Public Private Partnership
In
Highway Development

CONCESSION AGREEMENT
for
Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode

CONTRACT AGREEMENT
between

NATIONAL HIGHWAYS AUTHORITY OF INDIA
G-5&6, Sector-10, Dwarka, New Delhi-110075

And

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED
DSS 378, sector 16-17, Hisar, Haryana, India, 125001

VOLUME – II

(Annexures)

28th September, 2018

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NATIONAL HIGHWAYS AUTHORITY OF INDIA
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

Notice Inviting Bid

Bid/ Package no NHAI/11012/Raj/Poogal-Bap/BM Dated 19.01.2018

RFP for Upgradation to 2 Lane with Paved Shoulder/4 Lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode.

The Government of India had entrusted to the Authority the development, maintenance and management of National Highway No. 911including the section from Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (approx. 212.107 km). The Authority had resolved to augment the existing road from Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (approximately 212.107 km) of National Highway No. 911 (hereinafter called the "NH911)") in the State of Rajasthan by Two lane with paved shoulder/Four-Laning thereof (the "Project") on design, build, operate and transfer (the "DBOT Annuity" or "Hybrid Annuity") basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Highway	Length (in Km)	Estimated Project Cost (In Rs. Cr.)
Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode	212.107	857.29

The complete BID document can be viewed / downloaded from e-procurement portal of NHAI http://etenders.gov.in from 19.01.2018 to 04.03.2018 (upto 17:00Hrs. IST). Bid must be submitted online only at http://etenders.gov.in during the validity of registration with the NHAI e-Tendering Portal being managed by National Informatic Centre (NIC), i.e. http://etenders.gov.in on or before 05.03.2018 (upto 11.00 hours IST). Technical submissions of the Bids received online shall be opened on 06.03.2018 (at 1130 hours IST).

Bid submitted through any other mode shall not be entertained. However, Bid Security, Demand Draft towards cost of bid document, Power of Attorney and joint bidding agreement etc. as specified in Clause 2.11.2 of the RFP shall be submitted physically by

the Bidder on or before 05.03.2018 (upto 1100 hours IST). Please note that the Authority reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

Mr. B. N. Sahay
General Manager (T)-Rajasthan
National Highways Authority of India
G-5 & 6, Sector-10, Dwarka,
New Delhi-110075
Phone +91-11-25074100/200 (Extn.: 1461)
e-mail: bnsahay@nhai.org

PROCEDURE UNDER E-TENDERING

INSTRUCTIONS TO BIDDER FOR e-TENDERING

(Note: RFP stands modified to the extent required as per these instructions)

Name of Work: Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode.

Definitions:

a. **National Informatics Centre (NIC):** A service provider to develop and customize the software and facilitate the process of e-tendering on application service provider model.

b. **http://etenders.gov.in**: An e-tendering portal of National Highways authority of India ("**NHAI**") introduced for the process of e-tendering which can be accessed on http://etenders.gov.in.

Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal ("RFP").

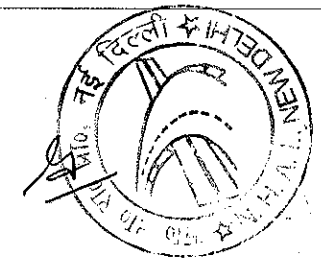
1. Accessing/ Purchasing of BID documents

(i) It is mandatory for all the bidders to have class-III Digital Signature Certificate (DSC) and encryption Component (in the name of person who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of National Highways Authority of India, New Delhi.

DSC should be in the name of the authorized signatory as authorized in Appendix III of the submitted RFP or the person executing/delegating such POA. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). Please ensure the submission of document certifying the class III DSC.

(ii) The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered **non–responsive**.

(iii) To participate in the bidding, it is mandatory for the bidders to get registered their firm / Joint Venture with e-tendering portal of NHAI http://etenders.gov.into have user ID & password which has to be obtained free of cost.



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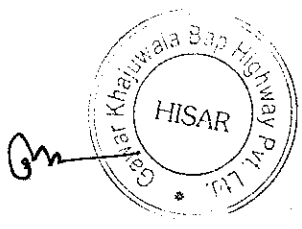


Following may kindly be noted:

(a) Registration should be valid at least up to the date of submission of BID.

(b) BIDs can be submitted only during the validity of their registration with the http://etenders.gov.in

(c) The amendments / clarifications to the BID document, if any, will be hosted on the NHAI website (http://nhai.org) / NHAI e-tendering portal http://etenders.gov.in

(d) If the firm / Joint Venture is already registered with e-tendering portal of NHAI, Government of India and validity of registration is not expired the firm / Joