Notification Period	31 Dec 2018
Revised Contract Price	INR 163,13,04,113.00
Contractor:	M/s. ZEL- CDS(JV). Plot No. 517, First Floor, Phase -9, Industrial Area, Mohali-160062



Employer	The Project Director/Chief Engineer, Project Management Unit, ADB, PWD, Government of Uttarakhand Dehradun
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Supervision Consultant	Head Office AECOM Asia Company Ltd. 3rd Floor, Building no.-8, Tower-A, DLF Cyber Citi, DLF Phase 2, Gurgaon, 122002
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AECOM Asia Company Limited in association with AECOM India, BCI Associates Limited & Sterling Indo Tech Consultants Private Limited

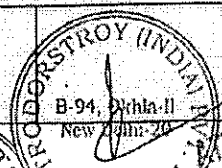
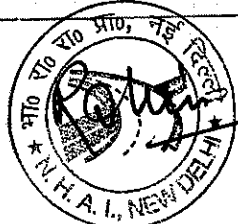
Pursuant to Sub-Clause 10.1 in conjunction with Clause 9 of GCC, the date of issue of Taking Over Certificate for Sections of the Works, i.e. Km 0+000 to Km 26+881 (Sardar Nagar Banna Khara Road) and Bridge Portion & its Approaches Km 2+500 to Km 3+100, is determined 31 Dec, 2017. The commencement and expiry dates of Defects Liability Period, pursuant to Sub-clause 1.1.3.7 and 11.1 are as under.

Sl no.	Description	Date of Completion	Date of issuance of Taking Over Certificate	Defect Liability period	
				Commences on	Expires on
1	Sardar Nagar Banna Khara Road	31 Dec 2017	25 Jan 2018	01 Jan 2018	31 Dec 2018
2	Bazpur Beria Daulat Bridge & its Approaches	31 Dec 2017	25 Jan 2018	01 Jan 2018	31 Dec 2018

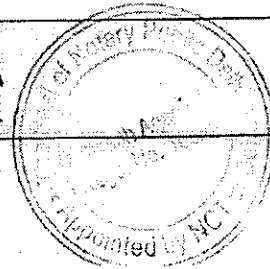
**Notes:**  
1. Attachments  
(a) Contractor's letter for taking over certificate under clause 10.1  
2. All other contract conditions will continue to apply.

Date of Issue..... 25/01/18

Ashok Kumar  
Executive Engineer



*(Signature)*  
Notary Public, Delhi







**Table-1: Summary of Sections of the Works**

Section Number	Section Name/Description (Sub Clause 1.1.5.6)	Time for Completion (Sub Clause 1.1.3.3) With effect from the date of commencement	Damages for Delay (Sub Clause 8.7)
1	Bajpur-Berladaulat	900 days	0.05% of the Final Contract Price excluding the cost of the Performance Based Maintenance of the Section per day in the currencies and proportions in which the Contract Price is payable. This is subject to maximum of 10% of the Final Contract Price excluding the cost of Performance Based Maintenance of the Section
2	Rampukazi-Beria-Daulat	900 days	
3	Bajpur Inspection House	900 days	
4	Hawana-Birha-Bhaisiya Chakarpur Janglat Chauki	900 days	
5	Bjhkheri-Inamkarakajpura	900 days	
6	Keshowala tp Belpdav	900 days	
7	Raheta-Singhali	900 days	

Whereas, total length of Section-I i.e. Bajpur-Berladaulat is 7.694 Kms whose stipulated date of completion as per Addendum No-2 was 20.8.2016. However, further extension of time for the completion of Section-I was granted to the Contractor up to 31.12.2016 by the Employer vide letter no 1449/85(I) PMU (USRIP-3) dated 26.9.2016.

Whereas, the Contractor vide his letter no ZEL-CDS/UK/C-I/554 dated 14.12.2016 notified to the Engineer that the work of Section-I has been substantially completed except 30 meters long Bridge at Km 2.864. However, no Taking over Certificate for the completion of Section-I could be issued because the construction of 30 meters long bridge at Km 2.864 being the part of the Section-I had not been completed by the Contractor due to reasons beyond his control and therefore, the issue of Taking Over Certificate for the completion of Section-I as on 31.12.2016 was held in abeyance. However, the Engineer has verified and certified that the Contractor has completed the work of Section-I up to 31.12.2016 excluding the construction of 30 meters long bridge.

Whereas, the length of proposed 30 meters long bridge with 2 spans of 15 meters each at Km 2.863 was found inadequate and insufficient considering the wide width of channel at this location as well as considering the fact that existing length of Railway Bridge on downstream side of this proposed bridge is 60 meters long having 5 spans of 12 meters each. Furthermore, open foundations for this proposed bridge is provided in the scope of work which is not feasible at this location due to poor soil conditions. Furthermore, the height

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 Public Delhi
   
 85
   
 B-94, Okhla-II, New Delhi-20





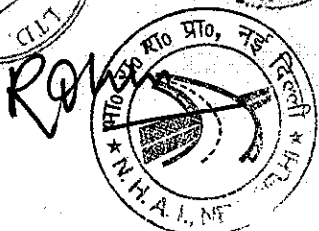
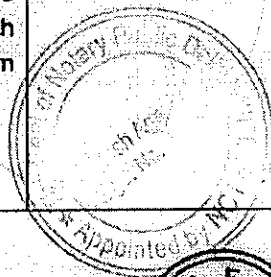
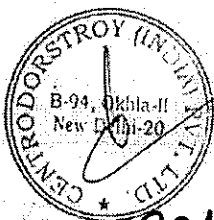
of proposed bridge has also been found less as compared to the height of existing Railway Bridge

**Whereas**, it has been proposed by the DPR Consultant i.e. M/s SMEC India to increase the length of the proposed bridge as well as change the type of foundations from Open Foundations to Pile Foundations. However, M/s AECOM Asia Company Limited, the Supervision Consultant for this work through letter no CSC2/TLC-I/CON/2017/1132 dated 3.1.2017 has recommended for the execution of an Addendum to the Contract for the execution of bridge at Km 2.864 with modifications under separate Sub Section with different time for completion.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Employer and the Contractor agree to the following stipulations through the execution of "Addendum No 4" to the Contract dated 18.2.2014 as follows:-

- 1 Section-I i.e. Bajpur-Beriadaulat is bifurcated into two sections as per Table-1, Summary of Sections of the Works as per Part-A- Contract Data and Addendum No-2 and modified as under:-

Section Number	Section Name/Description ( Sub Clause 1.1.5.6)	Time for Completion ( Sub Clause 1.1.3.3) With effect from the date of commencement	Damages for Delay ( Sub Clause 8.7)
Section-1 A	Bajpur-Beriadaulat from Km 0.000 to Km 2.500 and from Km 3.100 to Km 7.694 (Total Length=7.294 Kms	Extended up to 31.12.2016	0.05% of the Final Contract Price excluding the cost of the Performance Based Maintenance of the Section per day in the currencies and proportions in which the Contract Price is payable. This is subject to maximum of 10% of the Final Contract Price excluding the cost of Performance Based Maintenance of the Section
Section-1 B	60 meters long Bridge with 4 spans of 15 meters each along with approaches from Km 2.500 to Km 3.100	31.12.2017	0.05% of total value of proposed bridge with modified design per day. This is subject to maximum of 10% of the Final Contract Price excluding the cost of Performance Based Maintenance of the Section

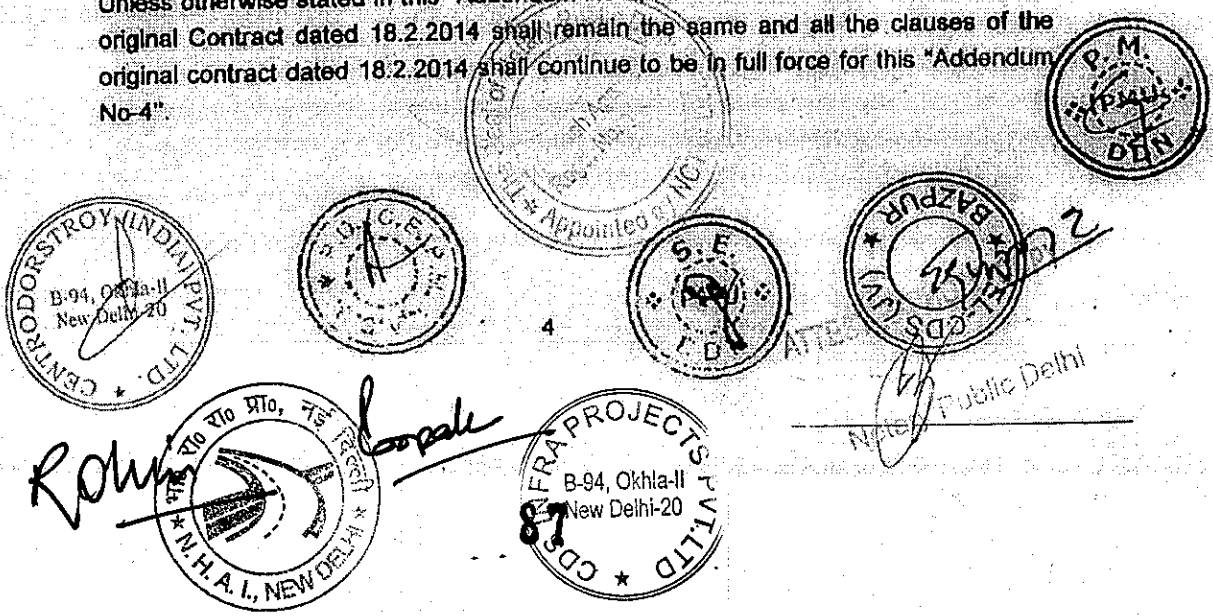


ATTESTED BY  
Notary Public, Delhi





2. The Contractor vide his letter no ZEL-CDS/UK/C-I/554 dated 14.12.2016 notified to the Engineer that the work of Section-I has been substantially completed except 30 meters long Bridge at Km 2.864. However, no Taking over Certificate for the completion of Section-I could be issued because the construction of 30 meters long bridge at Km 2.864 being the part of the Section-I could not be completed by the Contractor due to reasons beyond his control and therefore, the issue of Taking Over Certificate for the completion of Section-I as on 31.12.2016 was held in abeyance till the execution of this Addendum for the bifurcation of Section-I into two Sub Sections within Section-I. With the execution of this Addendum, Taking over Certificate for the completion of Section-I A shall be issued by the Engineer showing deemed completion of this Section-1A as on 31.12.2016.
3. Scope of construction of proposed Bridge at Km 2.864 is hereby modified as under:-
  - (a) Proposed Bridge shall be 60 meters long with 4 spans of 15 meters each.
  - (b) Proposed bridge shall be provided with Pile Foundations as per approved design.
  - (c) Other changes /modifications shall be as per revised Good for Construction drawing for the proposed bridge.
4. There will be some new items which are not included in the bill of Quantities provided in the Contract and therefore, no BOQ rates for those new items are available in the Contract. It has been agreed by both the parties that rates of new items shall be determined as per provisions of Clause 12.3 of General Conditions of Contract.
5. The Contractor shall not be entitled for any additional cost or any associated cost due to any reasons whatsoever for carrying out the work as per revised scope of work The Contractor shall neither raise any claim for additional cost/associated cost or prolongation cost due to any reasons whatsoever in respect of changes made through the execution of Addendum No-4 nor will go in for any litigation in respect of this contract in any forum i.e. in DRB, Arbitration or Court of law this account.
6. Both the parties to the Contract hereby affirm and indemnify the other party of any action, complaint or claim due to modification through the execution of this Addendum and both the parties to the Contract further waive and relinquish their right to raise any claim against the other party to the Contract on account of execution of this Addendum.
7. **Validity of all contract clauses**  
 Unless otherwise stated in this "Addendum No-4, all other terms and conditions of the original Contract dated 18.2.2014 shall remain the same and all the clauses of the original contract dated 18.2.2014 shall continue to be in full force for this "Addendum No-4".





IN WITNESS WHEREOF, the Parties hereto have caused this "Addendum No-4" executed on the day and year first before written.

Signed, sealed and delivered by the said Employer and the Contractor.

FOR AND ON BEHALF OF  
(Project Director/Chief Engineer Level-1,  
PIU, ADB, Dehradun)  
Employer

FOR AND ON BEHALF OF  
(ZEL-CDS JV)  
(Contractor)

By [Signature]  
Name :- Sharan Kumar  
Project Director/Chief Engineer  
Witness



By [Signature]  
Name :- Chandan Kumar  
Witness

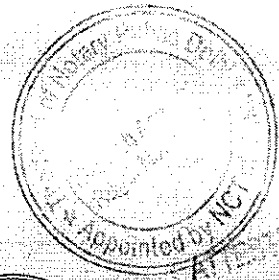


In the presence of  
[Signature]  
(Sanjay P. Saha)  
Executive Engg. PMU,  
ADB, Dehradun.

In the presence of  
[Signature]  
ALOK K ASSARWAL  
Vice President, CDS IPL



[Signature] 5



ATTACHED COPY  
[Signature]  
New Delhi



उत्तराखण्ड UTTARAKHAND

M 926227

**Supplementary Agreement being Addendum No-5 to  
Contract Agreement No 14/PD/PMU/ADB/2014 dated  
18.2.2014**

This "Supplementary Agreement being an Addendum No-5" is made on this 30<sup>th</sup> day of March 2017 between Project Director/Chief Engineer, Project Management Unit, Asian Development Bank, Public Works Department, Government of Uttarakhand, Dehradun (herein after called "the Employer") of the one part and M/s ZEL-CDS (JV), SCO 232-233, 1st Floor, Sector-34-A, Chandigarh-160022 (hereinafter called "the Contractor") of the other part

WHEREAS, the Project Director/ Chief Engineer, Project Management Unit, Asian Development Bank, Public Works Department, Government of Uttarakhand, Dehradun (herein after called "the Employer") had executed a Contract on 18.2.2014 (Contract Agreement No. 14/PD/PMU/ADB/2014 dated 18.2.2014) with M/s ZEL-CDS ( JV), SCO 232-233, 1st Floor, Sector-34-A, Chandigarh-160022 (hereinafter called "the Contractor") for the work of Improvement and Strengthening of Roads under Package No. C-1 in Udham Singh Nagar District of Uttarakhand for "Accepted Contract Amount" of Rs. 109,39,09,532.50/- (hereinafter referred to as "Contract Package C-1").

AND WHEREAS, on the basis of Table-1, Summary of Sections of the Works below Part-A, Contract Data of the Contract Package C-1, there was provision of 11 sections comprising of one road in each section with different time periods for completion of these sections. However, as per Addendum No-2 dated 28.2.2015, Table-1, Summary of Sections of the Works below Part-A, Contract Data was deleted from the scope of work and substituted with

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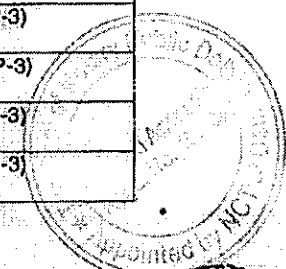
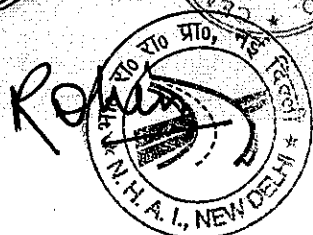
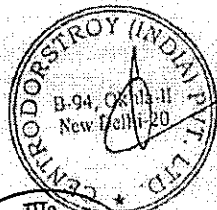
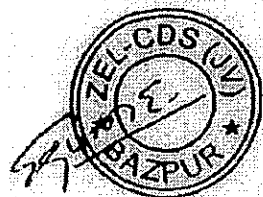
the following Table-1 showing the revised time for completion for each section as per summary of sections given below:-

Section Number	Section Name/Description ( Sub Clause 1.1.5.6)	Time for Completion ( Sub Clause 1.1.3.3) With effect from the date of commencement	Damages for Delay ( Sub Clause 8.7)
1	Bajpur-Beriadaulat	900 days	0.05% of the Final Contract Price excluding the cost of the Performance Based Maintenance of the Section per day in the currencies and proportions in which the Contract Price is payable. This is subject to maximum of 10% of the Final Contract Price excluding the cost of Performance Based Maintenance of the Section
2	Rampurkazi-Beria-Daulat	900 days	
3	Bajpur Inspection House	900 days	
4	Hawana-Birha-Bhalsiya Chakarpur Janglat Chauki	900 days	
5	Bhejkhari-Inamkarakajpura	900 days	
6	Keshowala to Belpdav	900 days	
7	Raheta-Singhall	900 days	

WHEREAS, on account of substantial change in the scope of work and also due to introduction of revised design, the Priced Bill of Quantities as appended in the Contract Package C-1 Indicating the "Accepted Contract Amount" as Rs.109,39,09,532.50 was modified to Rs.109,25,64,230.00 through the execution of Addendum No.2 dated 28.2.2015 in accordance with the provision of Clause 1.1.4.2 of General Conditions of Contract of the of the Contract Package C-1 thereby revising the Contract Price to Rs.109,25,64,230.00.

WHEREAS, stipulated time for completion of all the sections was revised to 900 days from the date of commencement of work through the execution of Addendum No.2 dated 28.2.2015 i.e. up to 20.8.2016 but the Contractor could not complete the work of all the sections up to the revised time for completion of work due to reasons beyond the control of the Contractor with the result that as per claim/ request of the Contractor, extension of time for the completion of following sections was granted by the Employer as under :-

Sr No	Name of Section	Extension of time granted up to	Extension of time granted by the Employer vide letter no
1	Bajpur-Beriadaulat	31.12.2016	1449/65(1)PMU(USRIP-3) dated 26.9.2016
2	Rampurkazi-Beria-Daulat	31.03.2017	1442/65(1) PMU(USRIP-3) dated 26.9.2016
3	Bajpur Inspection House	31.12.2016	1446/65(1) PMU(USRIP-3) dated 26.9.2016
4	Hawana-Birha-Bhalsiya Chakarpur Janglat Chauki	31.03.2017	1442/65(1) PMU(USRIP-3) dated 26.9.2016
5	Bhejkhari-Inamkarakajpura	31.01.2017	1444/65(1) PMU(USRIP-3) dated 26.09.2016
6	Keshowala to Belpdav	31.12.2016	1440/65(1) PMU(USRIP-3) dated 26.9.2016
7	Raheta-Singhall	31.03.2017	1441/65(1) PMU(USRIP-3) dated 26.9.2016

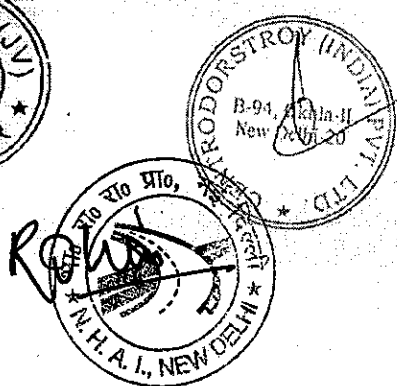


WHEREAS, the modified "Accepted Contract Amount" after the execution of Addendum No.2 dated 28.2.2015 was Rs.109,25,64,230.00 but total five Variation Orders have already been issued to the Contractor and therefore, the latest Contract Price of the Contract Package C-1 after the issue of five Variation Orders is Rs.126,17,82,187.00 as per details given below:-

Sr No	Variation No.	Description of Variation Order	Amount of VO (Rs.)	Issued by Engineer vide letter no	Revised Contract Price after issue of Variation Order (Rs.)
1	Variation No.1	Construction of rigid pavement on Bajpur to Beria Daulat Road km 0+000 to km 0+800	(+) 66,96,948	Letter no. CSC2/ RE/C-1/CON/ 2015/ 258 dated November 30, 2015	109,92,07,609.00
2	Variation No.2	RCC drain in place of PCC drain in all seven roads	(-) 11,056	Letter no. CSC2/ Engineer/C-1/ CON/2016/2 dated April 14, 2016	1,09,91,96,553.00
3	Variation No.3	Construction of cement concrete pavement in place of flexible pavement from chainage 0+000 to 0+250 - Rehta Singhall	(+) 21,38,170	Letter no. CSC2/ TL/C-1/ CON/ 2016/1104 dated November 19, 2016	110,13,34,723.00
4	Variation No.4	Replacement of Ordinary Road Marking Paint (BOQ Item no 9.61) by Thermoplastic Paint	(+) 42,00,630	Letter no. CSC2/ RE/C-1/CON /2016/449 dated December 23, 2016	110,55,35,353.00
5	Variation No.5	Variation due to Change of Drawing on Bridge at ch.2+884 on Bajpur Beria Daulat Road	(+) 15,62,46,834	Letter no. CSC2/ HO/C-1/CON/ 2017/115 dated 18.03.2017	126,17,82,187.00

WHEREAS, the Contractor has actually achieved 89.24% of progress up to the month of February, 2017 as compared to the modified Accepted Contract Amount of the Contract Package C-1 and the Contractor has promised to substantially complete the balance work up to the month of March, 2017 except the work of construction of Bridge at Km 2.864 on Bajpur Beria Daulat Road whose time for completion as per Addendum No.4 is 31.12.2017.

WHEREAS, the work of Uttarakhand State Road Investment Programme (USRIP) Phase-III - Improvement and Strengthening of Roads in Udham Nagar District of Uttarakhand - Contract Package C-2 was awarded by the Project Director, PMU, Public Works Department (ADB), to M/s MBL Infrastructure Ltd, New Delhi (hereinafter called "MBL") for Accepted Contract Amount of Rs.143,02,71,206/- as per Contract Agreement No.



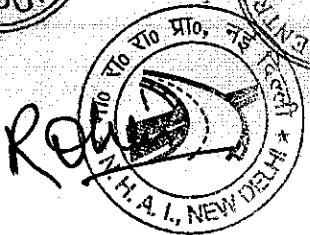
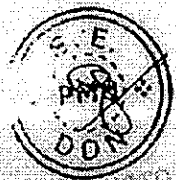
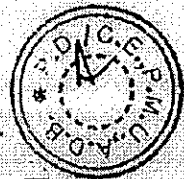
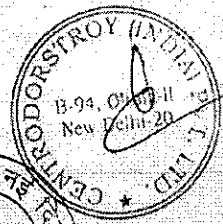
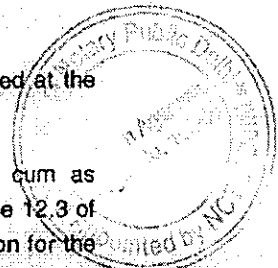
21/PD/PMU/ADB/2014 dated 18.9.2014 with the total time period of 900 days from the date of commencement. The date of commencement of this work was 18.10.2014 and accordingly, the stipulated date of completion of this work was 4.4.2017 having provision of 7 various sections (7 roads) with different dates of completion as given in Table 1 Summary of Sections provided in Part-A Contract Data pursuant to Sub-Clause 1.1.5.6 and 1.1.3.3 of GCC/PCC of the Contract Package C-2.

**WHEREAS** due to very poor rate of progress on the part of M/s MBL Infrastructure Ltd and his continued failure to expedite the progress of work along with his failure to correct other defaults, 14 days notice to terminate the Contract Package C-2 and expel MBL from the site in accordance with the provision of Clause 15.2 of General Conditions of Contract was issued by the Employer to MBL vide letter no. 223/65 C2 PMU dated 9.2.2017. After the expiry of 14 days notice to MBL, the termination of the Contract Package C-2 has become effective with effect from 24.2.2017 as notified to MBL vide letter no. 304/65(2) PMU (USRIP-3) dated 25.2.2017. Therefore, the contract for the work of Uttarakhand State Road Investment Programme (USRIP) Phase-III - Improvement and Strengthening of Roads in Udham Nagar District of Uttarakhand - Contract Package C-2 stands terminated as on 24.2.2017. Total value of work still to be executed in this contract for the completion of work is Rs.105,91,59,760/-

**WHEREAS**, M/s ZEL-CDS (JV) being the Contractor for the work of Improvement and Strengthening of Roads under Package No. C-1 in Udham Singh Nagar District of Uttarakhand working in the adjoining package/area has conveyed his expression of interest/offer of interest to the Project Director, ADB Projects vide his letter no. CDS-ZEL/Bazpur/16-17/9539 dated 26.2.2017 to carry out the balance work of "Sardamagar Bannakheda Motor Road at mutually agreed rates because they are fully mobilized and can execute the work within reasonable time.

**WHEREAS**, the overall value of identified/ specific balance work of Contract Package C-2 in respect of "Sardamagar Bannakheda Motor Road" (length 26.88 Km) which can be assigned to this Contractor valued at BOQ rates or approved rates of Contract Package C-2 works out to Rs.38,03,53,391/- but the overall value of this identified/specific balance work of "Sardamagar Bannakheda Motor Road" (length 26.88 Km) in Contract Package-C-2 valued at the BOQ rates of Contract Package C-1 and approved rates for Contract Package C-1 works out to Rs.36,95,21,926/- as per Supplementary Bill of Quantities which has been finalized after mutual discussion between the Contractor and the Employer in respect of all the rates with active participation of the Engineer as detailed below:-

- (i) All BOQ items which exist in the Contract Package C-1 have been valued at the BOQ rates of Contract Package C-1.
- (ii) New rate for the item of GSB has been fixed @ Rs 1,640.78 per cum as recommended by the Engineer in accordance with the provision of Clause 12.3 of General Conditions of Contract which has been considered in the valuation for the additional scope of work.



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- (iii) New item of Wet Mix Macadam (which did not exist in the Contract Package C-1) was introduced as a new item through the execution of Addendum No-2 and whose rate was fixed @ Rs 1,548/- per cum (offered rate under value engineering for the original scope of work) which was only meant for the execution of work under the original scope of work for Contract Package C-1.

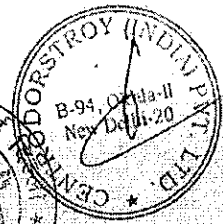
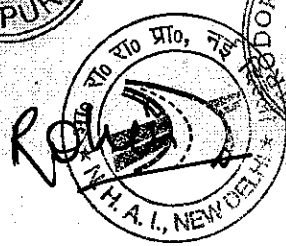
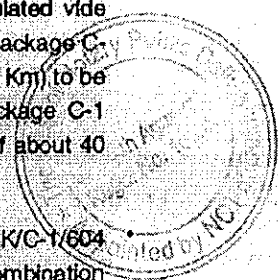
Although, the rate of Wet Mix Macadam (WMM) as per current Schedule of Rates for Uttarakhand Public Works Department is Rs 2,189/- per cum but this item has been priced/ valued @ Rs 1,778/- per cum (being the same rate made applicable for Contract Package C-3) for additional scope of work as per this Supplementary Agreement for the valuation of additional work.

- (iv) Due to change in the design and span arrangement of Bridge at Km 2.864 on Bajpur Beria Daulat Road in Contract Package C-1, a number of Non -BOQ items were involved for which no rate existed in the priced Bill of Quantities of Contract Package of C-1. Therefore, new rates for these items were derived/ determined by the Engineer in accordance with the provision of Clause 12.3 of General Conditions of Contract of the Contract Package C-1, strictly based on the current Schedule of Rates for Public Works Department for 2016-2017. These new rates were recommended by the Engineer to the Employer for seeking approval vide letter no. CSC2/RE/C-1/CLI/2017/479 dated 10.3.2017 in accordance with the provision of Clause 12.3 of General Conditions of Contract. Subsequently, rates of these Non-BOQ items were approved by the Employer and accordingly, the Engineer has notified to the Contractor about the fixation of new rates for these items vide letter no. CSC2/ HO/C-1/CON/2017/115 dated 18.03.2017.

Evidently, there is likelihood of saving in the cost to the extent of Rs.1,08,31,465/-, if this part balance work of "Sardamagar Bannakheda Motor Road" (length 26.88 Km) is entrusted to the Contractor of Contract Package C-1 at the same BOQ rates/ new approved rates of Contract Package C-1 and also at the same terms and conditions of Contract as provided in Contract Package No-1.

WHEREAS, this matter was also discussed in the meeting of Asian Development Bank, Resident Mission held on 19.1.2017 under the chairmanship of Hon'ble Chief Secretary to the Government of Uttarakhand and as per extract of minutes of meeting circulated vide letter no. 112/69 PMU dated 20.1.2017, it was decided that out of 7 roads under Package C-2, balance work of one road "Sardamagar Bannakheda Motor Road" (length 26.88 Km) to be allowed to the Contractor as an additional work to the adjoining Contract Package C-1 Roads. The Contractor for C-1 has the capacity to complete the balance works of about 40 crores.

WHEREAS, M/s ZEL-CDS (JV) has represented vide his letter no ZEL-CDS/UK/C-1/604 dated 21.03.2017 that Supplementary Bill of Quantities as per Schedule-A is a combination of BOQ items, RBM and Capping layer items approved through the execution of Addendum No 2 and the item of WMM taken from Contract Package C-3 and new approved rates of



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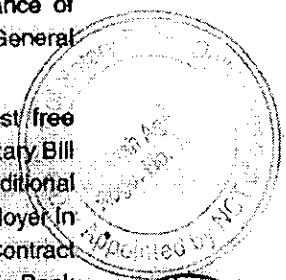
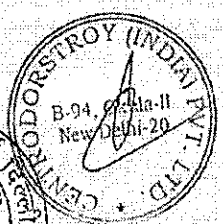
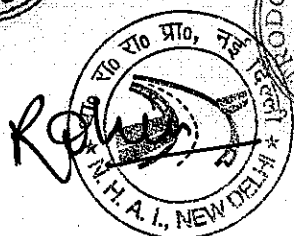
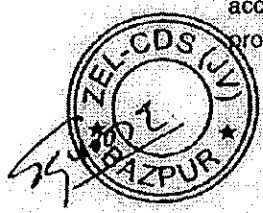


bridge items as per Variation Order No-5 as such the Contractor has proposed that all the rates provided in the Supplementary Bill of Quantities as per Schedule-A may be considered as fixed rates without any change in the rates due to any reasons whatsoever and no price adjustment may made be applicable in respect of these fixed rates for additional scope of work.

**AND WHEREAS,** M/s ZEL-CDS (JV), the Contractor of Contract Package C-1, has been found capable and eligible of executing the above said work of one road namely Sardamagar Bannakheda Motor Road of Contract Package No. C-2 with total value of Rs.36,95,21,926/-.

**NOW THEREFORE,** in consideration of the mutual covenants herein contained, the Employer and the Contractor agree to the following stipulations through the execution of "Supplementary Agreement as an Addendum No. 5" to the Contract dated 18.2.2014 (Contract Agreement No. 14/PD/PMU/ADB/2014 dated 18.2.2014) as follows:-

1. That, the balance work of Contract Package C-2 comprising specific one road for the construction of Sardamagar Bannakheda Motor Road (length 26.88 Km) with total value of Rs.36,95,21,926/- is hereby entrusted to the Contractor as an additional scope of work as Section-8 under Contract Package C-1, through the execution of this Supplementary Agreement as an Addendum No.5 as per Schedule-A being Supplementary Bill of Quantities appended with this Supplementary Agreement.
2. That, total updated contract price of Contract Package C-1 after the issue of last Variation Order No. 5 is Rs.126,17,82,187/-. Therefore, after the assigning of the above said additional work amounting to Rs.36,95,21,926/- to the Contractor through the execution of this Supplementary Agreement as an Addendum No.5, the Contract Price hereby stands revised from Rs.126,17,82,187/- to Rs.163,13,04,113/- in accordance with the provisions of Clause 14.1 of General Conditions of Contract of Contract Package C-1. This revised contract price of Rs.163,13,04,113/- is treated as revised Accepted Contract Amount and revised contract price which shall govern all the entitlements, obligations and liability of the Contractor in respect of any of the Clauses of the Contract of Contract Package C-1 till the same is further revised with the consent of both the Parties to the Contract.
3. That, the Contractor shall be liable to furnish additional Performance Security equivalent to 10% of the additional contract price as per Schedule - A being the Supplementary Bill of Quantities in accordance with the provision of Clause 4.2 of General Conditions of Contract of Contract Package C-1 subject to compliance of validity of Performance Security as per requirement of Clause 4.2 of General Conditions of Contract.
4. That, the Contractor shall be entitled for the payment of additional interest free advance equivalent to 10% of the amount as per Schedule-A being Supplementary Bill of Quantities of this Supplementary Agreement against furnishing of an unconditional Bank Guarantee of an equivalent amount from the Bank acceptable to the Employer. In accordance with the provision of Clause 14.2 of General Conditions of Contract provided, the Contractor has submitted the additional Performance Security. This Bank



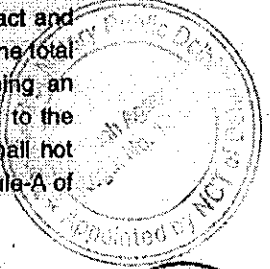
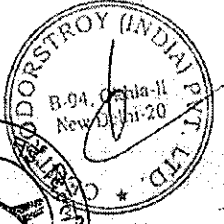
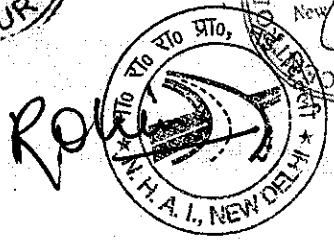
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Guarantee against advance payment shall be valid up to 31.12.2017. Recovery of this specific advance shall be made at the rate of 20% of the value of work done of additional scope as per Supplementary Bill of Quantities appended with this Supplementary Agreement, and claimed under each Interim Payment Certificate; the recovery of this additional advance shall commence from the next Interim Payment Certificate of the said additional work certified after the date of execution of this Supplementary Agreement. Similarly, the Contractor shall also be liable to furnish additional insurances for the additional work entrusted to the Contractor as per this Supplementary Agreement in accordance with the provision of Clause 18.1 to 18.4 of General Conditions of Contract of Contract Package C-1.

5. That, the Contractor shall be entitled for the payment of additional work assigned through the execution of this Supplementary Agreement at the rates and prices specified in Schedule-A being Supplementary Bill of Quantities of this Supplementary Agreement.
6. That, the additional work as per new scope of work through the execution of this Supplementary Agreement shall be treated as Section No.8 and the stipulated time for completion of this additional scope of work would be up to 31.12.2017.
7. That, the rates provided in Schedule-A -- Supplementary Bill of Quantities of this Supplementary Agreement assigned to the Contractor through this Supplementary Agreement Contractor are fixed rates and no price adjustment shall be applicable on these fixed rates. Therefore, provision of Clause 13.8 of General Conditions of Contract and Clause 13.8 of Part-B Specific Provisions shall not be applicable in respect of rates provided in Schedule-A -- Supplementary Bill of Quantities for the execution of additional scope of work assigned to the Contractor through the execution of this Supplementary Agreement.
8. That, the total measured/executed quantity of any BOQ item to be considered for the fixation of new rate due to increase in the quantity of any BOQ item beyond 25% of the BOQ quantity in accordance with the requirement of Clause 12.3 of General Conditions of Contract shall be, the total of BOQ quantity of any item provided in the Contract and the Supplementary Bill of Quantities provided in this Supplementary Agreement. Similarly, the revised contract price of Rs 163,13,04,113/- as per this Supplementary Agreement shall be considered for the operation of Clause 12.3 of General Conditions of Contract of Contract Package C-1.
9. That the Delay Damages for delay in the completion of additional work under Section-8 in accordance with the provision of Clause 8.7 of General Conditions of Contract and Part-A Contract Data of Contract Package C-1 shall be equivalent to 0.05% of the total value of work of this additional work as per Supplementary Agreement being an Addendum-5 for each day of delay in the completion of Section No.8, subject to the limit that total delay damages for delay in the completion of Section No.8 shall not exceed 10% of the total value of Supplementary Bill of Quantities as per Schedule-A of this Supplementary Agreement.




- 10. That the Contractor shall neither raise any claim for additional cost/associated cost or prolongation cost due to any reasons whatsoever in respect of works of additional scope entrusted to the Contractor through this Supplementary Agreement nor the Contractor will go in for any litigation in respect of this contract in any forum i.e. in DRB, Arbitration or Court of law on account of increase in the scope of work and prolongation of Contract period on this account.
- 11. That both the Parties to this Supplementary Agreement hereby affirm and indemnify the other Party of any action, complaint or claim due to modification/ increase in the scope of work or modification/increase in the value of "contract price" through the execution of this Supplementary Agreement. Both the parties to the Contract further waive and relinquish their right to raise any claim against the other party to the Contract on this account.
- 12. **Validity of all contract clauses**  
Unless otherwise stated in this "Addendum No.5, all other terms and conditions of the original Contract dated 18.2.2014 shall remain the same and all the clauses of the original contract dated 18.2.2014 shall continue to be in full force for this "Addendum No-5".

IN WITNESS WHEREOF, the Parties hereto have caused this "Addendum No.5" executed on the day and year first before written.



Signed, sealed and delivered by the said Employer and the Contractor.


FOR AND ON BEHALF OF  
(Project Director/Chief Engineer  
PMU, ADB, PWD Dehradun)  
Employer

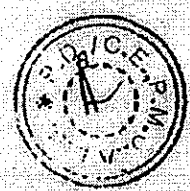
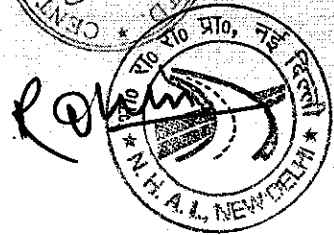
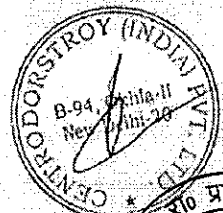
By   
Project Director  
PMU, ADB (Road)  
P.W.D., Dehradun  
Name: - Sharad Kumar  
Project Director

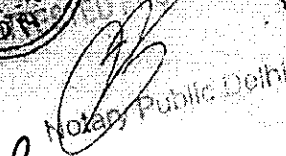
Witness  
In the presence of

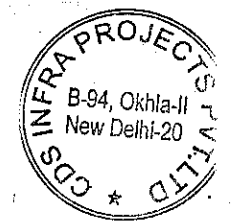
FOR AND ON BEHALF OF  
(ZEL-CDS (JV)  
(Contractor)

  
By   
Name: - CHANDAN KUMAR  
AUTHORIZED SIGNATURE

Witness   
In the presence of  
K.S. Dhoni



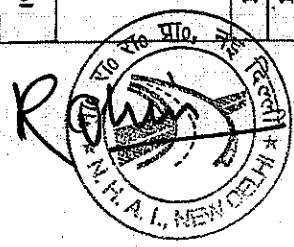
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**Uttarakhand State Road Investment Programme (USRIP) Phase III**  
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**  
**Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/2/2014)**

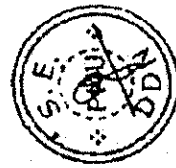
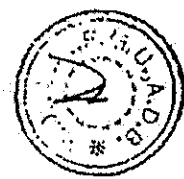
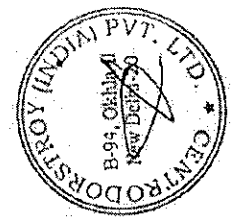
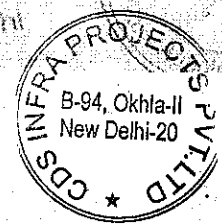
Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate in Words	Amount
1.3	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and leads as per MoRD Technical Specifications Clause 202.					
1.31	Plain Cement Concrete	cum	248.00	410.00	Rupees Four Hundred and Ten Only	101,680.00
1.32	Reinforcement Concrete	cum	142.00	178.00	Rupees One Hundred and Seventy Eight Only	25,276.00
1.34	Stone Masonry in cement mortar	cum	60.00	244.20	Rupees Two Hundred and Forty Four Only	14,652.00
1.36	Dismantling Guard Rail	m	15.00	68.90	Rupees Sixty Eight and Paise Ninety Only	1,033.50
1.5	Dismantling of kilometre stones including cutting of earth, foundation and disposal of dismantled material with all lifts and leads and backfilling of pit as per MoRD Technical Specifications Clause 202.					
1.52	Ordinary kilometre stone (Precast)	each	10.00	201.60	Rupees Two Hundred and One and Paise Sixty Only	2,016.00
2.2	Excavation by mechanical means including cutting and trimming of side slopes and disposing of excavated earth with all leads and lifts as per relevant MoRD Technical Specification Clauses 302 and 1603.					
2.21	Soil	cum	14,394.68	70.00	Rupees Seventy Only	1,007,627.88
2.5	Construction of subgrade and earthen shoulders with approved material obtained from Roadway Excavation borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacted to meet requirement with all leads and lifts as per MoRD Technical Specification Clause 303 and Sub Clause 303.1.					
2.506	From Borrow area	Cum	54,313.00	210.00	Rupees Two Hundred and Ten Only	11,405,730.00

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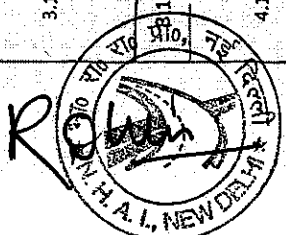


Uttarakhand State Road Investment Programme (USRIP) Phase III

Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)

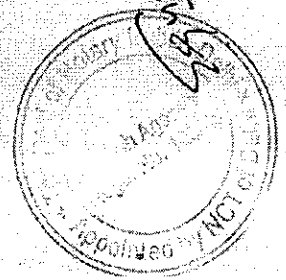
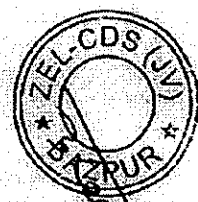
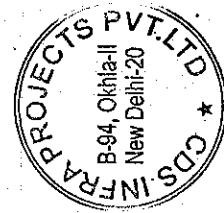
Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/2/2014)

Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate in Words	Amount
3.1	Construction of granular sub-base by providing well graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth wheel roller to achieve the desired density, complete as per MoRD Technical Specification Clause 401.					
3.1.1	GSB Grading I	cum	24,721.39	1640.70	Rupees One Thousand Six Hundred and Forty and Paise Seventy Only	40,560,381.29
4.1	Providing and applying primer coat with bitumen emulsion on prepared surface of granular Base with low porosity WMM or WBM including clearing of road surface and spraying primer at the rate of 0.7 to 1.0 kg/sqm with pressure distributor and as per MoRD Technical Specification Clause of 502.	Sqm	121,377.50	35.00	Rupees Thirty Five Only	4,248,212.50
4.2	Tack Coat					
4.2.1	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.25 to 0.3 kg per sqm on the primed granular surface cleaned with mechanical broom as per MoRD Technical Specification Clause No. 503.	Sqm	121,377.50	14.00	Rupees Fourteen Only	1,699,285.00
4.2.2	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with mechanical broom as per MoRD Technical Specification Clause 503.	Sqm	157,810.00	13.00	Rupees Thirteen Only	1,986,530.00
4.3	Providing and laying Dense Graded Bituminous Macadam (DBM) course complete as per MoRD Technical Specification Clause 507 and conforming to Table 500-10.					
4.3.1	for Grading I (40 mm nominal agg size and 80 - 100 mm thickness)	cum	12,137.75	8200.00	Rupees Eight Thousand Two Hundred Only	99,529,550.00



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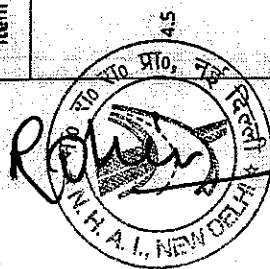
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**Uttarakhand State Road Investment Programme (USRIP) Phase III**

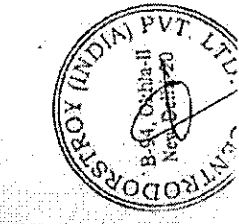
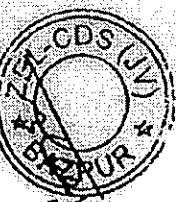
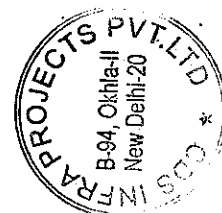
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**

**Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/2/2014)**

Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate in Words	Amount
4.51	Semi - Dense Bituminous Concrete (Providing and laying semi dense bituminous concrete with 100-120 TPH batch type HMP producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.5 to 5 % of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Technical Specifications Clause 508 complete in all respects.	cum	6,113.00	8700.00	Rupees Eight Thousand Seven Hundred Only	53,183,100.00
5.01	for Grading (13mm nominal agg size and 35-40 mm thickness) Brick masonry work in cement mortar 1:3 in Retaining wall, Drains, parapet wall etc. complete excepting pointing and plastering, as per drawing and MoRD Technical specification Section 600 and Clauses 1202 & 1204.	Cu.m.	132.00	5500.00	Rupees Five Thousand Five Hundred Only	726,000.00
6.011	Earth work in excavation of foundation of structures as per drawing and technical specification, for all depths in all types of soil/rock including setting out, construction of shoring and bracing, dressing of sites and bottom, back filling with approved material, disposal of surplus material etc. within all leads and lifts complete and as per relevant clauses of Section 300 and 2100 of MoRT&H Specifications.	cum	1,618.43	100.00	Rupees Hundred Only	161,842.80
6.023	Providing and laying plain cement concrete for foundation and substructure of abutment, return wall, wing wall, head wall of HP CD's, pillar, guard wall, causeways excluding cost of skin reinforcement but including treatment of joints between existing new structures with all leads and lifts as per drawings and MoRT&H Technical specifications Section 1500, 1700, 2100 and 2200.	cum	347.00	5000	Rupees Five Thousand Only	1,735,000.00

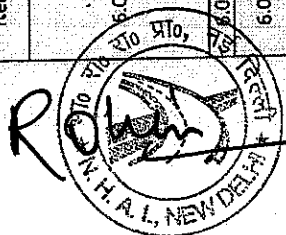


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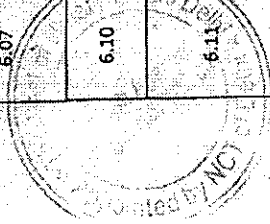
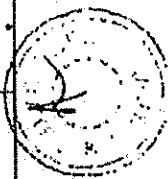
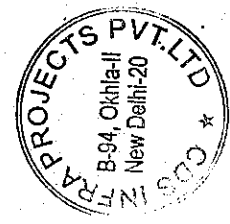


**Uttarakhand State Road Investment Programme (USRIP) Phase III**  
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**  
**Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/2/2014)**

Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate in Words	Amount
6.03	Providing and laying Reinforced Cement Concrete for foundation and sub structure of abutment, box, return wall, wing wall, slab and head wall but excluding cost of reinforcement including treatment of joints between existing and new structures with all leads and lifts complete as per drawings and MoRT&H Technical Specifications Section 1500, 1700, 2100 and 2200.	cum	284.00	5000.00	Rupees Five Thousand Only	1,420,000.00
6.031	RCC M20	cum	627.09	7656.00	Rupees Seven Thousand Six Hundred and Fifty Six Only	4,800,970.42
6.032	RCC M35	cum	5.00	8829.00	Rupees Eight Thousand Eight Hundred and Twenty Nine Only	44,145.00
6.033	RCC M40	cum				
6.04	Providing and laying Reinforced Cement Concrete for super structure of all solid slab/ T-Beam slab / R.C.C Box super structure / wearing coat / kerb etc. for CD's and bridges excluding cost of reinforcement, including treatment of joints between existing and new structures with all leads and lifts as per drawings and relevant clauses of Section 1500, 1700 and 2300.					
6.042	RCC M35	cum	550.00	8722.00	Rupees Eight Thousand Seven Hundred and Twenty Two Only	4,797,100.00
6.07	Supplying, fitting and placing TMT (Fe 500) steel reinforcement bar in foundation substructure, super structure, piles etc. complete as per drawing and relevant clauses of MoRT&H Technical Specifications Section 1600.	MT	247.79	60000.00	Rupees Sixty Thousand Only	14,867,580.00
6.10	Providing 100mm diameter PVC pipe for weep holes in retaining wall, abutment, wing/return wall complete as per MoRT&H Technical Specification Clause 2700.	no.	92.00	120.00	Rupees One Hundred and Twenty Only	11,040.00
6.11	Back filling behind abutments, wing wall, retaining/return wall, head wall or any other area with selected granular material of approved quality complete with all leads and lifts as per drawings & MoRTD Technical Specifications Clause 301 and 1204.3.8.	cum	407.00	700.00	Rupees Seven Hundred Only	284,900.00

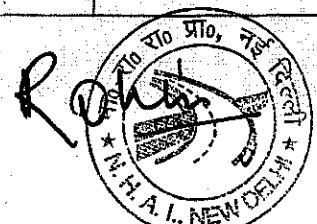
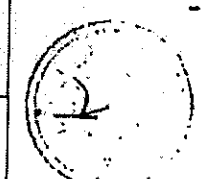


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**Uttarakhand State Road Investment Programme (USRIP) Phase III**  
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**  
**Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/2/2014)**

Item	Description	Unit	Quantity	Unit Rate [INR]	Unit Rate in Words	Amount
6.12	Providing and laying filter medium behind abutment, wing/return wall and retaining wall complete as per drawing and MoRD Technical Specification Clause 301 and 1204.3.8.	cum	129.00	800.00	Rupees Eight Hundred Only	103,200.00
6.13	Construction of RCC railing of M30 Grade In-situ with 12 mm nominal size aggregate, true to line and grade, tolerance of vertical RCC post not to exceed 1 in 500, centre to centre spacing between vertical post not to exceed 2000 mm, leaving adequate space between vertical post for expansion, complete as per approved drawings and technical specifications and as per MoRT&H Technical Specifications Sections 1500, 1600, 1700 and 2700.	m	29.00	1283.10	Rupees One Thousand Two Hundred Eighty Three and Paise Ten Only	37,209.90
6.14	Construction of an Reinforced cement concrete crash barrier at the location of RE wall and bridge structures including approaches constructed with M-40 grade concrete with TMT reinforcement (Fe 500) conforming to IRC:21 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 dimensions in the approved drawing and at locations, all as specified in MoRT&H Technical Specifications Clause 805.	m	175.00	5000.00	Rupees Five Thousand Only	875,000.00
6.15	Providing and fixing in position new drainage spout including making the joint of drainage spout 100 mm diameter with slab water tight with non shrink, free flow cement grout and drilling hole in RCC slab and cutting chases in slab of required size for fixing drainage spout complete as per drawings and Technical Specification Clause 2700 or as directed by the Engineer.	no.	24.00	3000.00	Rupees Three Thousand Only	72,000.00
6.18	Providing and fixing in position bearings true to line and level complete as per drawings and MoRT&H Technical Specifications Section 2000.					
6.181	POT and PTFE bearings					
6.1811	130 tonne capacity	No.	24.00	72670.00	Rupees Seventy Two Thousand Six Hundred and Seventy Only	1,744,080.00



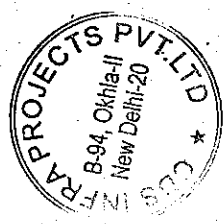
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**Uttarakhand State Road Investment Programme (USRIP) Phase III**  
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**  
**Schedule A- Supplementary Bill of Quantities for Contract package C1 [Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/7/2014]**

Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate in Words	Amount
6.2	Providing and laying of a strip seal expansion joint catering to maximum horizontal movement upto 40 mm, complete as per approved drawings and standard specifications to be installed by the manufacturer/supplier or their authorised representative ensuring compliance to the manufacturer's instructions for installation and as per relevant Clauses of MoRT&H Technical Specifications Section 2600.	m	48.00	8500.00	Rupees Eight Thousand Five Hundred Only	408,000.00
6.21	Providing and laying boulder apron for bed protection with stone boulders of minimum size and weight as per Table 1300.1, no fragment weighing less than 25 kg laid dry complete as per drawing and MoRD Technical Specifications Section 1300 and Sub Clause 1301.	cum	57.00	1000.00	Rupees One Thousand Only	57,000.00
6.22	Providing and laying pitching on slopes laid over prepared filter media as per drawing and MoRD Technical Specifications Section 1300 and Sub Clause 1302.	cum	71.00	1000.00	Rupees One Thousand Only	71,000.00
6.23	Providing and laying filter material underneath pitching in slopes complete as per drawing and MoRD Technical Specifications Section 1300 and Sub Clause 1302.	cum	36.00	800.00	Rupees Eight Hundred Only	28,800.00
6.24	Providing and laying flooring laid over cement concrete bedding complete as per drawing and MoRD Technical Specifications Section 1300 and Sub Clause 1303.					
6.25	Bubble stone laid in cement mortar 1:3	cum	60.00	4537.10	Rupees Four Thousand Five Hundred and Thirty Seven and Paise Ten Only	272,226.00
6.25	Providing and laying curtain walls of brick masonry in 1:4 cement sand mortar all complete as per drawing and MoRD Technical Specifications Section 1300 and Sub Clause 1304.	cum	101.00	5500.00	Rupees Five Thousand Five Hundred Only	555,500.00
6.26	Construction of flexible apron 1 m thick comprising of loose stone boulders weighing not less than 25 kg beyond curtain wall as per MoRD Technical Specifications Section 1300 and Sub Clause 1301.	cum	202.00	1100.00	Rupees One Thousand One Hundred Only	222,200.00
6.27	Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on new, plastered / concrete surfaces as per drawing and Additional Technical Specification	sq m	413.40	110.00	Rupees One Hundred and Ten Only	45,474.00

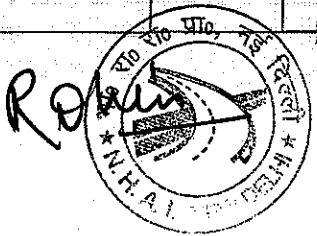
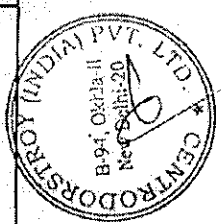
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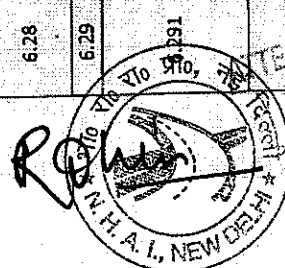
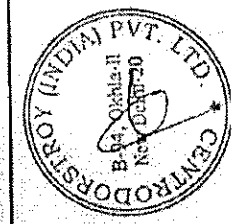
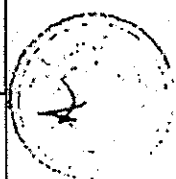
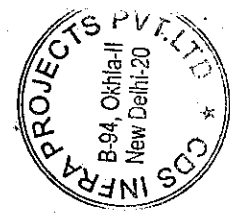


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**Uttarakhand State Road Investment Programme (USRIP) Phase III**  
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**  
**Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PO/PMU/ADB/2014 Dated 18/2/2014)**

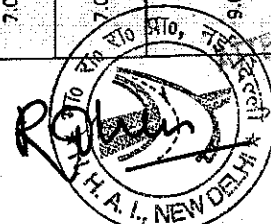
Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate in Words	Amount
6.28	Painting of structure no. span arrangement and flow directions complete as per drawing and Additional Technical Specification Appendix E.	No.	230.00	40.00	Rupees Forty Only	9,200.00
6.29	Wearing coat over Deck Slab					
6.31	Providing and laying in position 65 mm thick wearing coat consisting of 40 mm thick bituminous concrete overlaid with a 25 mm thick layer of mastic asphalt over deck slab after applying prime coat complete as per drawings and MORT&H Technical Specifications Sections 500 and 2700 or as directed by Engineer.	sqm	885.00	845.00	Rupees Eight Hundred and Forty Five Only	747,825.00
6.3	Providing and fixing PVC Pipes 100mm diameter of approved quality for utilities in Footpath all complete as per Drawings, additional Technical Specification Appendix-C and directions of the Engineer.	rm	1,050.00	120.00	Rupees One Hundred and Twenty Only	126,000.00
6.33	Clearing and grubbing including uprooting wild vegetation, grass, bushes, shrubs, saplings and disposable unserviceable materials with all leads and lifts as per MoRD Technical Specifications Clause 201 by Manual Means, for removing vegetation around column, deck slab, approach slab and Return Walls.	ha	0.24	15000.00	Rupees Fifteen Thousand Only	3,600.00
7.02	Removal of defective concrete, cleaning the surface thoroughly, applying the shotcrete mixture mechanically with compressed air under pressure, comprising of cement, sand, coarse aggregates, water and quick setting compound in the proportion as per clause 2807-1, sand and coarse aggregates conforming to IS: 383 and table 1 of IS: 9012 respectively, water cement ratio ranging from 0.35 to 0.50, density of gunite not less than 2000 kg/cum, strength not less than 25 Mpa and workmanship conforming to MoRT&H Technical Specifications Section 2800.	sqm	67.00	400.00	Rupees Four Hundred Only	26,800.00
7.04	Cleaning of Drainage Spout as per Additional Technical specifications Clause A-9, Appendix-A.	no.	4.00	30.00	Rupees Thirty Only	120.00
7.05	Replacement of Expansion Joints complete as per drawing and as per Additional Technical specifications Clause A-6, Appendix-A.	lm.	15.00	7000.00	Rupees Seven Thousand Only	105,000.00



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**Uttarakhand State Road Investment Programme (USRIP) Phase III**  
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**  
**Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMLJ/ADB/2014 Dated 18/2/2014)**

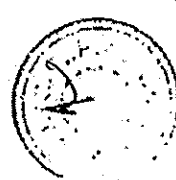
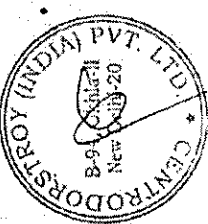
Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate In Words	Amount
7.07	Painting of structure no., span arrangement and flow directions complete as per drawing and Additional Technical Specification Appendix-E.	No.	4.00	40.00	Rupees Forty Only	160.00
7.08	White washing two coats on parapet walls and tree trunks including preparation of surface by cleaning scraping etc. as per MoRD Technical Specifications Clause 1915.	Sq m	28.00	40.00	Rupees Forty Only	1,120.00
9.01	Earthwork in excavation for drainage & protective works as per drawing and MoRD Technical Specifications Clause 305 & 307 including setting out, construction of shoring and bracing, removal of stumps and other deleterious material and disposal with all leads and lifts, dressing of sides and bottom and backfilling in trenches with excavated suitable material.					
9.02	all types of Soil	Cu.m.	23,643.00	100.00	Rupees One Hundred Only	2,164,300.00
9.03	Providing concrete for plain/cement concrete M10, 1:3:6 nominal mix in foundation with crushed stone aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing and MoRD Technical Specifications Section 800, 900 and Clause 1202 & 1203.	Cu.m.	568.00	3200.00	Rupees Three Thousand Two Hundred Only	1,817,600.00
9.04	Plain/Reinforced Cement Concrete M-15 grade for drain rehabilitation and Key Stone complete as per Drawing and MoRD Technical Specifications Section 300, 700, 800 & 900.	Cu.m.	1,593.00	3600.00	Rupees Three Thousand Six Hundred Only	5,734,800.00
9.05	Plastering with cement mortar (1:4), 15 mm thick on brickwork/Stone masonry in parapet wall as per MoRD Technical Specifications Section 800 and Clauses 613.4 & 1204.	Sq m	816.00	200.00	Rupees Two Hundred Only	163,200.00
9.06	White washing two coats on parapet walls and tree trunks including preparation of surface by cleaning scraping etc. as per MoRD Technical Specifications Clause 1915.	Sq m	816.00	40.00	Rupees Forty Only	32,640.00



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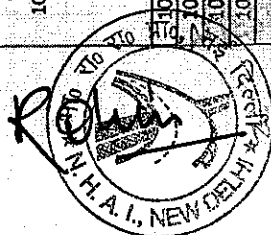
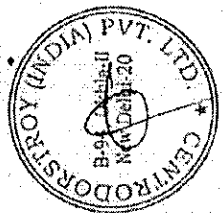
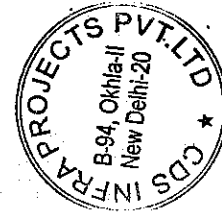


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**Uttarakhand State Road Investment Programme (USRIP) Phase III**  
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**  
**Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/2/2014)**

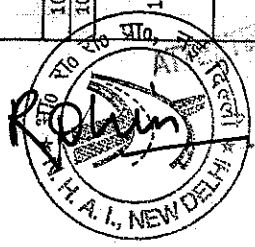
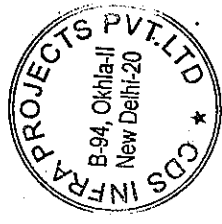
Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate In Words	Amount
10.01	Providing and fixing of retro-reflectors cautionary, mandatory and informative sign as per IRC:67 made of encapsulated lens type reflective sheeting fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per drawings and MoRT&H Technical Specifications Clause 801.	each	.116.00	2600.00	Rupees Two Thousand Six Hundred Only	301,600.00
10.011	600 mm equilateral triangle - Cautionary Sign	each	56.00	3400.00	Rupees Three Thousand Four Hundred Only	190,400.00
10.012	600 mm circular - Mandatory Sign	each	4.00	4600.00	Rupees Four Thousand Six Hundred Only	18,400.00
10.013	800 mm x 600 mm rectangular	each	2.00	3500.00	Rupees Three Thousand Five Hundred Only	7,000.00
10.014	600 mm side octagon - Stop Sign	each				
10.02	Providing and erecting direction and place identification retro-reflectors sign as per IRC:67 made of encapsulated lens type reflective sheeting, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on a mild steel single angle iron post 75 x 75 x 6 mm firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 x 450 x 600 mm, 600 mm below ground level as per approved drawing and MoRT&H Technical Specifications Clause 801.	sqm	88.00	3900.00	Rupees Three Thousand Nine Hundred Only	343,200.00
10.021	800 mm x 600 mm	sqm	28.00	3900.00	Rupees Three Thousand Nine Hundred Only	109,200.00
10.022	600 mm x 450 mm	sqm				
10.03	Providing and erecting direction and place identification retro-reflectors sign as per IRC:67 made of encapsulated lens type reflective sheeting, fixed over aluminium sheeting, 2 mm thick with area exceeding 0.9 sqm supported on mild steel angle iron posts 75 mm x 75 mm x 6 mm, 2 Nos. firmly fixed to the ground by means of properly designed foundation with M-15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per approved drawing and MoRT&H Technical Specifications Clause 801.	sqm	24.00	3900.00	Rupees Three Thousand Nine Hundred Only	93,600.00
10.031	1200 mm x 800 mm	sqm				



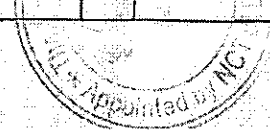
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**Uttarakhand State Road Investment Programme (USRIP) Phase III**  
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**  
**Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/2/2014)**

Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate in Words	Amount
10.04	Reinforced cement concrete M15 grade kilometre stone/local stone of standard design as per IRC:8 fixing in position including painting and printing, etc as per drawing and MoRD Technical Specifications Clause 1703.					
10.041	Ordinary Kilometer stone (Precast)	each	27.00	1000.00	Rupees One Thousand Only	27,000.00
10.042	Hectometer stone (Precast)	each	108.00	500.00	Rupees Five Hundred Only	54,000.00
10.05	Reinforced cement concrete M15 grade boundary pillars/local stone of standard design as per IRC:25, fixed in position including finishing and lettering but excluding painting as per drawing and MoRD Technical Specifications Clause 1704.	each	268.00	500.00	Rupees Five Hundred Only	134,000.00
10.062	Road Marking with Hot Applied Thermoplastic Compound with hot applied thermo-plastic compound with reflectorised glass beads on bituminous surface. Providing and laying of hot applied thermoplastic compound 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 level, uniform and free from streaks and holes.	Sqm	6,452.00	630.00	Rupees Six Hundred and Thirty Only	4,064,760.00
10.07	Lane/Centerline/edge marking/transverse and any other marking Construction of RCC guide posts of 250 mm dia M20 grade cast-in-situ with 20 mm nominal size aggregate, true to line and grade, tolerance of vertical RCC posts not to exceed 1 in 500 as per drawing and MoRD Technical Specification Clause 1608 and Sub Clause 1608.2 including the cost of reinforcement.	no.	768.00	550.00	Rupees Five Hundred and Fifty Only	422,400.00
10.08	Providing and fixing road delineators complete as per MoRT&H Technical Specifications Section 800.					
10.082	Supplying and installation of delineators (road way indicators, hazard markers, object markers), 80-100 cm high above ground level, painted black and white in 15 cm wide strips, fitted with 80 x 100 mm rectangular or 75 mm dia circular reflectorised panels at the top, buried or pressed into the ground and conforming to IRC-79 and the drawings.	Nos.	928.00	700.00	Rupees Seven Hundred Only	649,600.00
11.1	Providing and constructing new passenger shelter complete as per drawings by Section of Engineer.	No.	2.00	30000.00	Rupees Thirty Thousand Only	60,000.00



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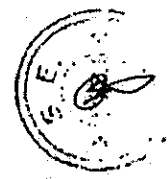
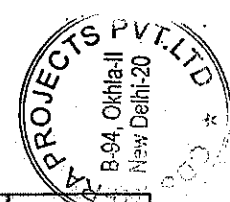


**Uttarakhand State Road Investment Programme (USRIP) Phase III**  
**Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)**  
**Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/2/2014)**

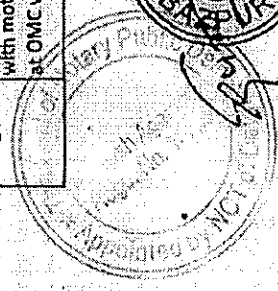
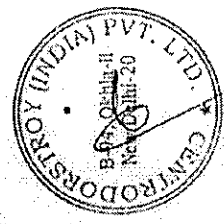
Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate in Words	Amount
11.2	Providing furnished Site office accommodation for the Employer/PIU all complete as per MoRT&H Technical Specifications Clause 120.	Month	12.00	10000.00	Rupees Ten Thousand Only	120,000.00
11.3	Supply of colour record photographs with CD and colour prints mounted in standard size album in two copies each as per MoRT&H Technical Specifications Clause 125.	No. of Prints	270.00	15.00	Rupees Fifteen Only	4,050.00
11.4	Supply of additional prints of coloured photographs as per MoRT&H Technical Specifications Clause 125.	No. of Prints	270.00	10.00	Rupees Ten Only	2,700.00
11.5	Safety Devices During Construction: Providing barricading of approved design with Flag man, 2 traffic marshals including required signage lights and other safety measures as per drawings and technical specifications Clause (MoRT&H) 111 and as provided in IRC SP-55-2001	metre	638.00	500.00	Rupees Five Hundred Only	319,000.00
12.1	Post construction Performance Based Maintenance in 1st Year	km	26.88	16200.00	Rupees Sixteen Thousand Two Hundred Only	435,472.20
12.2	Post construction Performance Based Maintenance in 1st Year	km	26.88	22400.00	Rupees Twenty Two Thousand Four Hundred Only	602,134.40
12.3	Post construction Performance Based Maintenance in 1st Year	km	26.88	28400.00	Rupees twenty Eight Thousand Four Hundred Only	763,420.40
13	Construction of capping layer by providing material of CBR greater than or equal to 10% (as per IRC:37:2001 clause no.4.2.1.5) spreading in uniform layers with motor grader on prepared surface with rotavator and compacting at OMC with vibratory roller to achieve the desired density	cum	11,327.29	1054.00	Rupees One Thousand Fifty Four Only	11,936,857.21
14	Providing and spreading RBM i.e., River Bed Material (treated as granular sub-base /base/surface course material) in uniform layers with motor grader on prepared surface with rotavator and compacting at OMC with vibratory roller to achieve the desired density.	cum	26,693.18	1054.00	Rupees One Thousand Fifty Four Only	28,134,611.77



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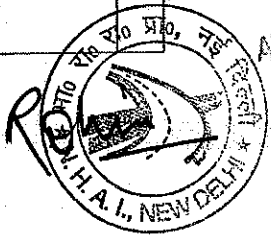


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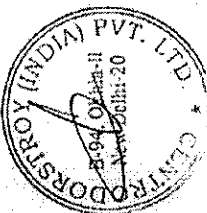
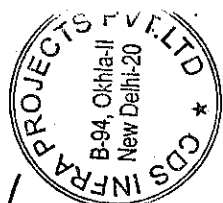


**Uttarakhand State Road Investment Programme (USRIP) Phase III  
 Name of Project : Improvement/ strengthening of Roads in District- Udham Singh Nagar Package (C-1)  
 Schedule A- Supplementary Bill of Quantities for Contract package C1 (Contract Agreement No. 14/PD/PMU/ADB/2014 Dated 18/2/2014)**

Item	Description	Unit	Quantity	Unit Rate (INR)	Unit Rate in Words	Amount
15	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with smooth wheel roller of 80 to 100KN weight to achieve the desired density including lighting, barricading and maintenance of diversion, etc as per Tables 400.11 & 400.12 and Technical Specification Clause (MORD) 406.	cum	35,258.05	1778.00	Rupees One Thousand Seven Hundred and Seventy Eight Only	62,688,812.90
<b>Total Amount</b>						<b>369,521,926.11</b>



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## ANNEXURE – IV

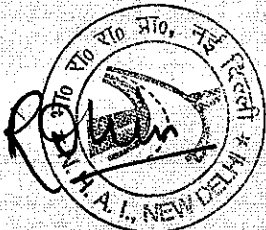
### Details of Eligible Projects

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

Project Code: E

Entity: Self/Members: Self

Item	Refer Instruction	Particulars of the project
(1)	(2)	(3)
Title and nature of the project		Rehabilitation and Upgradation of NH-64 from km 0.000 to 28.110 (Zirakpur to Patiala Section) to 4 lane in Punjab on EPC Mode
Category	5	3
		2013 – 2014    Rs.    0.00 Cr.    x    1.20    = Rs.    0.00 Cr. 2014 – 2015    Rs.    0.00 Cr.    x    1.15    = Rs.    0.00 Cr. 2015 – 2016    Rs.    17.41 Cr.    x    1.10    = Rs.    19.15 Cr. 2016 – 2017    Rs.    144.66 Cr.    x    1.05    = Rs.    151.89 Cr. 2017 – 2018    Rs.    118.00 Cr.    x    1.00    = Rs.    118.00 Cr. <b>Total</b> Rs.    280.07 Cr.    -        Rs.    289.04 Cr.
Entity for which the project was constructed / developed	7	PWD, Punjab
Location		Zirakpur to Patiala Section in Punjab
Project cost	8	Rs. 298.00 Cr.
Date of commencement of Project/ Contract		07-09-2015
Date of completion/ commissioning	9	28th February 2018
Equity Shareholding (with period during which equity was held)	10	100%



*Roopale*







# Aditya & Associates

Chartered Accountants

122, Mandakini Enclave, Alaknanda  
New Delhi – 110019  
T +91 11 40533990  
E-mail: anvita@abgdelhi.com

### TO WHOMSOEVER IT MAY CONCERN

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s Centrodorstroy India Pvt. Ltd. B-94, Okhla Industrial Area, Phase – II, New Delhi – 110020 was engaged by PWD Punjab to execute Rehabilitation and Upgradation of NH-64 from Km 0.000 to 28.110 (Zirakpur to Patiala Section) to 4-lane in the state of Punjab on EPC basis mode under NHDP-IV. The construction of the project commenced on 07<sup>th</sup> September 2015 and the project is commissioned on 28<sup>th</sup> February 2018. It is certified that M/s Centrodorstroy India Pvt. Ltd. received payments from its client for construction work executed by them, in the aforesaid construction work.

We further certify that the total estimated capital cost of the project is Rs. 298.00 crore (Rupees Two Hundred Ninety Eight Crore Only), of which M/s Centrodorstroy India Pvt. Ltd. received Rs. 280.07 crore (Rupees Two Hundred Eighty Crore and Seven Lacs Only), in terms of Clauses 2.2.2.5 and 2.2.2.6 (ii) of the RFP, during the past five financial years as per year-wise details noted below:

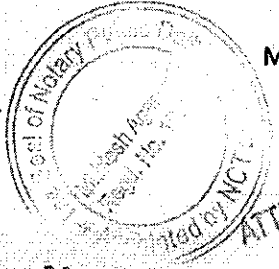
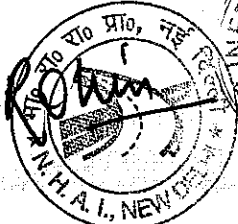
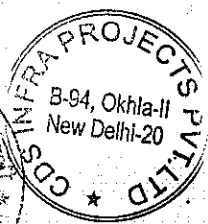
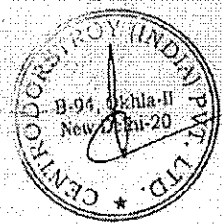
S. No.	Financial Year	Amount (Rs. in Crores)
1	2013-14	-
2	2014-15	-
3	2015-16	17.41
4	2016-17	144.66
5	2017-18	118.00
	<b>Total</b>	<b>280.07</b>

Date: 13.06.2018  
Place: New Delhi

For Aditya & Associates  
Chartered Accountants  
Firm Regn No 002636



*Anvita Talwar*  
Anvita Talwar  
(Partner)  
M.No.- 516963



*lopatk*

24 JUN 2018

ATTESTED TRUE COPY

New Delhi



**Theme Engineering Services Pvt. Ltd.**  
B - 24, Gokul Vatika, Jawahar Circle, Jaipur - 302017 (Raj.)  
☎ +91-141-2724495, 2724497, Fax: +91-141-2724491  
✉ Email: theme@dataone.in, theme@themeengineering.com

Theme/AE NH-64 Zirakpur-Patiala/P-IP-1126/2018/Camp USA/SP-JL-1

July 18, 2018

✓ M/s Centrodorstroy (India) Pvt. Ltd.,  
1<sup>st</sup> Floor, OPG Word School Campus,  
Sector 19-B,  
Dwarka,  
New Delhi- 110 075  
E-mail: mail@odsipj.com

**Sub:** Rehabilitation and up-gradation of NH-64 from Km 0.00 to Km 28.110 of (Zirakpur to Patiala) Section to 4 lane in state of Punjab on EPC basis under NHDP-IV, Reg: Issuance of Completion Certificate as per Article 12.4 of C.A.

- Ref:**
- i) EE, CWD's letter No. 1205 dated 2<sup>nd</sup> July 2018;
  - ii) Our Letter No. THEME/AE-NH-64 (Zirakpur to Patiala)/ P-1126/2018/35 dated 5<sup>th</sup> April 2018
  - iii) Our letter no Theme/AE NH-64 Zirakpur -Patiala /P-II/P-1126/2018/686 dated 18<sup>th</sup> June 2018

Sir,

The Provisional Completion Certificate of the above said project was issued by this office vide letter referred at Sr. No (ii) with effect from 28<sup>th</sup> February 2018 after getting approval from the Competent Authority. Upon completion of Punch-List items the draft Completion Certificate with project completion date as 30<sup>th</sup> March 2018 was submitted for approval of Competent Authority vide our letter referred at Sr. No. (iii).

The approval of Competent Authority has now been accorded and communicated vide letter referred at Sr. No. (i), hence in compliance to above the Completion Certificate is issued herewith as per Article 12.4 of Contract Agreement of the said project and enclosed herewith.

Thanking you,

Yours faithfully,

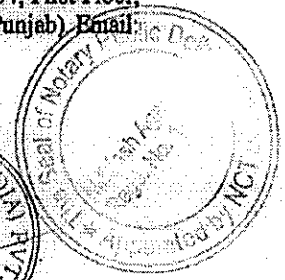
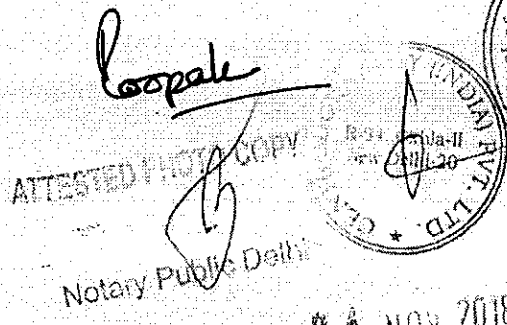
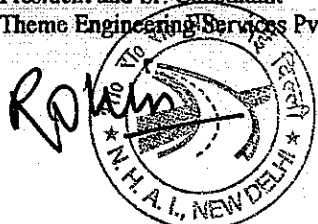
(D.C. Katara)  
Authorized Representative  
President and Sr. Consultant  
Theme Engineering Services Pvt. Ltd.

Encl: As above

Copy to:-

- (i) The Executive Engineer, Punjab PWD B&R Branch, Mini Secretariat, C-block, Patiala - 147001  
(Pb.) E-mail: eecwd1pfpwdpb@gmail.com
- (ii) The Team Leader, Theme Engineering Services Pvt. Ltd, Tower No. B-2, Flat No. 104, First Floor, Maya Garden City, Ambala-Chandigarh Highway, Zirakpur, Mohali - 140603 (Punjab) Email: aethemezirakpurnh64@gmail.com

(D.C. Katara)  
Authorized Representative  
President and Sr. Consultant  
Theme Engineering Services Pvt. Ltd.



NOV 2018



TES

<b>T</b>	<b>Theme Engineering Services Pvt. Ltd.</b> B - 24, Gokul Vatika, Jawahar Circle, Jaipur - 302017 (Raj.) ☎ +91-141-2724495, 2724497, Fax:+91-141-2724491 Email: theme@dataone.in, theme@themeengineering.com
<b>E</b>	
<b>S</b>	

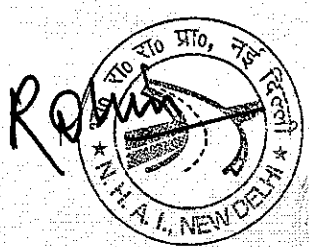
### COMPLETION CERTIFICATE

- I, Dinesh Chandra Katara, acting as the Authority's Engineer, under and in accordance with the Agreement dated 3<sup>rd</sup> July 2015 for development to four-lanes with paved side shoulders starting from Km 0.000 to Km 28.110 of Zirakpur-Patiala section of NH-64 [New NH No.7] in the state of Punjab through M/s Centrodorstroy India Pvt. Ltd., B-94, Okhla Phase-II, New Delhi, hereby certify that the tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement and I am satisfied that the Project Highway can be safely and reliably placed in the services of the Users thereof.
- It is certified that in terms of the aforesaid Agreement, all works forming part of the Project Highway have been completed and the Project Highway is hereby declared fit for entry into operation on this the 30<sup>th</sup> day of March 2018.

SIGNED, SEALED AND DELIVERED

For and on behalf of

The Authority's Engineer by:



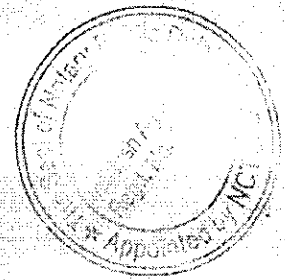
*(Signature)*  
 Dinesh Chandra Katara,  
 Authority's Engineer,  
 Theme Engineering Services Pvt. Ltd.,  
 Jaipur.



*Kapale*

ATTESTED PHOTO COPY

Notary Public Delhi



24 NOV 2018

## ANNEXURE – IV

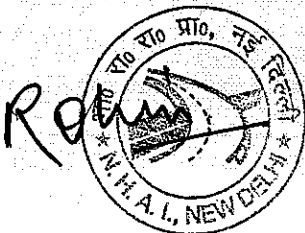
## Details of Eligible Projects

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

Project Code: F

Entity: Self/Members: Self

Item	Refer Instruction	Particulars of the project
(1)	(2)	(3)
Title and nature of the project		Rehabilitation and Upgradation of NH-64 from km 28.110 to 50.000 (Zirakpur to Patiala Section) to 4 lane in Punjab on EPC Mode
Category	5	3
		2013 – 2014    Rs.    0.00 Cr.    x    1.20    = Rs.    0.00 Cr. 2014 – 2015    Rs.    0.00 Cr.    x    1.15    = Rs.    0.00 Cr. 2015 – 2016    Rs.    28.77 Cr.    x    1.10    = Rs.    31.65 Cr. 2016 – 2017    Rs.    175.23 Cr.    x    1.05    = Rs.    183.99 Cr. 2017 – 2018    Rs.    115.68 Cr.    x    1.00    = Rs.    115.68 Cr. <b>Total</b> Rs.    319.68 Cr.        -        Rs.    331.32 Cr.
Entity for which the project was constructed / developed	7	PWD, Punjab
Location		Zirakpur to Patiala Section in Punjab
Project cost	8	Rs. 345.59 Cr.
Date of commencement of Project/ Contract		11-08-2015
Date of completion/ commissioning	9	31st January 2018
Equity Shareholding (with period during which equity was held)	10	100%



*Signature*



# Aditya & Associates

Chartered Accountants



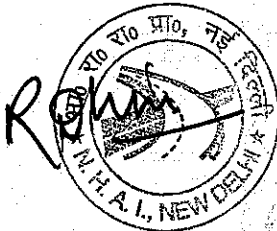
122, Mandakini Enclave, Alaknanda  
 New Delhi – 110019  
 T +91 11 40533990  
 E-mail: anvita@abgdelhi.com

**TO WHOMSOEVER IT MAY CONCERN**

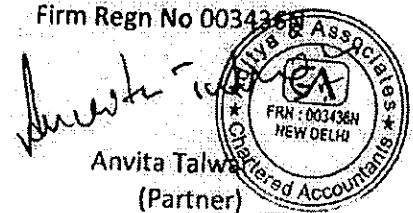
Based on its books of accounts and other published information authenticated by it, this is to certify that M/s Centrodorstroy India Pvt. Ltd. B-94, Okhla Industrial Area, Phase – II, New Delhi – 110020 was engaged by PWD Punjab to execute Rehabilitation and Upgradation of NH-64 from Km 28.110 to 50.000 (Zirakpur to Patiala Section) to 4-lane in the state of Punjab on EPC basis mode under NHO. The construction of the project commenced on 11<sup>th</sup> August 2015 and the project is commissioned on 31<sup>st</sup> January 2018. It is certified that M/s Centrodorstroy India Pvt. Ltd. received payments from its client for construction work executed by them, in the aforesaid construction work.

We further certify that the total estimated capital cost of the project is Rs. 345.59 crore (Rupees Three Hundred Forty Five Crore and fifty Nine Lacs Only), of which M/s Centrodorstroy India Pvt. Ltd. received Rs. 319.68 crore (Rupees Three Hundred Nineteen Crores and Sixty Eight Lacs Only), in terms of Clauses 2.2.2.5 and 2.2.2.6 (ii) of the RFP, during the past five financial years as per year-wise details noted below:

S. No.	Financial Year	Amount (Rs. in Crores)
1	2013-14	-
2	2014-15	-
3	2015-16	28.77
4	2016-17	175.23
5	2017-18	115.68
	<b>Total</b>	<b>319.68</b>



For Aditya & Associates  
 Chartered Accountants  
 Firm Regn No 0034368



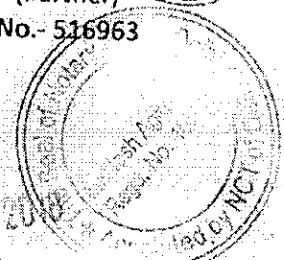
Anvita Talwar  
 (Partner)  
 M.No.- 516963

Date: 13.06.2018  
 Place: New Delhi



ATTESTED PHOTO COPY

Notary Public Delhi





**Theme Engineering Services Pvt. Ltd.**  
 B - 24, Gokul Vastika, Jawahar Circle, Jaipur - 302017 (Raj.)  
 ☎ +91-141-2724495, 2724497, Fax +91-141-2724491  
 Email: theme@dataone.in, theme@themeengineering.com

Theme/AE NH-64 Zirakpur-Patiala/P-II/P-1126/2018/Camp USA/SP-JL-2

July 18, 2018

✓ To  
 M/s Centrodstroy (India) Pvt. Ltd.,  
 1<sup>st</sup> Floor, OPG Word School Campus,  
 Sector 19-B,  
 Dwarka,  
 New Delhi- 110 075  
 E-mail: mail@cdsipl.com

**Sub:** Rehabilitation and up-gradation of NH-64 from Km 28.110 to Km 50.000 of (Zirakpur - Patiala) Section to 4 lane in state of Punjab on EPC basis under NHDP-IV, Reg: Issuance of Completion Certificate as per Article 12.4 of C.A.

- Ref:**
- i) EE, CWD's letter No. 1206 dated 2<sup>nd</sup> July 2018.
  - ii) Our Letter No. THEME/AE-NH-64 (Zirakpur to Patiala)/ P-1126/2018/117 dated 16<sup>th</sup> April 2018.
  - iii) Our letter no Theme/AE NH-64 Zirakpur -Patiala /P-II/P-1126/2018/780 dated 26<sup>th</sup> June 2018

Sir,

The Provisional Completion Certificate of the above said project was issued by this office vide letter referred at Sr. No (ii) with effect from 31<sup>st</sup> January 2018 after getting approval from the Competent Authority. Upon completion of Punch-List items the draft Completion Certificate with project completion date as 2<sup>nd</sup> March 2018 was submitted for approval of Competent Authority vide our letter referred at Sr. No. (iii).

The approval of Competent Authority has now been accorded and communicated vide letter referred at Sr. No. (i), hence in compliance to above the Completion Certificate is issued herewith as per Article 12.4 of Contract Agreement of the said project and enclosed herewith.

Thanking you,

Yours faithfully,

*(Signature)*

(D.C. Katara)  
 Authorized Representative,  
 President and Sr. Consultant,  
 Theme Engineering Services Pvt. Ltd.

*(Signature)*



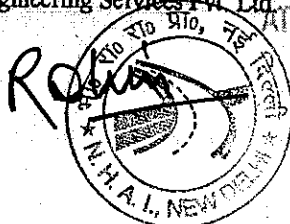
Encl: As Above

Copy to:-

- (i) The Executive Engineer, Punjab PWD B&R Branch, Mini Secretariat, C-block, Patiala - 147001 (Pb.) E-mail: eecwd1pttpwdpb@gmail.com
- (ii) The Team Leader, Theme Engineering Services Pvt. Ltd, Tower No. B-2, Flat No. 104, First Floor, Maya Garden City, Ambala-Chandigarh Highway, Zirakpur, Mohali - 140603 (Punjab) Email: acithemezirakpurmh64@gmail.com

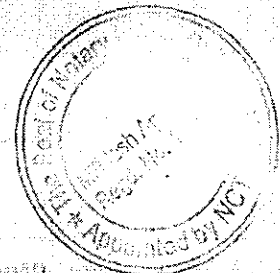
*(Signature)*

(D.C. Katara)  
 Authorized Representative,  
 President and Sr. Consultant,  
 Theme Engineering Services Pvt. Ltd.



ATTESTED PHOTO COPY

Notary Public Delhi



24 NOV 2018

TES

**T** Theme Engineering Services Pvt. Ltd.  
**E** B - 24, Gokul Vatika, Jawahar Circle, Jaipur - 302017 (Raj.)  
**S** ☎ +91-141-2724495, 2724497, Fax: +91-141-2724491  
 Email: [theme@dataone.in](mailto:theme@dataone.in), [theme@themeengineering.com](mailto:theme@themeengineering.com)

### COMPLETION CERTIFICATE

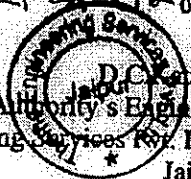
1. I, Dinesh Chandra Katara, acting as the Authority's Engineer, under and in accordance with the Agreement dated 14<sup>th</sup> July 2015 for development to Four-lane with paved side shoulders starting from Km 28.110 to Km 50.000 of Zirakpur-Patiala section of NH-64 [New NH No.7] in the state of Punjab through M/s Centrodorstroy India Pvt. Ltd., B-94, Okhla Phase-II, New Delhi, hereby certify that the tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement and I am satisfied that the Project Highway can be safely and reliably placed in service of the Users thereof.
2. It is certified that in terms of the aforesaid Agreement all works forming part of Propjet Highway have been completed and the Project Highway is hereby declared fit for entry into operation on this the 2<sup>nd</sup> day of March 2018.

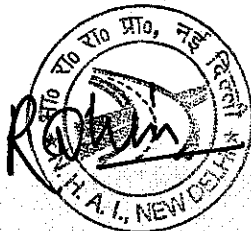
SIGNED, SEALED AND DELIVERED

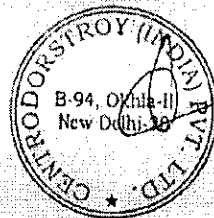
For and on behalf of


The Authority's Engineer by:


*Dinesh Chandra Katara*

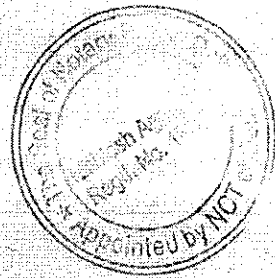
  
 D.C. Katara  
 Authority's Engineer,  
 Theme Engineering Services Pvt. Ltd.  
 Jaipur

*Rohini*  
  
 H.A.L. NEW DELHI

  
 CENTRODORSTROY (INDIA) PVT. LTD.  
 B-94, Okhla-II  
 New Delhi-20

*Coopak*  
  
 CDS INFRA PROJECTS PVT. LTD.  
 B-94, Okhla-II  
 New Delhi-20

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 Notary Public Delhi

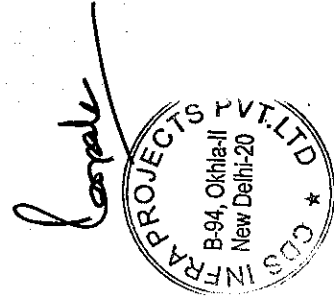
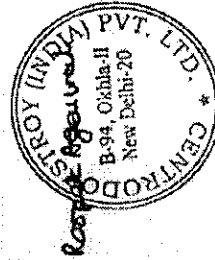
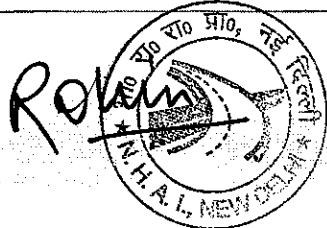
  
 Notary Public, Delhi  
 appointed by NCT of Delhi

2 - NOV 2018

# Technical Capacity of the Bidder

Refer to Clause 2.2.2.2 (ii)

S. No.	Name of Work	Department	Project Cost	Project Completed	As per RFP Single Work Required should be of 25% of Estimated Project Cost	Remarks
1.	Rehabilitation and Upgradation of NH-64 from Km 28.110 to Km 50.000 (Zirakpur to Patiala Section) to 4 lane in Punjab on EPC Mode	The Chief Engineer (NH) Punjab, PWD (B&R)	Rs. 345.59 Cr (Revised)	One ROB of 3 x 21 m + 52m + 32m 3 x 21m completed on the Project	As per RFP one similar Major Bridge / ROB / Flyover / having Spans equal to or greater than 50% of the longest Span of the Structure proposed in the Project should have been completed.	Certificate Attached





# Aditya & Associates

Chartered Accountants



122, Mandakini Enclave, Alaknanda  
New Delhi – 110019  
T +91 11 40533990  
E-mail: anvita@abgdelhi.com

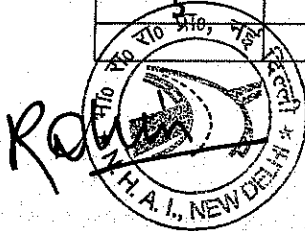
### TO WHOMSOEVER IT MAY CONCERN

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s Centrodorstroy India Pvt. Ltd. B-94, Okhla Industrial Area, Phase – II, New Delhi – 110020 was engaged by PWD Punjab to execute Rehabilitation and Upgradation of NH-64 from Km 28.110 to 50.000 (Zirakpur to Patiala Section) to 4-lane in the state of Punjab on EPC basis mode under NHO. The construction of the project commenced on 11<sup>th</sup> August 2015 and the project is commissioned on 31<sup>st</sup> January 2018. It is certified that M/s Centrodorstroy India Pvt. Ltd. received payments from its client for construction work executed by them, in the aforesaid construction work.

Further, certified that in the aforesaid project, M/s Centrodorstroy India Pvt. Ltd. has executed the work of RoBs having span of 3 x 21m + 52m + 32m + 3 x 21m which is more than equal to the requirement specified under clause no. 2.2.2.2 (ii) of RFP which have been successfully completed by M/s Centrodorstroy India Pvt. Ltd. as on 31/01/2018.

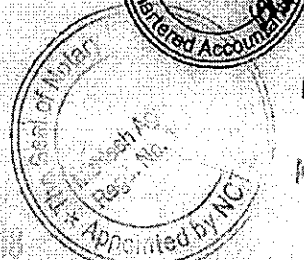
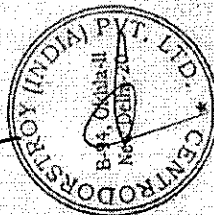
We further certify that the total estimated capital cost of the project is Rs. 345.59 crore (Rupees Three Hundred Forty Five Crore and Fifty Nine Lacs Only), of which M/s Centrodorstroy India Pvt. Ltd. received Rs. 319.68 crore (Rupees Three Hundred Nineteen Crores and Sixty Eight Lacs Only), in terms of Clauses 2.2.2.5 and 2.2.2.6 (ii) of the RFP, during the past five financial years as per year-wise details noted below:

S. No.	Financial Year	Amount (Rs. In Crores)
1	2013-14	-
2	2014-15	-
3	2015-16	28.77
4	2016-17	175.23
5	2017-18	115.68
	<b>Total</b>	<b>319.68</b>



Date: 29.09.2018  
Place: New Delhi

*Coopate*



For Aditya & Associates  
Chartered Accountants

Regn No 003436N

Anvita Talwar  
(Partner)

M.No.- 516963

ATTESTED COPY

Notary Public Delhi

115

**GOVERNMENT OF INDIA  
MINISTRY OF ROAD TRANSPORT & HIGHWAYS  
(NHDP-IVA Cell)**

Transport Bhawan,  
1, Parliament Street,  
New Delhi-110 001  
Dated: 06.06.2015

No. RW/NH-37015/ 12/2015-NHDP-IVA

To  
Shri Roopak Aragwal(Gm-Projects)  
M/s Centrodorstroy (India) Pvt Ltd  
B-94, Okhla Phase-II,  
New Delhi-110020  
Ph.:-011-45550226, 9958196343  
Fax:- 011-45550200: Email roopak@cdisipl.com

**Sub: Rehabilitation and Upgradation of NH-64 to 4-lane from km 28.110 to 50.000 (Zirakpur to Patiala Section) in the State of Punjab under NHO on EPC basis. Letter of Award (LOA) reg.**

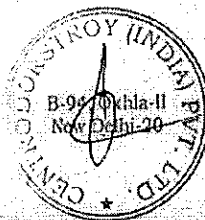
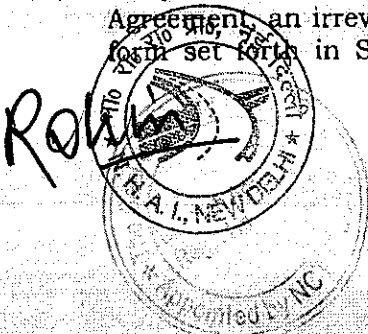
Ref: (i) Tender Notice No. 37015/13/2015/NHDPIV dated 27.03.2015.  
(iii) Opening of financial bids on 10.06.2015.

Sir,

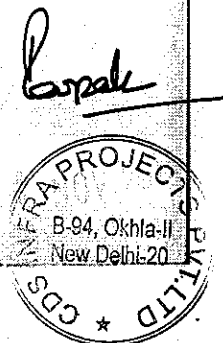
With reference to e-tender notice dated 27.03.2015 under reference and your bid submitted for above mentioned project, it is hereby informed that Competent Authority has accepted the offer given by M/s. Centrodorstroy (India) Pvt Ltd for an amount of Rs 309,00,00,000/- (Rupees Three Hundred Nine Crores Only) for the work of Rehabilitation and Upgradation of NH-64 to 4-lane from km 28.110 to 50.000 (Zirakpur to Patiala Section) in the State of Punjab under NHO on EPC basis contract being the lowest bidder.

2. Accordingly, you are requested to ensure the followings within stipulated time:

- (i) To sign and return the duplicate copy of the LOA in acknowledgement thereof, within 7(seven) days of the receipt of the LOA as per clause 3.3.4 of RFP. A copy of the same may be endorsed to CE(NH), Punjab PWD, Patiala.
- (ii) To deliver to the Authority i.e. Punjab PWD, Patiala a legal opinion from your legal counsel with respect to the authority of the selected bidder to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA.
- (iii) To execute the Contract Agreement with Punjab PWD, Patiala within 15 (fifteen) days of the date of issue of LOA; and
- (iv) To provide to the Authority within 10 (ten) days of the date of this Agreement, an irrevocable and unconditional guarantee from a Bank in the form set forth in Schedule-G (the "Performance Security") for an amount



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Notary  
Delhi



equal to 7.5% (seven and half percent) of the Contract Price as per article 7.1.1 of draft EPC Agreement.

- 3. Any delay in submission of relevant documents/submissions/actions as mentioned in para 2 above may invite suitable action as per RFP/bid documents.
- 4. The contract will be governed by the conditions of contract as noted in the tender documents/bid documents.

Yours faithfully,



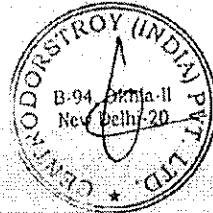
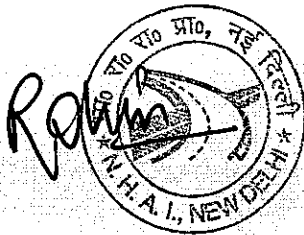
(A. K. Nagpal)

Chief Engineer (NHDP IV)

For Direct General (RD) and Special Secretary

Copy for kind information/necessary action to:

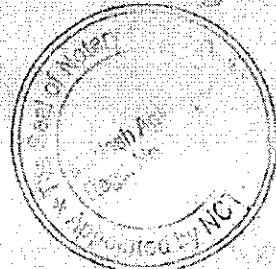
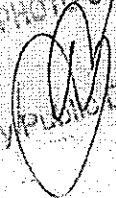
- 1. The Chief Engineer Punjab PWD, Patiala for ensuring the compliances of LOA, signing the contract agreement and execution of work as per provisions of sanctioned estimate, EPC documents and sanction letter dated 31.03.2015.
- 2. The Regional Officer, MoRT&H, Chandigarh for kind information and necessary pursuance.



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Notary Public Delhi





**Theme Engineering Services Pvt. Ltd.**  
 B - 24, Gokul Vatika, Jawahar Circle, Jaipur - 302017 (Raj.)  
 ☎ +91-141-2724495, 2724497, Fax: +91-141-2724491  
 Email: theme@dataone.in , theme@themeengineering.com

Theme/AE NH-64 Zirakpur-Patiala/P-II/P-1126/2018/Camp USA/SP-JL-2 July 18, 2018

To  
 ✓ M/s Centrodorstroy (India) Pvt. Ltd.,  
 1<sup>st</sup> Floor, OPG Word School Campus,  
 Sector 19-B,  
 Dwarka,  
 New Delhi- 110 075  
 E-mail: mail@cdsijpl.com

**Sub:** Rehabilitation and up-gradation of NH-64 from Km 28.110 to Km 50.000 of (Zirakpur - Patiala) Section to 4 lane in state of Punjab on EPC basis under NHDP-IV, Reg: Issuance of Completion Certificate as per Article 12.4 of C.A.

- Ref:**
- i) EE, CWD's letter No. 1206 dated 2<sup>nd</sup> July 2018.
  - ii) Our Letter No. THEME/AE-NH-64 (Zirakpur to Patiala)/ P-1126/2018/117 dated 16<sup>th</sup> April 2018.
  - iii) Our letter no Theme/AE NH-64 Zirakpur -Patiala /P-II/P-1126/2018/780 dated 26<sup>th</sup> June 2018

Sir,

The Provisional Completion Certificate of the above said project was issued by this office vide letter referred at Sr. No (ii) with effect from 31<sup>st</sup> January 2018 after getting approval from the Competent Authority. Upon completion of Punch-List items the draft Completion Certificate with project completion date as 2<sup>nd</sup> March 2018 was submitted for approval of Competent Authority vide our letter referred at Sr. No. (iii).

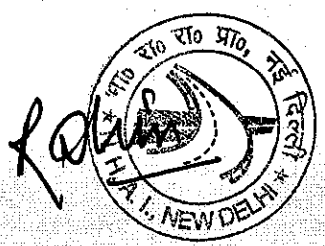
The approval of Competent Authority has now been accorded and communicated vide letter referred at Sr. No. (i), hence in compliance to above the Completion Certificate is issued herewith as per Article 12.4 of Contract Agreement of the said project and enclosed herewith.

Thanking you,

Yours faithfully,

*(Handwritten signature)*

(D.C. Katara)  
 Authorized Representative,  
 President and Sr. Consultant,  
 Theme Engineering Services Pvt. Ltd.



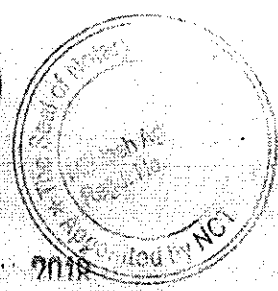
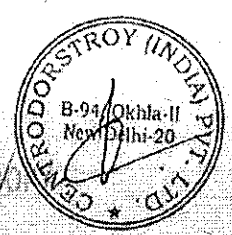
Encl: As Above

Copy to:-

- (i) The Executive Engineer, Punjab PWD B&R Branch, Mini Secretariat, C-block, Patiala - 147001 (Pb.) E-mail: eecwd1ptlpwdpb@gmail.com
- (ii) The Team Leader, Theme Engineering Services Pvt. Ltd, Tower No. B-2, Flat No. 104, First Floor, Maya Garden City, Ambala-Chandigarh Highway, Zirakpur, Mohali - 140603 (Punjab) Email: aethemezirakpurnh64@gmail.com

*(Handwritten signature)*

(D.C. Katara)  
 Authorized Representative,  
 President and Sr. Consultant,  
 Theme Engineering Services Pvt. Ltd.



*(Handwritten signature)*



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*(Handwritten signature)*  
 Notary Public, Delhi  
 24 NOV 2018

TES

**T**  
**E**  
**S**

**Theme Engineering Services Pvt. Ltd.**  
 B - 24, Gokul Vatika, Jawahar Circle, Jaipur - 302017 (Raj.)  
 ☎ +91-141-2724495, 2724497, Fax: +91-141-2724491  
 Email: theme@dataone.in , theme@themeengineering.com

### COMPLETION CERTIFICATE

1. I, Dinesh Chandra Katara, acting as the Authority's Engineer, under and in accordance with the Agreement dated 14<sup>th</sup> July 2015 for development to Four-lane with paved side shoulders starting from Km 28.110 to Km 50.000 of Zirakpur-Patiala section of NH-64 [New NH No.7] in the state of Punjab through M/s Centrodorstroy India Pvt. Ltd., B-94, Okhla Phase-II, New Delhi, hereby certify that the tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement and I am satisfied that the Project Highway can be safely and reliably placed in service of the Users thereof.
2. It is certified that in terms of the aforesaid Agreement all works forming part of Propjet Highway have been completed and the Project Highway is hereby declared fit for entry into operation on this the 2<sup>nd</sup> day of March 2018.

SIGNED, SEALED AND DELIVERED

For and on behalf of

The Authority's Engineer by:

*(Handwritten signature)*

*(Circular stamp: Engineering Services Pvt. Ltd., Jaipur)*  
 D.C. Katara  
 Authority's Engineer,  
 Theme Engineering Services Pvt. Ltd.  
 Jaipur

*(Circular stamp: CENTRODORSTROY (INDIA) PVT. LTD., B-94, Okhla-II, New Delhi-20)*

*(Circular stamp: R.O. N.A.I. NEW DELHI)*

ATTEST COPY

Notary Public, Delhi

24 NOV 2018

*(Circular stamp: MCA 21)*

*(Handwritten signature)*

*(Circular stamp: CDS INFRA PROJECTS PVT. LTD., B-94, Okhla-II, New Delhi-20)*

**Name of the Project:** The Project consists of Rehabilitation and up-gradation of NH-64 from KM. 28.110 to 50.000 (Rajpura to Patiala Section) to 4-Lane in the State of Punjab on EPC Basis under NHDP-IV.

**Package No.:** EPC/Zirakpur—Patiala/02/2015-16

**Client:** Public Work Department, Government of Punjab on behalf of MoRTH, New Delhi

**Authority's Engineer:** Theme Engineering Service Pvt Ltd.

**EPC Contractor:** M/s Centrodorstroy (India) Pvt. Ltd., B - 94 Okhla Phase II, New Delhi 110020

**Date of EPC Agreement Signing:** 14-July-2015.

**Original Project Cost:** Rs. 309.00 Cr.

**Change of Scope Cost:** Rs. 36.49 Cr.

**Revised Project Cost:** **Rs. 345.49 Cr.**

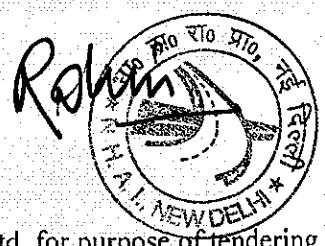
**Appointed Date:** 11-August-2015.

**Agreement No.:** 02 of 2015-2016

**Provisional Completion:** 31<sup>st</sup> Jan 2018

**Project Completion:** 2<sup>nd</sup> Mar 2018

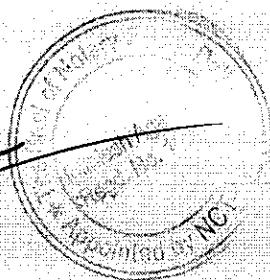
- Length of Stretch: 21.890 KM.
- Main Carriageway: 4-lane with paved shoulders.  
Rigid Pavement 10.598 kms  
Flexible Pavement 29.743 kms
- RoB (4 lane): No. of spans 3x 21mtr+1x 52mtr+1x32mtr+3x 21mtr( 210 mtr.)
- Flyover at km 32+550 No. of spans 3 x 21mtr+1x 30mtr+3 x 21mtr (156 mtr.)
- Flyover at km 46+070 No. of spans 23 x 30 mtr.(690 mtr.)  
(4 Lane):
- Underpass: 1 No. of 30 mtr span and 2 nos. 18 mtr span each
- LVUP: 1 No. of 12 mtr span
- Minor Bridge : 1 no.40 mtr, 1 no.7 mtr, 1 no.10 mtr, 1no.12 mtr, 1 no. 3x7 mtr. Span.
- Pipe Culverts: 24 Nos.
- Box Culverts: 2 Nos.
- Lined Drain: 20.50 kms.
- Service Road: 23.05 kms.
- No. of Bus-bays: 10 Nos.
- Foot Over Bridge: 03 Nos.
- Toll Plaza: 1 No.



Note :This Certificate is being issued to Centrodorstroy India Pvt. Ltd. for purpose of tendering.



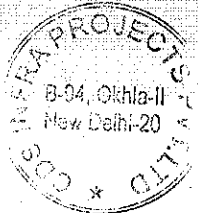
*Boopale*



*Senf*

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Notary Public Delhi

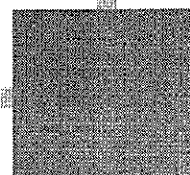


2018

# ANNEXURE-V (STATEMENT OF LEGAL CAPACITY)



*loopal*



**CENTRODORSTROY (INDIA) PVT. LTD.**

Project Division: 1st Floor, OPG World School Campus,  
Sector-19B, Dwarka, New Delhi-110075 (INDIA)  
Ph. : 011-4555 0222 (32 Lines) Fax : 011-4555 0200  
Email : mail@cdisipl.com Website : www.cdisipl.com



Appendix IA  
ANNEX-V

**ANNEX-V**  
**Statement of Legal Capacity**

Date: 22.12.2018

To,  
General Manager (Tech), Bharatmala  
National Highways Authority of India,  
G-5 & 6, Sector-10, Dwarka,  
New Delhi-110075.

Dear Sir,

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

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

Thanking you,

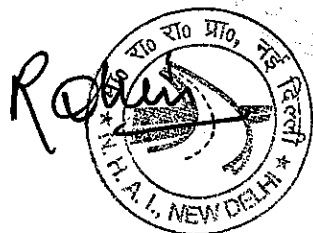
Yours faithfully

Roopak Agarwal



Roopak Agarwal  
Assistant Vice President (Project)

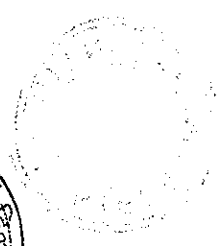
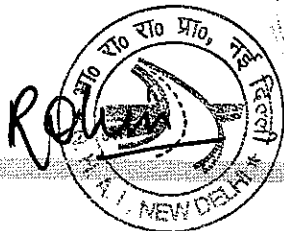
For and on behalf of M/s Centrodorstroy India Pvt Ltd



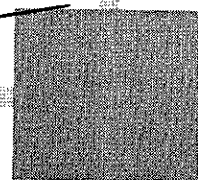
Registered Office : B-94, Okhla Phase II, New Delhi - 110020 (INDIA)



# ANNEXURE-VI (BID CAPACITY)



*Signature*

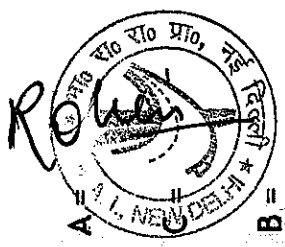


**AVAILABLE BID CAPACITY OF CENTRODORSTROY INDIA PVT LTD**

N =	2.5	Years	N =	2.0	Years	N =	1.5	Years
RS.	590.12	Cr.	RS.	590.12	Cr.	RS.	590.12	Cr.
RS.	0.00	Cr.	RS.	0.00	Cr.	RS.	0.00	Cr.
RS.	1,443.17	Cr.	RS.	1,443.17	Cr.	RS.	1,443.17	Cr.
RS.	139.88	Cr.	RS.	139.88	Cr.	RS.	139.88	Cr.
RS.	1,583.05	Cr.	RS.	1,583.05	Cr.	RS.	1,583.05	Cr.

**Assesses Available Bid Capacity Rs. 2,105.20 Cr. Rs. 1,367.55 Cr. Rs. 629.90 Cr.**

**(A x N x 2.5 - B + C)**



For Project at S. No. 4

Value of B =



## Annexure - VI

## Information required to evaluate the BID Capacity under clause 2.2.2.1:

To calculate the value of "A" and "C"

1. A table containing value of Civil Engineering Works in respect of EPC Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 5 years is as follows (the amount of bonus received, if any, shall be indicated separately):

2.

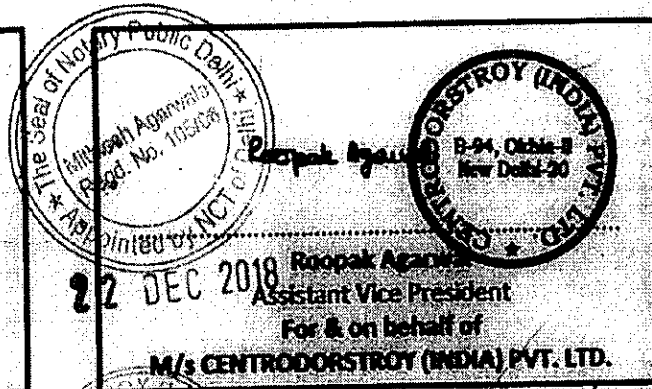
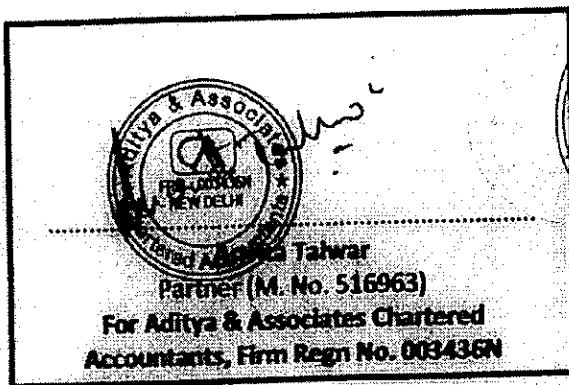
S. No.	Year	Value of Civil Engg. Works undertaken w.r.t. EPC Projects including bonus, if any (Rs. in Crores)	Amount of Bonus (Rs. in Crores)	Net Value excluding Bonus (Rs. in Crores)
1.	2017-18/2018	529.78	0.00	529.78
2.	2016-17/2017	562.02	0.00	562.02
3.	2015-16/2016	329.53	0.00	329.53
4.	2014-15/2015	389.05	0.00	389.05
5.	2013-14/2014	330.40	0.00	330.40

3. Maximum value of projects that have been undertaken during the F.Y. 2016-17 out of the last 5 years and value excluding amount of bonus thereof is Rs.562.02 Crores (Rupees Five Hundred Sixty Two Crore and Two Lakh Only). Further, value updated to the price level of the year indicated in Appendix is as follows:

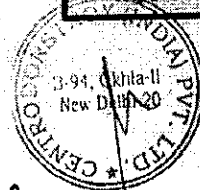
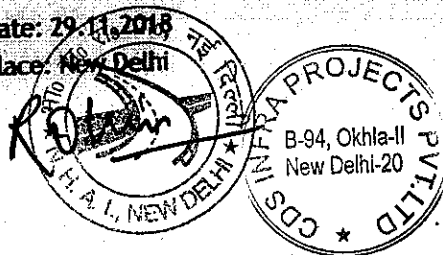
Rs. 562.02 Crores x 1.05 (Updation Factor as per Appendix) = Rs. 590.12 Crores (Rupees Five Hundred Ninety Crore and Twelve Lakh Only)

4. Amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in Appendix):

S. No.	F.Y. / Calendar Year	Amount of Bonus (Rs. in Crores)	Updation Factor	Updated Amount of Bonus (Rs. in Crores)
1.	2017-18/2018	0.00	1.00	0.00
2.	2016-17/2017	0.00	1.05	0.00
3.	2015-16/2016	0.00	1.10	0.00
4.	2014-15/2015	0.00	1.15	0.00
5.	2013-14/2014	0.00	1.20	0.00
			Total (C) =	0.00



Date: 29.11.2018  
Place: New Delhi



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Notary Public Delhi

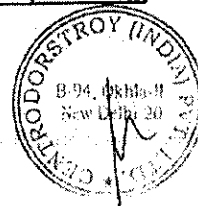
Roopak 128

# CERTIFICATE

S. No.	Name of the Project / Work	Percentage of participation of Bidder in the Project	Date of start / appointed date of Project	Construction period as per Agreement/ LOA	Value of contract as per Agreement /LOA	Value of work Completed	Balance value of work to be Completed	Anticipated date of Completion	Balance value of work at 2015-16/2015 Price Level	Remarks
					Rs. In Crore	Rs. In Crore	Rs. In Crore		Rs. In Crore	
1	2	3	4	5	6	7	8 = (6 - 7)	9	10 (8 x 9)	11
1.	Construction of Raebareilly - Banda Road Project	100%	21.04.2014	30 Months	292.76	284.92	7.84	02.12.2018	9.02	Certificate attached
2.	Rehabilitation and Upgradation of from Km 285.000 to 326.000 of NH-76 (Kalapur - Lalata Road)	100%	09.01.2018	24 Months	161.88	68.97	92.91	08.01.2020	92.91	Certificate attached
3.	Widening and reconstruction of existing Km 268.000 (design Km 266.100) to Km 300.000	100%	30.12.2017	24 Months	147.47	15.69	131.78	29.12.2019	131.78	Certificate attached
4.	Rehabilitation and Upgradation of from Km 326.000 to 379.555 of NH-76 (Aau-Jasra)	100%	15.09.2018	18 Months	139.88	0.00	0.00	14.03.2020	0.00	LOA attached
5.	Rehabilitation and Upgradation of Kabrai - Banda Section (Km 178.000 to 215.000)	100%	06.03.2018	18 Months	124.88	39.01	85.87	05.08.2019	85.87	Certificate attached
6.	Balance Work of 4-Laning of Lalghati (Bhopal) to Mubarakpur section of NH-12 (Km 315.725 to km 324.000)	100%	28.11.2017	24 Months	221.88	71.86	150.02	27.11.2019	150.02	Certificate attached
7.	Obedullaganj - Harst NH-69 from Km 2.800 to Km 8.300 and from Km 20.700 to Km 63.000 (Pkg-I)	26%	14.11.2017	24 Months	609.36	47.40	561.96	13.11.2019	146.11	Certificate attached
8.	Balance Work of 4-Laning of Bhopal-Baora Section of NH-12 from Mubarakpur-Baora from Km 324.000 to Km 423.400 (Pkg-II)	74%	19.01.2018	24 Months	511.88	64.68	447.20	18.01.2020	330.93	Certificate attached
9.	Goharganj - Bhopal Section of NH-12 from existing Km 355/300 to Km 301/200 including construction of Obedullaganj Bypass from existing Km 278/450 of NH-12 to existing Km 3/600 of NH-69	100%	07.02.2018	24 Months	529.88	33.34	496.54	06.02.2020	496.54	Certificate attached
<b>TOTAL AMOUNT =</b>									<b>1,443.17</b>	

Update Factor (F) as given below -

For Year	F.Y. / Calendar Year	Update Factor
1	2017-18/2018	1.00
2	2016-17/2017	1.05
3	2015-16/2016	1.10
4	2014-15/2015	1.15
5	2013-14/2014	1.20



The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorized Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s CENTROADROSTROY INDIA PVT. LTD. Individually, as on bid due date of this RFP.

**Roopak Agrawal**  
 Assistant Vice President  
 For & on behalf of  
**M/s CENTROADROSTROY (INDIA) PVT. LTD.**

The Seal of M/s CENTROADROSTROY (INDIA) PVT. LTD.  
 B-94, Okhla-II, New Delhi-20  
 Appointed by MCT, New Delhi

**22 DEC 2018**  
 For Aditya & Associates Chartered Accountants Firm  
 Regn No. 003436N

Date: 29.11.2018  
 Place: New Delhi



**Roopak**

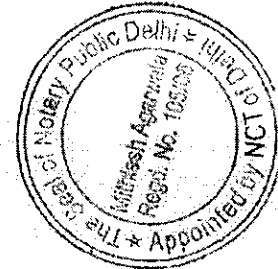
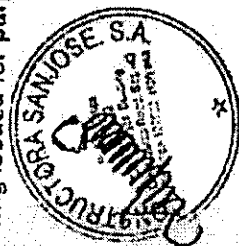


**ATTESTED COPY**  
 Notary Public Delhi

# CERTIFICATE

Sl. No	Name of Project / Work	Percentage of participation of GDS India in the Project	Date of Start/ appointed date of project	Value of contract as per Agreement / LOA Rs. In Crore	Value of work completed upto 30-09-2018 Rs. In Crore	Balance value of work to be completed Rs. In Crore	Anticipated date of completion
1	2 Upgradation of Rasbaroli - Baroli section of NH - 252 to 2 lane with paved shoulders from km 132.555 (Existing chainage) to km 132.500 of NH-252 to km 286.818 (Existing chainage) of SH-13 in the state of Uttar Pradesh ON REC. DATE	3 68%	4 21-04-2018	5 282.7601	6 284.9286	7=(5-6) 7.8315	8 02-12-2018

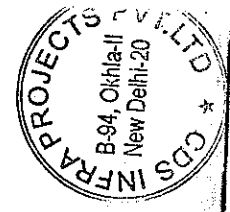
Note: This certificate is being issued for purpose of Tendering by GDS (India) Pvt. Ltd.



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ATTESTED  
Notary Public Delhi

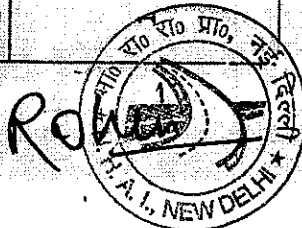
22 DEC 2018



# CERTIFICATE

Sl. No	Name of Project / Work	Percentage of participation of CDS in/da in the Project	Date of Start/ appointed date of project	Value of contract as per Agreement / LOA	Value of work completed upto 30.09.2018	Balance value of work to be completed	Anticipated date of completion
1	2 Rehabilitation and Upgradation from km. 285.000 to 326.000 of NH-76 (Kalupur-Lalta Road) to two lane with paved shoulder on EPC Mode in the State of Uttar Pradesh.	3 100%	4 09-01-2018	5 Rs. In Crore 161.88	6 Rs. In Crore 68.97	7=(5-6) Rs. In Crore 92.91	8 09-01-2020

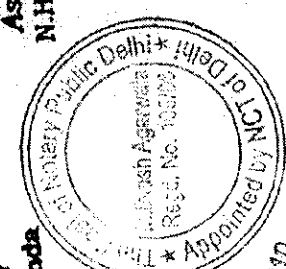
Note: This certificate is being issued for purpose of Tendering by CDS (India) Pvt. Ltd.



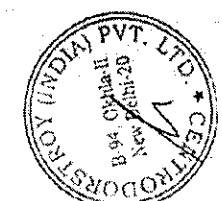
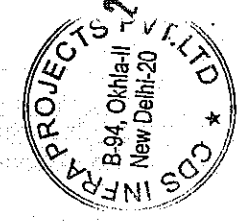
131

*[Signature]*  
Executive Engineer  
N.H. Div. PWD., Banda  
15-11-2018

*[Signature]*  
Assistant Engineer  
N.H. Div. PWD., Banda



*[Signature]*  
Junior Engineer  
N.H. Div. PWD., Banda



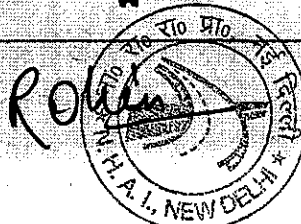
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*[Signature]*  
Notary Public Delhi

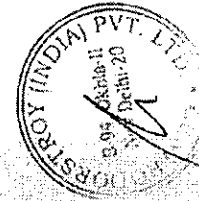
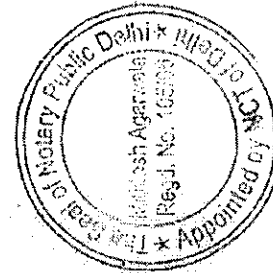
# CERTIFICATE

S. No.	Name of Project / Work	Percentage of participation of CDS (India) Pvt. Ltd. in the Project (In case of JV)	Date of Start / Appointed date of Project	Value of Contract as per Agreement / LOA Rs in crore	Value of work completed up to 30.09.2018 Rs in crore	Balance value of work to be completed Rs in crore	Anticipated date of completion
1	Widening and Reconstruction of Existing Intermediate/2lane to 2 lane with paved shoulder configuration from Existing Km. 285.00 (Design Km. 286.100) to Km. 300.068 (Design Km. 296.200) excluding Existing Km. 277.680 to Km. 277.900 and Km. 297.080 to Km. 297.215 in the State of Uttarakhand through an Engineering, Procurement and Construction (EPC) Contract.	3	30.12.2017	147.47	15.69	131.78	29.12.2019

Note: This Certificate is being issued for purpose of Tendering by CDS (India) Pvt. Ltd.



132



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22 JUL 2018

उत्तर प्रदेश सरकार  
लोक निर्माण विभाग

कार्यालय मुख्य अभियन्ता  
Office of Chief Engineer  
राष्ट्रीय मार्ग  
National Highways  
लोकनिर्विधि, लखनऊ-226001  
UPPWD, Lucknow-226001



96, महात्मा गांधी मार्ग, लखनऊ-226001  
96, Mahatama Gandhi Marg, Lucknow  
E-mail: cenh.up@gmail.com

Letter No. 787NH/13M/16

Dated. 17/3/17

To,  
M/S Centrodorstroy (India) Pvt. Ltd.  
B-94, Okhla Phase-II, New Delhi-110020  
roopak@cdisipl.com

Kind Attn: Authorized Representative Mr. Roopak Agarwal ( G.M. Projects)

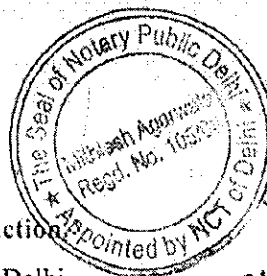
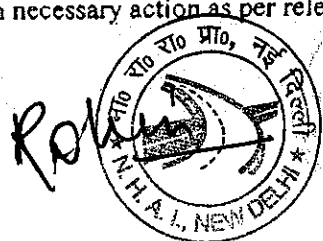
Sub.: Rehabilitation and Up-gradation from Km 326.00 to 379.555 of NH-76 (Mau-Jasra) to two lane with paved shoulder on EPC mode in the state of Uttar Pradesh- Issue of Letter of Award (LOA)-Reg.

Sir,

This is notify that your online bid for the work of Rehabilitation and Up-gradation from Km 326.00 to 379.555 of NH-76 (Mau-Jasra) to two lane with paved shoulder on EPC mode in the state of Uttar Pradesh [Job No. NH-76-UP-2016-17-537 dated 10.10.2016] for the Contract price of Rupees 139,88,00,000.00 (Rs One Hundred thirty nine crore eighty eight lakh only) in response to the tender invited is hereby accepted.

2. Pursuant to clause 3.3.4 of RFP, this letter of Award(LOA) in duplicate is forwarded to you with a request to sign and return the duplicate copy of the LOA in acknowledgement within 7 (Seven) days of the receipt of this LOA, failing which action pursuant to clause 3.3.4 of RFP shall be taken. Further after fulfilling the requirements of clause 3.3.4, you are requested to sign the contract agreement within 15 days of issue of LOA pursuant to clause no 3.3.5 of RFP.

3. Further after signing of contract agreement pursuant to article 7, you are requested to submit unconditional performance security in the form of Bank Guarantee in the format specified in schedule-G of the contract Agreement, for an amount equivalent to 5% (five percent) of the Contract Price for validity until 60 days after the defect liability period, within 10 days of signing of agreement, failing which necessary action as per relevant clause of agreement may be taken.

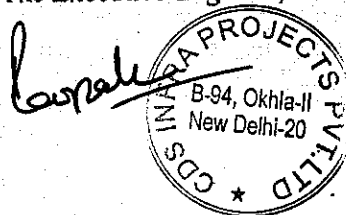


Yours faithfully  
17.03.17  
(V.D. Sharma)  
Chief Engineer

Copy to following for information and necessary action

1. The Chief Engineer (P-2), MoRTH, New Delhi.
2. The Regional Officer, MoRTH, Lucknow
3. Superintending Engineer NH Circle, PWD Kanpur in reference to your letter no. 303C/103C-NHCK/17 Dated 16-03-17
4. The Executive Engineer, NH Division, PWD Banda

22 DEC 2018



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(V.D. Sharma)  
Chief Engineer



**Office of the Superintending Engineer  
National Highway Circle, P.W.D., Kanpur**

Letter No.-1738C/103C-NHCK/2016

Date-12/09/18

To,  
M/S Centrodorstroy (India) Pvt. Ltd,  
B - 94 Okhla Phase - II  
New Delhi 110020.

**Kind Attention:**

**Subject:** Rehabilitation and Up-gradation from Km 326.000 to 379.555 of NH-76 (Mau-Jasra) to two lane with paved shoulder on EPC mode in the state of Uttar Pradesh. Appointed Date-reg.

**Ref:** Agreement No.- 02/SE-NH Circle Kanpur/2017-18, Dated 12.04.2017.

Sir,

Please find enclosed herewith the Minutes of Meeting held on today regarding declaration of Appointed Date. Consequent upon mutual agreement by either parties as per the said minutes the Appointed date of the project is declared as **15.09.2018**

2. The Project corridor from km 326.000 (existing chainage) to km 379.555 (existing chainage) along with all its appurtenances stands handed over to you from **15.09.2018**.

Encl: As above.

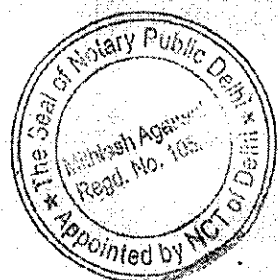
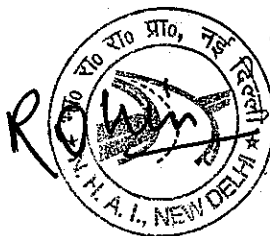
Yours faithfully

149  
(S.A. Usmani)  
Superintending Engineer  
NH Circle PWD Kanpur  
12-09-18

Copy to:

- 1) Chief Engineer (Zone-I), MoRTH, Transport Bhawan, 1- Sansad Marg, New Delhi.
- 2) Chief Engineer (NH), PWD, Lucknow.
- 3) Regional officer, MoRT&H, Biotech chowk, Vikas nagar, Lucknow.
- 4) Executive Engineer, NH Division, PWD, Banda.
- 5) M/S Theme Engineering Services Pvt. Ltd. (Authority's Engineer), B-24, Gokul Vatika, Jawahar Circle, Jaipur- 302 018. Email- [theme@themeengineering.com](mailto:theme@themeengineering.com)

(S.A. Usmani)  
Superintending Engineer  
NH Circle PWD Kanpur



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22 DEC 2018

**Subject:** Rehabilitation and Up-gradation from Km 326.000 to 379.555 of NH-76 (Mau-Jasra) to two lane with paved shoulder on EPC mode in the state of Uttar Pradesh. (Job No.-NH-76-UP-2016-17-537)- Minutes of Meeting dated- 12.09.2018 regarding declaration of appointed Date.

**Venue:** Office of the Superintending Engineer, N.H. Circle, P.W.D., Kanpur at 12.30 hrs

**Ref:** Agreement No.- 02/SE-NH Circle Kanpur/2017-18, Dated 12.04.2017.

As per the definition of "Appointed Date"- means that date which is later of the 15<sup>th</sup> day of the date of this Agreement, the date on which the Contractor has delivered the Performance security in accordance with the provisions of Article 7 and the date on which the Authority has provided the Right of Way on no less than 90% (Ninety percent) of the total length of the Project Highway.

2. The Contractor submitted the Performance Security vide Bank Guarantee No.- 2017/82 dated- 18.04.2017 of Corporation Bank, branch office M-3 & 4, G.K., II, New Delhi for Rs 6,99,40,000/- (Six crore ninety nine lakh forty thousand only) valid upto 17.10.2018 towards Performance Security.

3. As per clause 7.1.3 of the contract agreement, performance security was to be submitted within 10 days of signing of the contract agreement i.e. up to 22.04.2017. The B.G. was received on dated- 19.04.2017 which is within the stipulated period.

4. As per Article 4 of Agreement, the Authority is required to fulfill the following obligations:

(a) Upon receiving the Performance security under clause 7.1.1, the Right of Way in accordance with provisions of clause 8.2 and 8.3 within a period of 15 (fifteen) days from the date of this Agreement on no less than 90% (ninety per cent) of the total length of the Project Highway;

(b) Approval of the general arrangement drawings (the "GAD") from railway authorities to enable the Contractor to construct road over-bridges at level crossings on the Project Highway in accordance with the Specifications and standards, and subject to the terms and conditions specified in such approval, within a period of 60 (sixty) days from Appointed Date, and reimbursement of all the costs and expenses paid by the Contractor to the railway authorities for and in respect of the road over- bridges/under bridges; and

(c) All environmental clearance as required under Clause 4.3.

5. The status of fulfillment of obligations of the Authority as per above is hereunder:

(a) Consequent upon receipt of tree cutting permission vide letter No-780/33-1/ dated, Chitrakoot, 01.09.2018 the DFO Karvi/ Allahabad. 99.31% vacant/unencumbered land is available.

(b) No ROB is proposed to be constructed.

(c) Environmental clearance is not required as per new notification of MoEF dated 22.08.2013 (Annex-IV, Schedule A).

6. As per Para (2) and (5) above the requirements / obligations of both the parties for declaration of Appointed Date stand fulfilled.

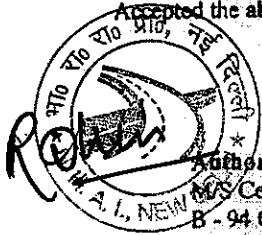
7. In the view of the above, it was expressly/ bilaterally agreed to declare the Appointed Date on 15.09.2018

8. Considering the directions issued by Commissioner, Allahabad regarding construction activity during Kumbh Mela, if Contractor requires Extension of Time on this account, Authority agrees to process the same.

9. Some portion (18Km) of the project stretch is not repairable, hence Contractor is allowed to take up construction instead of repair in that stretch. In the rest stretch, the Contractor shall maintain it after it is made traffic worthy

10. As per above, the Appointed Date for the Project shall be 15.09.2018

Accepted the above Minutes and signed thereof.

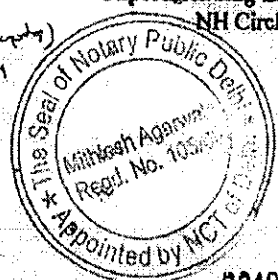


*Roopak*  
**ROOPAK AGARWAL**  
Authorised Signatory/ Dy. Project Manager  
M/S Centrodorstroy (India) Pvt. Ltd,  
B - 94 Okhla Phase - II,  
New Delhi 110020.



*gpr*  
(Gyan Gauri)  
EE JN  
Banda

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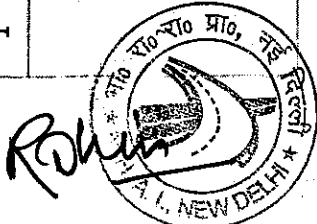


*Mithlesh Agarwal*  
Notary Public Delhi  
Superintending Engineer,  
NH Circle, PWD,  
Kanpur.

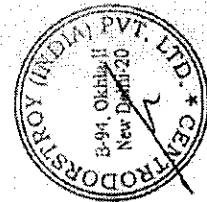
22 DEC 2018

# CERTIFICATE

Sl. No	Name of Project / Work	Percentage of participation of CDS Inida in the Project	Date of Start/ appointed date of project	Value of contract as per Agreement / LOA	Value of work completed upto 30.09.2018	Balance value of work to be completed	Anticipated date of completion
				Rs. In Crore	Rs. In Crore	Rs. In Crore	
1	2	3	4	5	6	7=(5-6)	8
	Rehabilitation and Up-gradation from km. 178.000 to 215.000 of NH-76 (Kalbrai - Banda) to two lane with paved shoulder on EPC mode in the state of Uttar Pradesh	100%	06-03-2018	124.88	39.01	85.87	05-08-2019



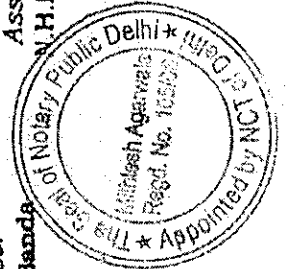
**Note: This certificate is being issued for purpose of Tendering by CDS (India) Pvt. Ltd.**



*Rohini*  
Junior Engineer  
N.H.Div.PWD., Banda

*A*  
Assistant Engineer  
N.H.Div.PWD., Banda

*gpr*  
Executive Engineer  
N.H.Div.PWD., Banda  
15.11.2018



*Arupak*  
ATTESTED PHOTO COPY  
Notary Public Delhi

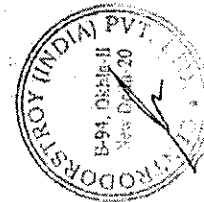
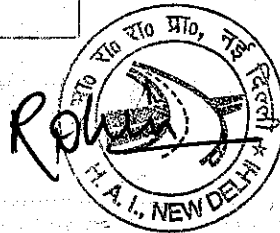
22 DEC 2018



CERTIFICATE

S.No.	Name of Project/Work	Percentage of participation of CDS India in the Project	Date of Start/Appointed Date of Project	Value of Contract as per Agreement/LOA	Value of Work Completed upto 30-09-18	Balance value of work to be completed	Anticipated date of completion
				Rs. in Crore	Rs. in Crore	Rs. in Crore	
				5	6	7 (5-6)	8
1	4- finishing balance work for 4-laning of Mubarakpur Bhopal-Bilaspur section of NH-12 from Lalghati Km. 315.725 to Bhopal bypass junction Km. 324.00 on EPC mode (Package I).	100%	28.11.2017	221.88	71.86	150.02	28.11.2019

Notar This certificate is being issued for the purpose of Tendering by CDS(India) Pvt. Ltd. as required by this letter no- CDS/BPL-1/2018-19/2/18 dated 5/10/2018



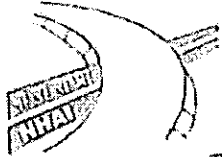
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9 2 2018

Notary Public Delhi

*Signature*

*Signature*  
 प्रमुख निदेशक  
 प्रोजेक्ट निदेशक  
 भारत का निदेशक एवं भारत  
 NHAI (P.U.-Bhopal, M.P.) /



**भारतीय राष्ट्रीय राजमार्ग प्राधिकरण**  
 ( सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार )  
**NATIONAL HIGHWAYS AUTHORITY OF INDIA**  
 (Ministry of Road Transport & Highways, Govt. of India)



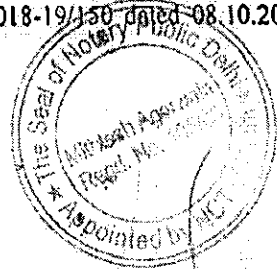
परियोजना क्रियान्वयन इकाई - एच.आई.ए. 5/3-3 अमि कॉलोनी, गंगेश मंदिर के पास, पुराना हथवागल नका, भांगल ( म.प्र. ) - 462016  
 Project Implementation Unit - H.A.I. 5/3-3, Arera Colony, Near Gangesh Mandir, Old Hathwaganj Naka, Bhopal (M.P.) - 462016  
 दूरभाष/Phone : 0755-2465001 & 05 ई-पेज/Email : bhopsal@nhai.org वेबसाइट/Website : www.nhai.gov.in

Date: 16.10.2018

**NHAI/PIU/BPL/NKC-CDS/2018/12097**  
**ONGOING WORKS CERTIFICATE**

1	Name & Address of Employer	National Highways Authority of India G - 5 & 6, Sector-10, Dwarka, New Delhi-110075
2	Name of Contractor	NKC - CDS (Joint Venture) NKC- 74% of the Project Value CDS - 26% of the Project Value
3	Name of the Contract	Balance work for Four Lining of Obedullaganj to Itarsi Section of NH-69 from Km 2.800 to Km 8.300 and from Km 20.700 to Km 63.000 (Design Length 46.3 Km), excluding Km 8.300 to 20.700 Wild Life Area, in the State of Madhya Pradesh (Package-I/ NH-69) on EPC Mode.
4	Contract Package No	Package-I/ NH-69
5	Contract Value	Rs 609.36 Crore
6	Work Completed upto 31.08.2018	Rs 47.40 Crore
7	Value of work remaining to be completed	Rs 561.96 Crore
8	Contractual Commencement Date	14.11.2017
9	Contractual Completion Date	13.11.2019

This certificate is being issued on the request of the contractor M/s NKC- CDS (JV) vide letter no. NKC-CDS/Obe-Itarsi/LEC/2018-19/150 dated 08.10.2018 for tender purpose only.



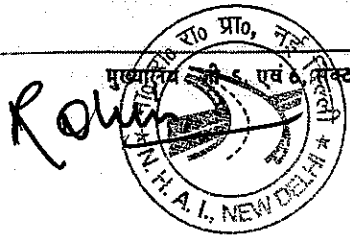
*[Signature]*  
 Project Director  
 PIU, Bhopal (NHAI)

22 DEC 2018

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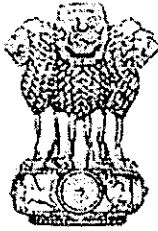
Notary Public Delhi

*[Signature]*



मुख्यालय - एच.आई.ए. 5/3-3, अमि कॉलोनी, गंगेश मंदिर के पास, पुराना हथवागल नका, भांगल ( म.प्र. ) - 462016  
 New Delhi - 110075, दूरभाष : 011-25074100/200

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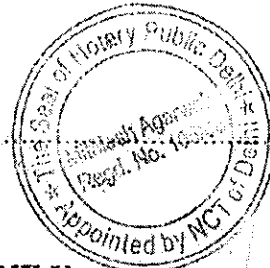
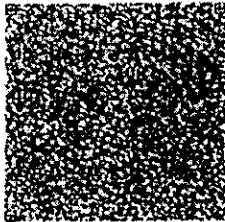
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL65905480441401P
Certificate Issued Date	: 01-Apr-2017 10:36 AM
Account Reference	: IMPACC (IV) dl827903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL82790332421893816768P
Purchased by	: NKC PROJECTS PVT LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NKC PROJECTS PVT LTD
Second Party	: CENTRODORSTORY INDIA PVT LTD
Stamp Duty Paid By	: NKC PROJECTS PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

**THIS IS AN INTEGRAL PART OF APPENDIX-V**  
**JOINT BIDDING AGREEMENT FOR JOINT VENTURE 22 DEC 2018**  
 (Refer Clause 2.1.9 & 2.1.15(g))

For NKC - CDS (JV)

Authorised Signatory

*[Signature]*

*[Signature]*

*[Signature]*

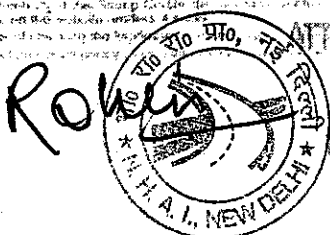
For NKC Projects Pvt. Ltd.

*[Signature]*  
Rohit Kumar Gupta

018

Statutory Alert

*[Small text regarding stamp validity]*



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*[Signature]*  
Notary Public Delhi

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APPENDIX V

JOINT BIDDING AGREEMENT FOR JOINT VENTURE

(Refer Clause 2.1.9 & 2.1.15(g))

THIS JOINT BIDDING AGREEMENT is entered into on this the 07 day of April, 2017.

AMONGST

1. M/s NKC Projects Pvt. Ltd., and having its registered office at C3/438 A, Ground Floor, Janakpuri, New Delhi- 110048 and Corporate office at Plot No. 63, Udyog Vihar, Phase-IV Gurgaon-122016. (Haryana), India (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. M/s Centrodorstroy (India) Pvt. Ltd., having its registered office at B-94, Okhla Phase-II, New Delhi-110020 and (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

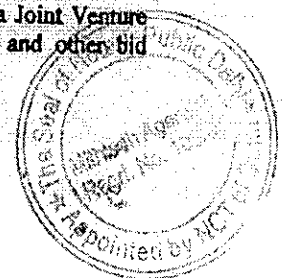
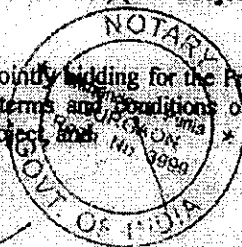
The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS

(A) THE NATIONAL HIGHWAYS AUTHORITY OF INDIA, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G -5 & 6, Sector-10, Dwarka, New Delhi-110075 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "Bids") by its Request for Proposal No. Bid/ Package No.NHA/MP/EPC/11012/Phase-III/Obed- Itarsi/2017 Dt. 03.03.2017 (the "RFP") for award of contract for Balance work for Four Laning of Obedullaganj to Itarsi Section of NH-69 from km. 2.800 to km. 8.300 and from km. 20.700 to km. 63.000 (Design Length 46.3 km.), excluding km. 8.300 to 20.700 Wild Life Area, in the state of Madhya Pradesh (Package-I /NH-69) (the "Project") through an EPC Contract.

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

For NKC Projects Pvt. Ltd.



Handwritten signature of a representative of NKC Projects Pvt. Ltd.

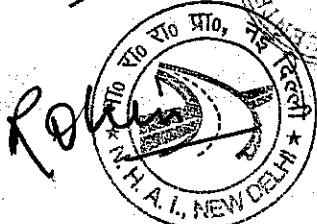


019

For NKC - CDS (JV)

22 DEC 2018

ATTESTED PHOTO COPY of Authorized Signatory



Handwritten signature of a representative of NKC - CDS (JV).



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

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Joint Venture**

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

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

**3. Covenants**

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

**4. Role of the Parties**

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

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

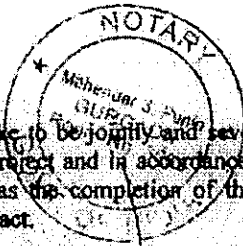
(b) Party of the Second Part shall be the Member of the Joint Venture;

**5. Joint and Several Liability**

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

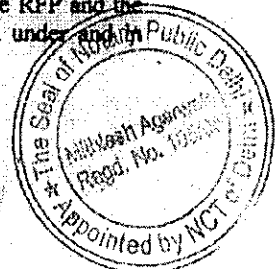
For NKC Projects Pvt. Ltd.

Rohit Kumar Dhillon  
Vice President



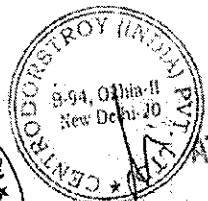
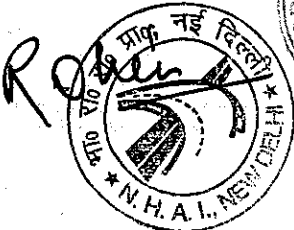
*Roopak Agawal*

Roopak Agawal



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For NKC - CDS (JV) 22 DEC 2018



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Authorised Signatory  
Public Delhi





6. Share of work in the Project

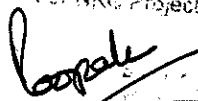

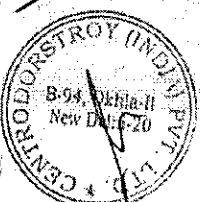
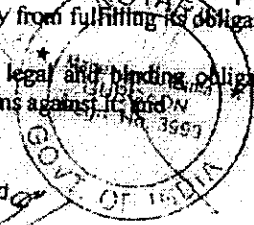
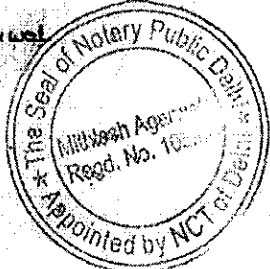
The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

- First Party : NKC Projects Pvt. Ltd. - 74%
- Second Party : Centrodorstroy (India) Pvt. Ltd. - 26%

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against IC and ON

For NKC - CDS (JV)  
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 Authorized Signatory  
 Rohan  
 142  
 22 DEC 2018

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

8. Termination

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

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:  
NKC Projects Pvt. Ltd.



Name: Rohit Kumar Gupta  
Designation: Vice President (F & A)  
Address:  
Plot No. 63, Udyog Vihar Phase-IV,  
Gurgaon-122016 (Haryana)

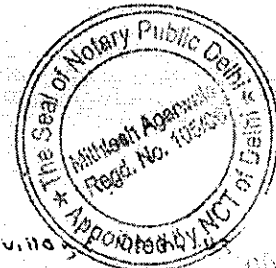
In the presence of:

1. (SANJAY BARTHWAL)  
H.NO 390 DDA  
E-13 PH-9 DWARKA DELHI

For and on behalf of  
SECOND PART  
Centrodstroy (India) Pvt. Ltd.

*Roop Agarwal*

Name: Roopak Agarwal  
Designation: General Manager (Projects)  
Address:  
B-94 Okhla Phase-II,  
New Delhi-110020



2. *manish Bhatnagar*  
RZ-45, Palam villa

22 DEC 2018

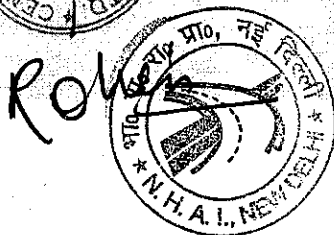
ATTESTED

Mahender S. Punia  
Advocate & Notary  
Distt. Gurgaon (Hry.) India

For NKC - CDS (JV)

022 Authorized Signatory

01 APR 2017




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Notary Public Delhi

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CERTIFICATE


S.No.	Name of Project/Work	Percentage of participation of CDS-NKC (JV) in the Project	Date of Start/Appointed Date of Project	Value of Contract as per Agreement/LOA		Value of Work Completed upto 30-09-18		Balance value of work to be completed		Anticipated date of completion
				Rs. In Crore	5	Rs. In Crore	6	Rs. In Crore	7 (5-6)	
1	4-laning balance work for Mubarakpur (Bhopal) to Blaora section of NH-12 from km. 324.00 to km. 423.00 in the state of Madhya Pradesh EPC mode (Package-II).	100%	19-01-18	511.18	64.68	446.5	19-01-20			

Note: This certificate is being issued for the purpose of Tendering by CDS (India) Pvt. Ltd. as required by this letter no- CDS/BB-2/2018-19/113 dated 6/10/2018

144  


  
 The Seal of Notary Public Delhi  
 \* Registered by the Govt. of Delhi  
 \* Reg. No. 105/06  
 \* Notary Public Delhi


  
 CDS INFRA PROJECTS PVT. LTD.  
 B-94, Okhla-II  
 New Delhi-20

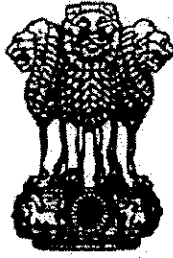
  
 Project Director  
 NHAI Projects, Bhopal  
 Project Director  
 नमो राष्ट्रीय सड़क मिशन  
 NHAI PIU-Bhopal (M.P.)



12 DEC 2018

  
 CDS INFRA PROJECTS PVT. LTD.  
 B-94, Okhla-II  
 New Delhi-20

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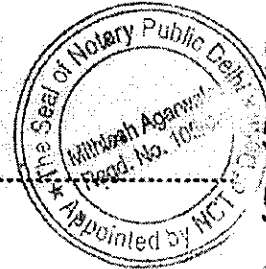
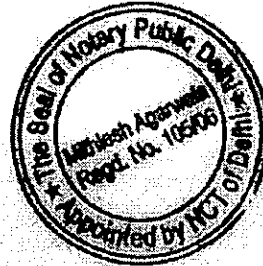
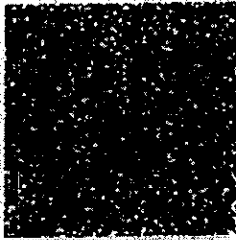
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL48291785757880P
Certificate Issued Date	: 15-Feb-2017 01:13 PM
Account Reference	: IMPACC (IV) d712103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71210397042742424557P
Purchased by	: CENTRODORSTROY INDIA PVT LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CENTRODORSTROY INDIA PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: CENTRODORSTROY INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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### APPENDIX V

#### JOINT BIDDING AGREEMENT FOR JOINT VENTURE (Refer Clause 2.1.9 & 2.1.15(g))

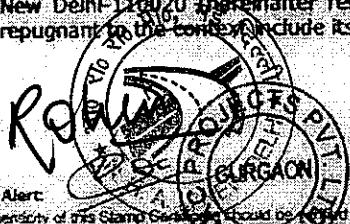
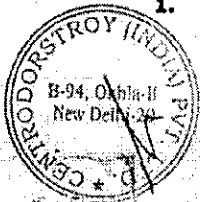
THIS JOINT BIDDING AGREEMENT is entered into on this the 25 Day of March, 2017.

#### AMONGST

- M/s Centrodorstroy (India) Pvt. Ltd., having its registered office at B-94, Okhla Phase-II, New Delhi-110020 (hereinafter referred to as the "First Part" which expression shall unless repugnant to the context include its successors and permitted assigns)

AND

Receipt Agreed



ATTESTED

ATTESTED PHOTO COPY

#### Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at "www.shoestamp.com". Any discrepancy in the details on this Certificate should be reported to the Controller of Stamps, Government of National Capital Territory of Delhi.
- The onus of checking the legitimacy is on the signatory of the certificate.

Notary Public Delhi

Notary Public Delhi

*Coopale*



- 2. M/s NKC Projects Pvt. Ltd., and having its registered office at C3/438 A, Ground Floor, Janakpuri, New Delhi- 110048 and Corporate office at Plot No. 63, Udyog Vihar, Phase-IV Gurgaon-122016, (Haryana), India and (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

**WHEREAS**

THE NATIONAL HIGHWAYS AUTHORITY OF INDIA, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G -5 & 6, Sector-10, Dwarka, New Delhi-110075 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "Bids") by its Request for Proposal No. Bid/ Package No. NHAI/HQ/MP/Tech/BPL-BIO/ PKG-II dated 07.03.2017 (the "RFP") for award of contract for Balance work for Four Laning of Bhopal- Bhaora Section of NH-12 from km 324.00 to km. 423.400 in the State of Madhya Pradesh (Package -II) on EPC Mode (the "Project") through an EPC Contract.

- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Joint Venture**

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture in the name of CDS -NKC (JV) (the "Joint Venture") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and /or through any other Joint Venture constituted for this Project, either directly or indirectly.

**3. Covenants**

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

**4. Role of the Parties**

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

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

**5. Joint and Several Liability**

**ATTESTED**

*Notary Public Delhi*

*22-3-2018*

*Bhopal*

*146*

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

6. Share of work in the Project

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

- First Party : Centrodorstroy (India) Pvt. Ltd. - 74%
- Second Party : NKC Projects Pvt. Ltd. - 26%

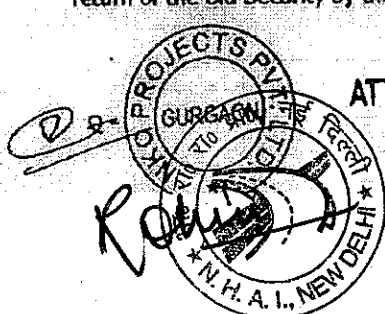
7. Representation of the Parties

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

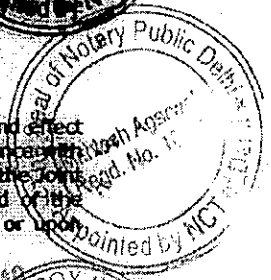
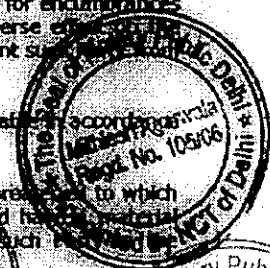
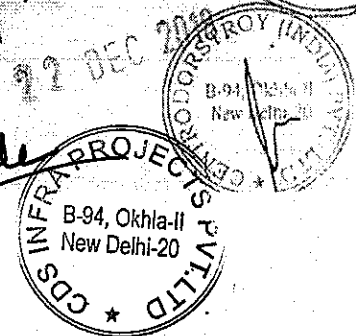
- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party or its fulfillment of its obligations under this Agreement.

8. Termination

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



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9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:  
Centrodstroy (India) Pvt. Ltd.

*Roopak Agarwal*

Name : Roopak Agarwal  
Designation : General Manager (Projects)  
Address:  
B-94 Okhla Phase-II,  
New Delhi-110020

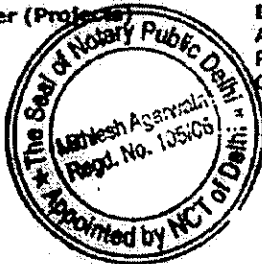
SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART  
NKC Projects Pvt. Ltd.

*Rohit Kumar Gupta*

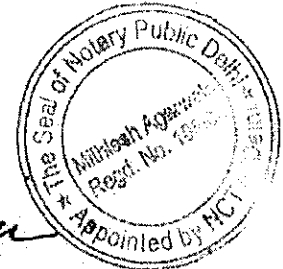
Name : Rohit Kumar Gupta  
Designation : Vice President (F&A)  
Address:  
Plot No. 63, Udyog Vihar Phase-IV,  
Gurgaon-122016 (HARYANA)



In the presence of:

1. *Amita Sharma*

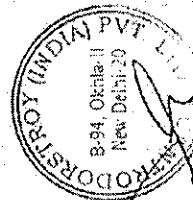
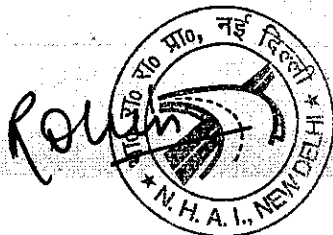
2. *SANJAY BARTHA*



22 DEC 2018

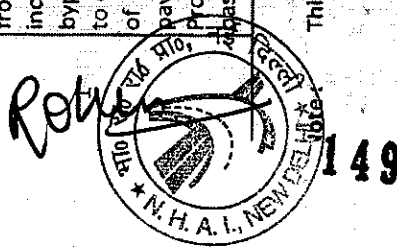
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*[Signature]*  
Notary Public Delhi

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*[Signature]*  
Notary Public Delhi

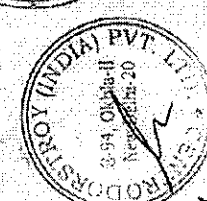
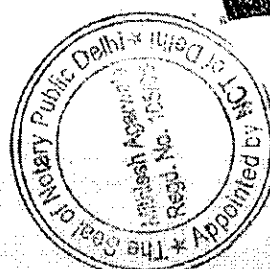


Agreement No. C E - R D - BPL - 10010/06/17-18/1297  
**CERTIFICATE**

S.No	Name of Project/Work	Percentage of participation of CDS India in the Project	Date of Start/appointed date of project	Value of contract as per Agreement/BOA	Value of work Completed upto 12.09.18	Balance value of work to be completed	Anticipated date of completion
1				Rs. In Crore	Rs. In Crore	Rs. In Crore	
2	Rehabilitation and upgradation of Goharganj to Bhopal section of NH-12 from existing km 255/300 to km 301/200 including construction of Obedulleganj bypass from existing km 278/450 of NH-12 to existing km 3/600 of NH -69 in the state of Madhya Pradesh to four-lane with paved shoulder on Engineering, Procurement and construction (the "EPC") basis.	100%	07.02.2018	529.88	23.34	496.54	06.02.2020



This certificate is being issued for purpose of Tendering by CDS (India) Pvt. Ltd.

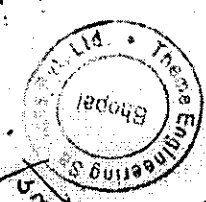


22 DEC 2018

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*(Signature)*  
 22/10/18  
 Divisional Manager  
 MPRDC, Bhopal



*(Signature)*



Appendix - IA  
Annexure: VI A

**Information to be furnished by Technically Responsive Bidder Regarding Updated Bid Capacity as on bid submission date:**

- Name of instant project: Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghati and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodara Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode Project.
- Name of the Technically Responsive Bidder: M/s Centrodorstroy India Pvt Ltd.
- Details of lowest/accepted bid price declared in favour of the Technically Responsive Bidder (either sole or J.V.) in any other project as on bid submission date:

Sl. No.	Name of work	Details and contact nos., email of Bid inviting authority	Lowest bid price as per financial bid opening (Rs. In lakhs)	Date & time when Financial Bid was opened	Date of LOA in case issued	Remarks, if any
Nil	Nil	Nil	Nil	Nil	Nil	Nil

4.

Declaration of Appointed Date/Commencement Date of any other Project as on Bid submission date.	NIL
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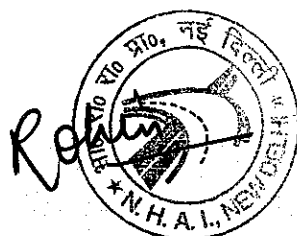
I / We hereby confirm that the information furnished above are latest and true to the best of my/our knowledge. We/I undertake to bear consequences as per provision of RFP in case of any above mentioned is found to be incorrect.

Place: New Delhi

Date: 26/12/2018

For and on behalf of  
Centrodorstroy India Pvt Ltd.

Roopak Agarwal  
Roopak Agarwal  
Assistant Vice President (Projects)



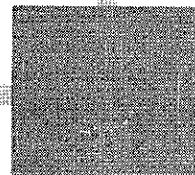
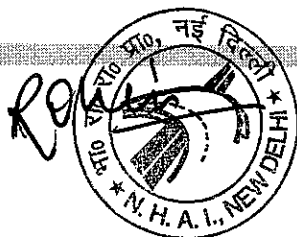
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# ANNEXURE-VIII



*Boopale*

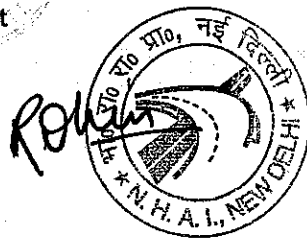


Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)

S. No.	Name of the Work	Contract Price (INR Cr)	Appointed Date	Original Scheduled Completion Date	Likely Date of Completion	Reason for Delay
1.	Construction of Raebarelli - Banda Road Project	292.76	21.04.2014	16.10.2016	02.12.2018	EOT Letter from AE attached
2.	Rehabilitation and Upgradation of from Km 285.000 to 326.000 of NH-76 (Kalapur - Lalata Road)	161.88	09.01.2018	08.01.2020	08.01.2020	-
3.	Widening and reconstruction of existing Km 268.000 (design Km 266.100) to Km 300.000	147.47	30.12.2017	29.12.2019	29.12.2019	-
4.	Rehabilitation and Upgradation of from Km 326.000 to 379.555 of NH-76 (Mau-Jasra)	139.88	15.09.2018	14.03.2020	14.03.2020	-
5.	Rehabilitation and Upgradation of Kabrai - Banda Section (Km 178.000 to 215.000)	124.88	06.03.2018	05.09.2019	05.09.2019	-
6.	Balance Work of 4-Laning of Lalghati (Bhopal) to Mubarakpur section of NH-12 (Km 315.725 to km 324.000)	221.88	28.11.2017	27.11.2019	27.11.2019	-
7.	Obedullaganj - Itarsi NH-69 from Km 2.800 to Km 8.300 and from Km 20.700 to Km 63.000 (Pkg-I)	158.43	14.11.2017	13.11.2019	13.11.2019	-
8.	Balance Work of 4-Laning of Bhopal-Biaora Section of NH-12 from Mubarakpur-Biaora from Km 324.000 to Km 423.400 (Pkg-II)	378.79	19.01.2018	18.01.2020	18.01.2020	-
9.	Goharganj - Bhopal Section of NH-12 from existing Km 355/300 to Km 301/200 including construction of Obedullaganj Bypass from existing Km 278/450 of NH-12 to existing Km 3/600 of NH-69	529.88	07.02.2018	06.02.2020	06.02.2020	-

I / We certify that all the information furnished above is true in all respects.

For &amp; behalf CENTRODORSTROY (INDIA) PVT. LTD.


  
Roopak Agarwal  
Assistant Vice President
Date: 22.12.2018  
Place: New Delhi

TES

TES

**Theme Engineering Services Pvt. Ltd.**  
 C/o Anil Kumar, House No. 343, Saket Nagar,  
 Near Nirmal Hospital, Jail Road, Raebareilly-229001  
 Email:- asthemeraebareilly@gmail.com

TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2018/1765

Date: 17/10/2018

To,  
 The Project Director-PIU  
 National Highways Authority of India  
 784, Vishnu Nagar, Opp. Satyam Hospital,  
 Raebareilly, Uttar Pradesh -229001  
 Phone No. +91 535-2702526, Fax: +91 535-2702527  
 Email id: pdpiuraebareilly@nhai.org

**Sub:** Up-gradation of Raebareilly-Banda Section of NH-232 to 2-lane with paved shoulders from Km 152.533 to Km 285.818 in the State of Uttar Pradesh on EPC mode - Reg. Extension of Time.

**Ref:** M/s Sanjose Constructora S.A. letter no. GSJ/RB/TES/ 041018 dated 16/10/2018.  
 Our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2017/1579 dated 11/05/2018.  
 M/s Sanjose Constructora S.A. letter no. GSJ/RB/TES/ 020518 dated 07/05/2018.  
 Our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2017/1465 dated 22/01/2018.  
 M/s Sanjose Constructora S.A. letter no. GSJ/RB/TES/ 030118 dated 08/01/2018.  
 Our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2017/1316 dated 18/07/2017.  
 M/s Sanjose Constructora S.A. letter no. GSJ/RB/TES/ 010717 dated 04/07/2017.  
 Our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2017/1183 dated 11/04/2017.  
 Our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2017/1122 dated 25/02/2017.  
 M/s Sanjose Constructora S.A. letter no. GSJ/RB/TES/ 180217 dated 21/02/2017.  
 Our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2016/938 dated 22/09/16.  
 Our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2016/704 dated 02/03/16.  
 NHAI, HQ's letter No. GM (T) UP/NHDP IV/R-B of NH-232/2011/77349 dated 22.01.2016.  
 Our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2015/359 dated 26/05/15.

Dear Sir,

In continuation of our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2017/1579 dated 11/05/2018, in which we have analyzed the actual position of project, and recommended 'EOT' IV<sup>th</sup> up to 19.08.2018. All such facts had been detailed in our letter no. TES/NHA/ AE/TL/NH-232/Raebareilly-Banda/2017/1465, in which we have summarized all are recommendation with their due reason for shifting of milestones and EOT's.

But, it is unfortunate fact that due to inevitable circumstances like delay in compensation distribution, non shifting of HT lines and delay in getting approvals from railways. Out of 231m length, still 50mtr of hindrance free land in proposed bypass has not been provided to contractor. Status is as under-

S No	Location	Length (Metre)	Remarks
1	217+398 to 217+448-BHS	50	Due to non-shifting of HT line
2	213+000 to 213+040 - RHS	40	House was dismantled on 26.06.2018
3	214+669 to 214+810 - BHS	141	High Tension Line having capacity of 132 KV was modified on 08.07.2018.
<b>Total</b>		<b>231</b>	

Under the prevailing constrained circumstances where the hindrance still exist on site. Contractor had submitted his entitlement for further extension of time vide is letter no. GSJ/RB/TES/041018 dated

Head Office: B-24, Gokul Vihar, Jaipur Circle, Jaipur-302018, Ph. No. +91-141-2724493-97 Fax: +91-141-2724491  
 E mail: themeraebareilly@gmail.com, hd@themeraebareilly.com Website: www.themeraebareilly.com

Seal of Notary Public, Delhi  
 Attested Photo Copy  
 Notary Public Delhi  
 Dec 2018  
 Seal of N.H.A.I., New Delhi  
 Seal of CDS Infra Projects Pvt. Ltd.  
 B-94, Okhla-II, New Delhi-20  
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16.10.2018 up to 02.12.2018 based on facts indicated that due to inordinate assuming that if he gets approval from railway authority and hindrance free land. We have reviewed this matter including list work front not available and hindrances which are hampering the completion of project.

**1. Delay in Handling Over of Land in Fatehpur & Lalgaon Bypass:-**

Till date 100% length of encumbrance free site is not available to contractor to execute the work. Still 50mtr length is to provided by authority for execution of work, the detail of which is mentioned above.

**2. Delay in approval from Railway Authority:-**

**i) CRS approval & Traffic block in Fatehpur bypass:-**

CRS approval has been received from Railway Authority on dated 21.05.2018. M/s Constructora Sanjose S.A. had submitted schedule and breakup of traffic block vide letter no.GSJ/RB/NHA/010718 dated 06.07.2018 to Authority, but Authority could not provide the traffic blocks in time. Railway Authority has provided the traffic block is as under-

Blocks	Date of Request by EPC contractor	Granted by Railway Authority
1 <sup>st</sup>	14 <sup>th</sup> July' 2018	09 <sup>th</sup> August' 2018
2 <sup>nd</sup>	25 <sup>th</sup> July' 2018	17 <sup>th</sup> August' 2018
3 <sup>rd</sup>	26 <sup>th</sup> July' 2018	18 <sup>th</sup> August' 2018
4 <sup>th</sup>	28 <sup>th</sup> July' 2018	21 <sup>st</sup> August' 2018
5 <sup>th</sup>	01 <sup>st</sup> Aug' 2018	23 <sup>rd</sup> August' 2018
6 <sup>th</sup>	08 <sup>th</sup> Aug' 2018	27 <sup>th</sup> August' 2018
7 <sup>th</sup>	14 <sup>th</sup> Aug' 2018	10 <sup>th</sup> September' 2018

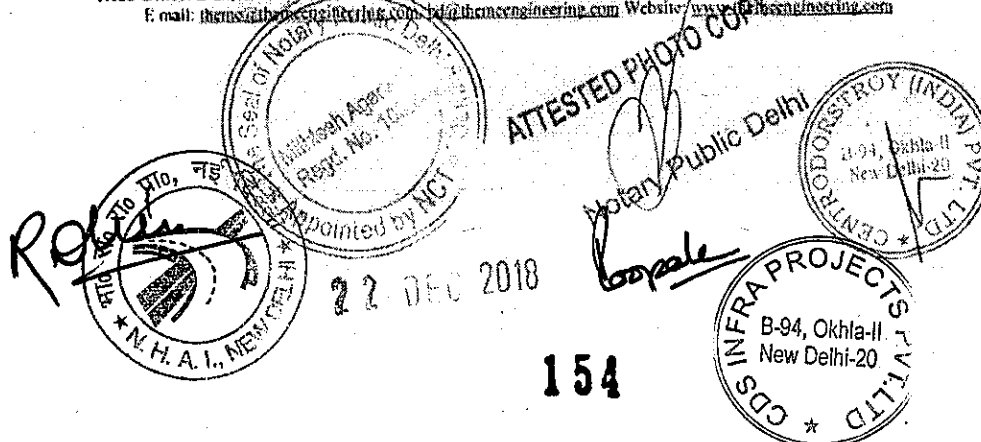
**ii. CRS approval & Traffic block in Lalgaon bypass:-**

CRS approval has been received from Railway Authority on dated 10.05.2018. M/s Constructora Sanjose S.A. had submitted schedule and breakup of traffic block vide letter no.GSJ/RB/NHA/050618 dated 11.06.2018 to Authority.

Authority could not provide the traffic blocks in time. Railway Authority has provided the traffic block is as under-

S.No	Details of required Traffic Block	Description of work for which traffic block is required	Duration of Block
1	1 <sup>st</sup> Block - 10 <sup>th</sup> Aug' 18	Erection of Trestle (CC2) & Erection of Horizontal Crbs (CC2)	1 Hr.
2	2 <sup>nd</sup> Block - 12 <sup>th</sup> Aug' 18	Erection of Track beams (600) over Railway Track.	1 Hr.
3	3 <sup>rd</sup> Block - 20 <sup>th</sup> Aug' 18	Fixing of winch Machine & pulling Arrangements.	1 Hr.
4	4 <sup>th</sup> Block - 25 <sup>th</sup> Aug' 18	Pulling of main trusses	2 Hr.
5	5 <sup>th</sup> Block - 26 <sup>th</sup> Aug' 18	Pulling of Main Trusses	1 Hr.
6	6 <sup>th</sup> Block - 28 <sup>th</sup> Aug' 18	Removal of temporary arrangements below the truss	1 Hr.
7	7 <sup>th</sup> Block - 30 <sup>th</sup> Aug' 18	Lowering of main truss	1 Hr.
8	8 <sup>th</sup> Block - 07 <sup>th</sup> Sept' 18	For casting of deck Slab	1 Hr.

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E. mail: thms@thmseng.com, thms@thmsengineering.com Website: www.thmsengineering.com



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S.No	No. of Blocks	Requested by EPC Contractor			Granted by Railway Authority
		Date	Durations	Activities	
1	1 <sup>st</sup> Block	18 <sup>th</sup> Sep.-2018	2 Hr.	Erection of CC3	26 <sup>th</sup> Sept'2018
2	2 <sup>nd</sup> Block	20 <sup>th</sup> Sep.-2018	1 Hr.	Erection of ISMB 600	28 <sup>th</sup> Sept'2018
3	3 <sup>rd</sup> Block	21 <sup>st</sup> Sep.-2018	1 Hr.	Erection of ISMB 600	28 <sup>th</sup> Sept'2018
4	4 <sup>th</sup> Block	23 <sup>rd</sup> Sep.-2018	2 Hr.	Pulling arrangements	04 <sup>th</sup> Oct'2018
5	5 <sup>th</sup> Block	25 <sup>th</sup> Sep.-2018	2 Hr.	Pulling of structures	06 <sup>th</sup> Oct'2018
6	6 <sup>th</sup> Block	26 <sup>th</sup> Sep.-2018	2 Hr.	Final Pulling of structures	06 <sup>th</sup> Oct'2018
7	7 <sup>th</sup> Block		1 Hr.	Removal of temporary arrangements below the truss	12 <sup>th</sup> Oct'2018

Based on above facts he has requested for maximum number of days required to complete the work will be 105 days as taken earlier while recommending EOT VI<sup>th</sup>. So further 105 days from 19.08.2018 will be 02.12.2018.

Still there is lot of work pending like Backfilling, erection of friction slab with crash barrier, construction of Sub base, base and bituminous layers etc. Status of 181m length are made available for executing the work is as under-

S No	Location	Length (Metre)	Status as on 17.10.2018
1	213+000 to 213+040 - RHS	40	WMM work is in progress
2	214+669 to 214+810 - BHS	141	Sub grade work is in progress
<b>Total</b>		<b>181</b>	

EPC contractor has not completed the above work whose hindrance was removed long back.

### 3. Conclusion:-

#### Obligation of the Contractor

As on date 17.10.2018,  $133.285 - 0.05 = 133.235$  Km length of project without hindrance is available for work which has to be completed on or before 19.08.2018 but he has not completed.

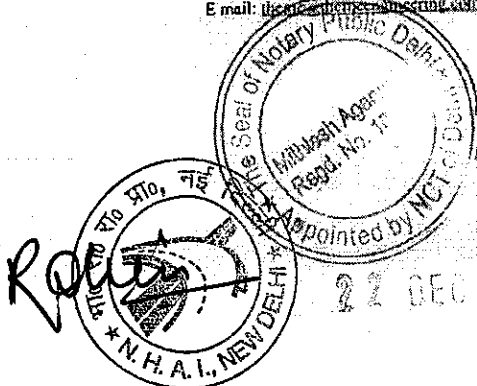
#### Obligation to the Authority

- ⇒ To provide 100% encumbrance free site.
- ⇒ Delay in getting Launching scheme approval from Railway Authority.

#### Recommendation:-

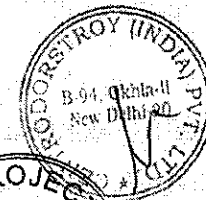
Hence the above revised schedule completion date can be considered only for stretches where land was not made available being it as NHAI obligation or delay due to approval of Drawings from various Govt.

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E mail: [theengineers@rediffmail.com](mailto:theengineers@rediffmail.com), [bd@theengineers.com](mailto:bd@theengineers.com) Website: [www.theengineers.com](http://www.theengineers.com)



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Notary Public Delhi



agencies and where land was made available to contractor but he has not finished the work by 19.08.2018, so it can be considered as contractors default. Since the work could not be still completed till date due to various reasons attributed to both NHAI and contractor. This delay is attributed concurrently to both NHAI and contractor. Therefore schedule completion date is recommended with the following conditions. That the contractor will not lodge any claim/damages from the authority under clause 4.1.5, 8.3 and 9.2 of agreement and NHAI will not recover any liquidated damages.


So new dates will be as under-

S.No	Project Milestone	I <sup>st</sup>	II <sup>nd</sup>	III <sup>rd</sup>	Project Completion
1	As per contract	18.10.2014	20.06.2015	31.01.2016	16.10.2016
2	Revised recommended	16.06.2015	16.12.2015	28.07.2016	14.04.2017 (EOT 1 <sup>st</sup> ) 30.06.2017 (EOT 2 <sup>nd</sup> ) 31.12.2017 (EOT 3 <sup>rd</sup> ) 30.04.2018 (EOT 4 <sup>th</sup> ) 19.08.2018 (EOT 5 <sup>th</sup> )
3	Remarks	Achieved on 16.06.2015	Achieved on 16.12.2015	Achieved on 28.07.2015	02.12.2018 (EOT 6 <sup>th</sup> being recommended)

This EOT VI<sup>th</sup> shall be read in continuation to our earlier recommendation of EOT I<sup>st</sup>, II<sup>nd</sup>, III<sup>rd</sup> IV<sup>th</sup> and V<sup>th</sup>.

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

For: Theme Engineering Services Pvt. Ltd

  
V.K. Singh  
(Acting Team Leader)

Cc: i) Head Office, Theme Engineering Services Pvt. Ltd.  
ii) M/s Constructora Sanjose S.A. Lalumau (Lalganj) Raebareli.

Head Office: B-24, Gokul Vatika, Jawahar Circle, Jaipur-302018, Ph. No. +91-141-2724491-97 Fax- +91-141-2724491  
E mail: [themec@themecengineering.com](mailto:themec@themecengineering.com), [hd@themecengineering.com](mailto:hd@themecengineering.com) Website: [www.themecengineering.com](http://www.themecengineering.com)

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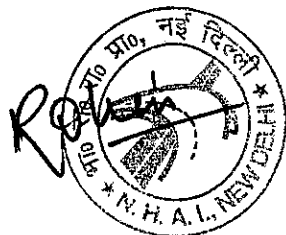
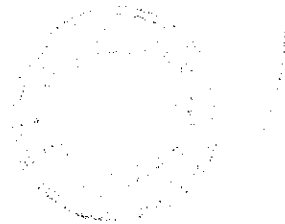
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Seal of NHAI, NEW DELHI

Seal of CENTROPORSTROY (INDIA) LTD. B-94, Okhla-II New Delhi-93

Seal of CDS INFRA PROJECTS PVT LTD B-94, Okhla-II New Delhi-20

## APPENDIX-II (BID SECURITY)



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प.कू. I.D.3024



# कार्पोरेशन बैंक Corporation Bank

सार्वजनिक क्षेत्र का अग्रणी बैंक A Premier Public Sector Bank

G.K.-II, New Delhi

शाखा Branch

नियंत्रक कार्यालय का पता Address of the Controlling Office :

सहायक महा प्रबंधक The Asst. General Manager

आंचलिक प्रबंधक The Zonal Manager

आंचलिक कार्यालय • Zonal Office

CORPORATION BANK

CENTRAL OFFICES DELHI

60, E. ANANDPURI, 1ST FLOOR,

110029, New Delhi

CORPORATION BANK

क्रमांक

Serial

296363

इस प्रावरण पत्र को गारंटी पत्र सं..... दिनांकित.....

राशि के लिए जो..... तक वैध है, के साथ अनुबंधित किया जाये इस कार्यालय द्वारा

\*\* (1) श्री/सुश्री/श्रील..... के संयुक्त हस्ताक्षरों से जारी किया गया है।  
 \*\* (2) श्री/सुश्री/श्रील.....

This covering letter is issued to be annexed to the Letter of Guarantee No. IPBC02.861800103  
 dated 24/12/2018 for amount of Rs. 799,00,000/- valid till 23/09/2019

issued by this office under the joint signatures of

\*\* (1) Mr./Ms/Mx. Manish Kumar - Sr. Manager  
 \*\* (2) Mr./Ms/Mx. Poachi Sharma - Sr. Manager

2. यदि इस गारंटी की पुष्टि की आवश्यकता हो तो इसे उपयुक्त नियंत्रक कार्यालय से प्राप्त करें।

Confirmation of this Guarantee, if the same is desired, should be obtained from the controlling office of the Corporation Bank

दिनांक Date 24/12/2018हस्ताक्षर Signature: [Signature] R.214नाम Name: [Name] नई दिल्ली-110048पदनाम Designation: [Designation] Agg.

हिताधिकारी का नाम व पता Beneficiary's name &amp; address:

National Highways Authority of India  
 G.S & G, Sector -10, Dwarka  
 New Delhi - 110075



[Signature]  
 Bopale

कार्पोरेट कार्यालय : मंगलादेवी मंदिर मार्ग, पो.बॉ.सं. 88, मंगलूरु - 575 001

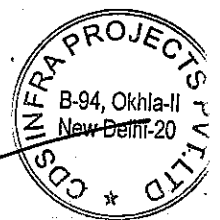
Corporate Office : Mangaladevi Temple Road, P.B. No. 88, Mangaluru - 575 001

\* आंचलिक कार्यालय का पूरा पता दें। This BG is issued on behalf of our client -  
 \* Full address of the Zonal Office shall be furnished. M/s Centrodorshroy Indra Pvt Ltd  
 \*\* गारंटी करार पत्र में हस्ताक्षर करनेवाले अधिकारियों के पूरे नाम व पदनाम का उल्लेख करें।

17478/SNSP/18

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[Signature]  
 Bopale





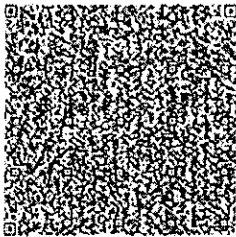
सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

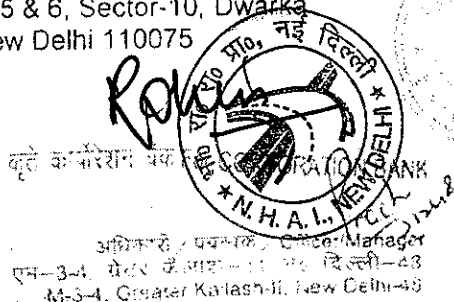
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 Unique Doc. Reference : SUBIN-DL77740342780189632727Q  
 Purchased by : CORPORATION BANK  
 Description of Document : Article Bank Guarantee  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : CORPORATION BANK  
 Second Party : Not Applicable  
 Stamp Duty Paid By : CORPORATION BANK  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line.....

Bank Guarantee for BID Security

To  
 National Highways Authority of India,  
 G-5 & 6, Sector-10, Dwarka  
 New Delhi 110075



IPB602861800103  
 24/12/2018  
 Rs. 799,00,000/-  
 23/09/2019

कृते कॉर्पोरेशन बैंक For CORPORATION BANK  
 अधिकारी / प्रबन्धक / Office/Manager  
 एम-3-4, ग्रेटर कैलाश-11, नई दिल्ली-43  
 M-3-4, Greater Kailash-II, New Delhi-43

*Boopale*

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IPB602861800103

24/12/2018

Rs. 7,99,00,000/-

23/09/2019

1. In consideration of you, **National Highways Authority of India**, having its office at G-5 & 6, Sector-10, Dwarka, New Delhi-110075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of **M/s Centrodorstroy India Pvt. Ltd.** and having its registered office at B-94, Okhla Phase - II, New Delhi - 110020 (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the "**Construction of Eight Lane Expressway Starting at Ch. 47+000 Near Khanpur Ghati and ends at Haryana- Rajasthan Border (Km 47+000 To Km 78+800) Section of Delhi-Vadodara Green Field Alignment (NH-148N) Under Bharatmala Pariyojana in the state of Haryana on Engineering, Procurement & Construction**" Project on EPC mode (hereinafter referred to as "the Project") pursuant to the RFP Document dated 23/08/2018 issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we **Corporation Bank**, having our registered office at Mangla Devi Temple Road, Mangalore (Karnataka) and one of its branches at M - 3&4, Greater Kailash - II, New Delhi - 110048 (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 7,99,00,000/- (Rupees Seven Crore Ninety Nine Lacs Only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding

कृते कार्पोरेशन बैंक For CORPORATION BANK

अधिकारी / प्रबन्धक / Office Manager  
एन-3-4, ग्रेटर कैलाश-11 नई दिल्ली-48  
M-3-4, Greater Kailash-II, New Delhi-48



2 कृते कार्पोरेशन बैंक For CORPORATION BANK

अधिकारी / प्रबन्धक / Office Manager  
एन-3-4, ग्रेटर कैलाश-11 नई दिल्ली-48  
M-3-4, Greater Kailash-II, New Delhi-48

Handwritten signature: *Corporation Bank*



IPB602861800103  
24/12/2019  
Rs. 7,99,00,000/-  
23/09/2019

Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 7,99,00,000/- (Rupees Seven Crore Ninety Nine Lacs Only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law

कृषि कार्पोरेशन बैंक For CORPORATION BANK  
 अधिकारी / प्रबन्धक / Office Manager  
 एम-3-4 ग्रेटर कैलाश-11, नई दिल्ली-48  
 M-3-4, Greater Kailash-II, New Delhi-48



कृषि कार्पोरेशन बैंक For CORPORATION BANK  
 अधिकारी / प्रबन्धक / Office Manager  
 एम-3-4 ग्रेटर कैलाश-11, नई दिल्ली-48  
 M-3-4, Greater Kailash-II, New Delhi-48

Handwritten signature: *Loopale*



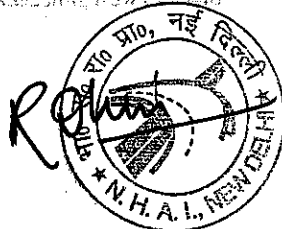
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 24/12/2018  
 Rs. 7,99,00,000/-  
 23/09/2019

relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to Corporation Bank, M – 3&4, Greater Kailash – II, New Delhi – 110048 and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 7,99,00,000/- (Rupees Seven Crore Ninety Nine Lakhs Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before 23.09.2019.
14. This guarantee shall also be operatable at our Corporation Bank, M – 3&4, Greater Kailash – II Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

कृते कार्पोरेशन बैंक For CORPORATION BANK

अधिकारी / प्रबन्धक / Officer/Manager  
 एम-3-4, ग्रेटर कैलाश-11, नई दिल्ली-48  
 M-3-4, Greater Kailash-II, New Delhi-48



कृते कार्पोरेशन बैंक For CORPORATION BANK

अधिकारी / प्रबन्धक / Officer/Manager  
 एम-3-4, ग्रेटर कैलाश-11, नई दिल्ली-48  
 M-3-4, Greater Kailash-II, New Delhi-48



IPBC02861800103  
 24/12/2018  
 Rs. 7,99,00,000/-  
 23/09/2019

15. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHA, the details of which is given as below:

S.No.	Particulars	Deatils
1	Name of Beneficiary	National Highways Authority of India
2	Name of Bank	Canara Bank
3	Account No.	8598201005819
4	IFSC Code	CNRB0008598

Notwithstanding anything contained hereinabove,

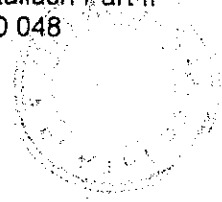
1. Our liability under this guarantee shall not exceed Rs. 7,99,00,000/- (Rupees Seven Crore Ninety Nine Lacs Only).
2. This bank Guarantee shall remain valid upto 23.09.2019,
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if a written claim or demand is served upon us on or before 23.09.2019.

Dated this 21<sup>st</sup> day of December 2018 at New Delhi.

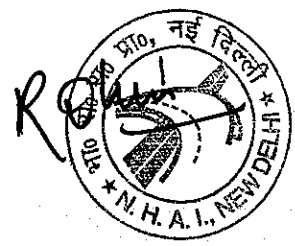
बैंक कॉर्पोरेशन बैंक For CORPORATION BANK  
 अधिकारी / प्रबन्धक / Officer/Manager  
 M-3-4 Greater Kailash-II, New Delhi-110048  
 प्रची शर्मा / PRACHI SHARMA  
 Signature and Seal of the Guarantor  
 S-1248

बैंक कॉर्पोरेशन बैंक For CORPORATION BANK  
 अधिकारी / प्रबन्धक / Officer/Manager  
 M-3-4 Greater Kailash-II, New Delhi-110048  
 नानिश कुमार / NANISH KUMAR  
 Senior Manager  
 K-510

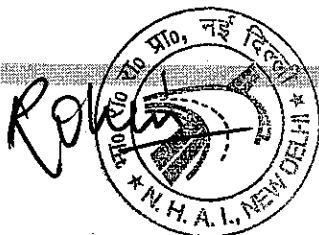
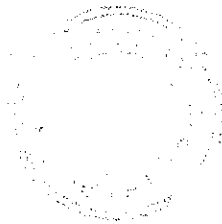
Name of the Bank: Corporation Bank  
 Address : M-3&4 Greater Kailash Part II  
 New Delhi - 110 048



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# APPENDIX-III (POWER OF ATTORNEY)



# CENTRODORSTROY (INDIA) PVT. LTD.

Projects Division: 132 & 133 , First Floor, Vardhman Crown Mall,

LSC, Plot No. 2, Sector 19, Dwarka, New Delhi -110075

Ph.: 011-4555 0222 (32 lines) Fax: 011-4555 0200

Email: mail@cdsipl.com Website: www.cdsipl.com



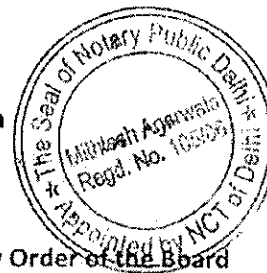
## BOARD RESOLUTION

We hereby certify that the following is the true copy of the resolution adopted by the Board of Directors of M/s Centrodorstroy India Pvt. Ltd. in accordance with their authority at a meeting duly held on 01<sup>st</sup> October 2014 and not subsequently rescinded or modified.

"RESOLVED that Mr. Sandeep Chandra, Managing Director of the Company is hereby authorised to do, execute and perform the acts, matters, and things, on behalf of the Company.

1. To sign all correspondence pertaining to tender work, to sign and submit tender document, joint Venture, pre-qualification documents etc., to be submitted to Govt., Semi Govt., Public & Private Organization etc.
2. To enter into an agreement with any of the tendering authority on acceptance of the bid submitted.
3. To attend meeting for discussion in connection with tender/contract works, pre-qualification etc.
4. And generally to do, execute and perform all and every other acts, matters and things whatsoever in any way arising out of and in relation thereto pertaining to tenders, contracts, pre-qualification etc.
5. To delegate the powers to any other person whom so ever he may find suitable.

Specimen Signature of Mr. Sandeep Chandra



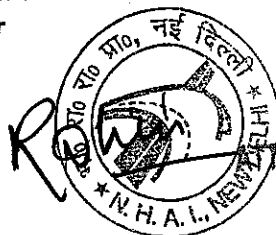
By Order of the Board

Signature attested  
For Centrodorstroy India Pvt. Ltd.

Kavita Chandra  
Director

Kavita Chandra  
Director

22 DEC 2018



REGISTERED COPY

Notary Public, Delhi

Registered office: B-94, Okhla Phase II, New Delhi - 110 020 (INDIA)







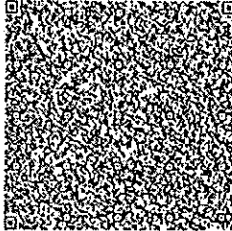
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

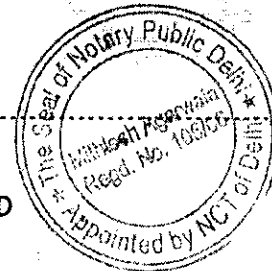
Certificate No.	: IN-DL08448490342940Q
Certificate Issued Date	: 27-Nov-2018 02:22 PM
Account Reference	: IMPACC (IV)/ dl791003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL0322041153960711Q
Purchased by	: CENTRODORSTROY INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CENTRODORSTROY INDIA PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: CENTRODORSTROY INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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### Appendix-III

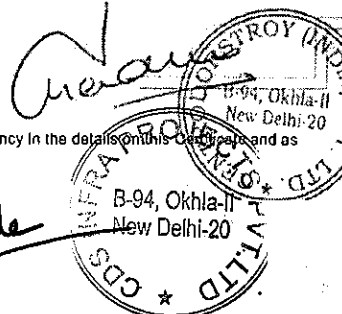
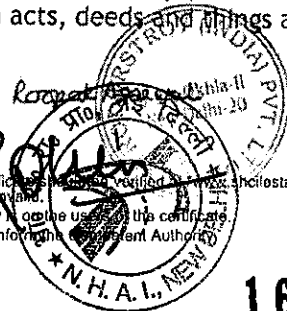
#### Power of Attorney for signing of BID (Refer Clause 2.1.8)



Know all men by these presents, We CENTRODORSTROY INDIA PVT LTD having registered address as B-94, Okhla, Phase - II, New Delhi - 110020, India, do hereby irrevocably constitute, nominate, appoint and authorize Mr. Roopak Agarwal son of Dr. S.K. Agarwala and presently residing at 527, Sanskriti Apartment, Sector - 198, Dwarka, New Delhi - 110075, India, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of Assistant Vice President (Project), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with

#### Statutory Alert:

1. The authenticity of this Stamp Certificate can be verified on the website [www.cholostamp.com](http://www.cholostamp.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy of the use of this certificate is on the user.
3. In case of any discrepancy please inform the Assistant Authority.



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Roopak

or incidental to submission of our BID for the "Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghati and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodara Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode" Project proposed or being developed by the The National Highways Authority of India (the "Authority") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Authority.

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

IN WITNESS WHEREOF WE, CENTRODORSTROY INDIA PVT. LTD., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 22<sup>ND</sup> DAY OF DECEMBER 2018.

*Sandeep Chandra*  
CENTRODORSTROY (INDIA) PVT. LTD.  
B-94, Okhla-II  
New Delhi-20

For .....  
(Signature)  
Name: Sandeep Chandra  
Designation: Managing Director  
Address: 4, Ashoka Avenue, DLF Farms,  
Chhattarpur, New Delhi - 110030

Witness:

1. Arvind Sharma *Arvind*

2. Ram Kishor *RK*

Accepted

*Roopak Agarwal*

CENTRODORSTROY (INDIA) PVT. LTD.  
B-94, Okhla-II  
New Delhi-20

(Signature)

Name: Roopak Agarwal  
Designation: Assistant Vice President (Projects)  
Address: 527, Sanskriti Apartment,  
Sector - 19B, Dwarka,  
New Delhi - 110075

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

The Seal of Notary Public  
Roopak Agarwal  
Regd. No. 100535  
Appointed by NCT

Seal of the Notary  
Registration No. of the Notary

Date: 22 DEC 2018

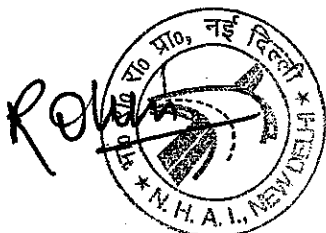
ATTESTED  
NOTARY PUBLIC, DELHI

*Roopak*  
NOTARY PUBLIC, DELHI  
N.H.A.L. NCT

*Roopak*

INDIA PROJECTS PVT. LTD.  
B-94, Okhla-II  
New Delhi-20

**APPENDIX-VI (INTEGRITY PACT)**



*Boysale*



## APPENDIX VI

## INTEGRITY PACT FORMAT

(To be executed on plain paper and submitted alongwith Technical Bid/Tender documents for tenders having a value of Rs. 5 cr or above for Consultancy projects and 100 cr. or above for Construction projects. To be signed by the Bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the MoRTH)

This integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

## BETWEEN

**President of India through Ministry of Road Transport & Highways, Government of India** represented by the Chairman, The National Highways Authority Of India, having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075, (hereinafter referred to as the "Principal/Owner" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

{Name and address of the Firm/Company}, (hereinafter referred to as "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

## Preamble

Whereas, the Principal has floated the Tender {NIT No.....did.....} (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for **Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghati and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodara Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode** (hereinafter referred to as the "Contract"). And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

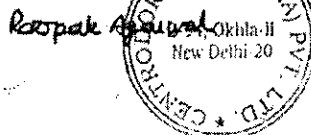
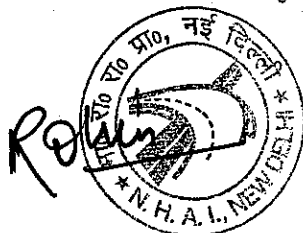
## Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- (a) No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a

Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghati and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodara Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode

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promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitled to.

- (b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

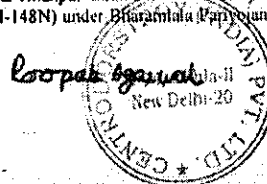
**Article - 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).**

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or nonsubmission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghati and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodara Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode

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*Roopak*



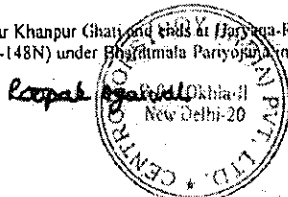
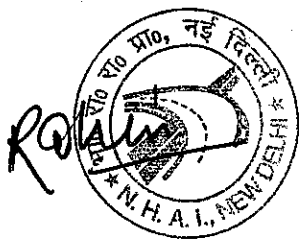
- (e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

**Article - 3 Disqualification from tender process and exclusion from future contracts.**

- (1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghazi and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodara Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode

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*Rajaram*



- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

**Article – 4: Compensation for Damages.**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

**Article – 5: Previous Transgressions**

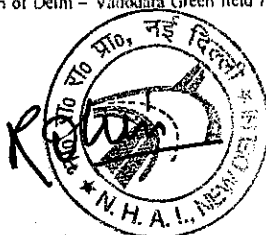
- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

**Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.**

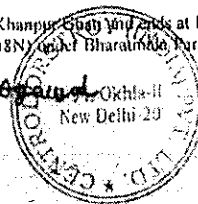
- (1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur, Gurgaon and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi – Vaidolara Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode

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*Roopak Agrawal*



*Roopak*



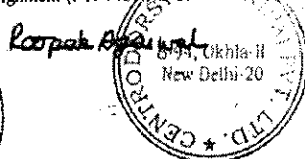
**Article - 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).**

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Article- 8: Independent External Monitor (IEM)**

- (1) The Principal has appointed Shri. R.S. Gujral as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.
- (3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Chafra and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vaidohara Green field Alignment (NH-148) under Bharatmala Pariyojana in the State of Haryana on EPC Mode 79





(8) The word 'Monitor' would include both singular and plural.

**Article - 9 Pact Duration**

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

**Article - 10 Other Provisions.**

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the Principal)

(For & On behalf of the Bidder/ Contractor/ Concessionaire/ Consultant )

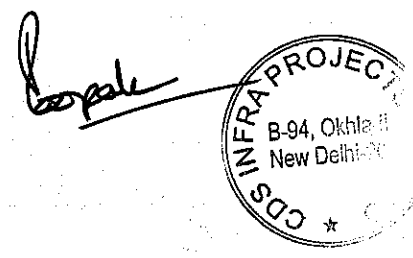
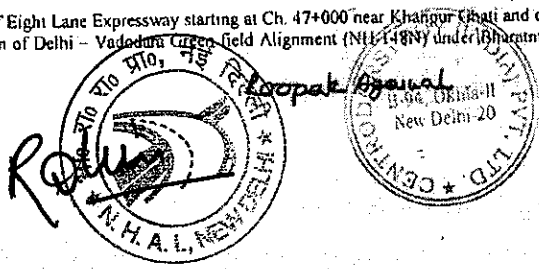
(Office Seal )

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):


Construction of Eight Lane Expressway starting at Ch. 47+000 near Khajur Ghati and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodra Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode



{COUNTERSIGNED and accepted by:

JV Partner}

*Roopate Agastwal*  
B-94, Okhla-II  
New Delhi-20



Construction of Eight Lane Expressway starting at Ch. 47+000 near Khanpur Ghati and ends at Haryana-Rajasthan Border (Km 47+000 to Km 78+800) section of Delhi - Vadodara Green field Alignment (NH-148N) under Bharatmala Pariyojana in the State of Haryana on EPC Mode

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*Roopate*

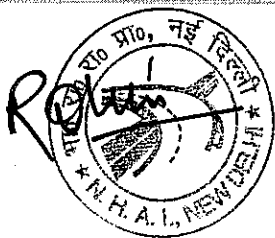


*Roopate*

CDSE INFRA PROJECTS PVT LTD  
B-94, Okhla-II  
New Delhi-20



# UNDERTAKINGS FOR AGREE AND ABIDE DOCUMENTS



*Roopale*

**CENTRODORSTROY (INDIA) PVT. LTD.**

Project Division: 1st Floor, OPG World School Campus,  
Sector-19B, Dwarka, New Delhi-110075 (INDIA)  
Ph. : 011-4555 0222 (32 Lines) Fax : 011-4555 0200  
Email : mail@cdsipl.com Website : www.cdsipl.com



**UNDERTAKING w.e.t. CLASUE 2.11.1 OF RFP**

I hereby undertake that I agree and able by the Bid documents uploaded by NHA and amendments uploaded, if any.

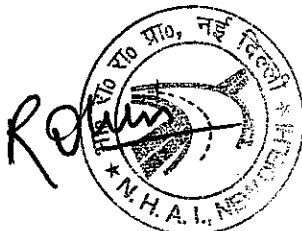
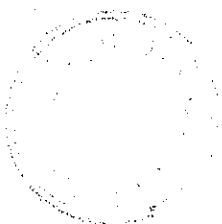
Thanking you,

Yours faithfully  
For Centrodorstroy India Pvt. Ltd.

*(Roopak Agarwal)*  
B-94, Okhla-II  
New Delhi-20

**Roopak Agarwal**  
Assistant Vice President (Projects)

Date: 22.12.2018



*Roopak*

Registered Office : B-94, Okhla Phase II, New Delhi - 110020 (INDIA)

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Ph. : 011-4555 0222 (32 Lines) Fax : 011-4555 0200  
Email : mail@cdisipl.com Website : www.cdisipl.com



**UNDERTAKING w.e.t. CLASUE 2.1.19.1 OF RFP**

We hereby undertake that we do not have any ongoing projects with any pending litigations against any Authority / Government.

Thanking you,

Yours faithfully  
For **Centrodorstroy India Pvt Ltd**

*Roopak Agarwal*  
B-94, Okhla II  
New Delhi-20

**Roopak Agarwal**  
Assistant Vice President (Projects)

Date: 22.12.2018



Registered Office : B-94, Okhla Phase II, New Delhi - 110020 (INDIA)

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Email : mail@cdisipl.com Website : www.cdisipl.com

**UNDERTAKING w.e.t. CLASUE 2.1.19.2 OF RFP**

We hereby undertake that we do not have any ongoing process of blacklisting against any Authority / Government.

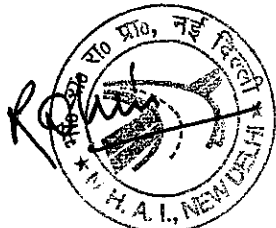
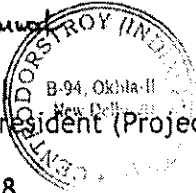
Thanking you,

Yours faithfully  
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*Roopak Agarwal*

Roopak Agarwal  
Assistant Vice President (Projects)

Date: 22.12.2018



*Roopak*

Registered Office : B-94, Okhla Phase II, New Delhi - 110020 (INDIA)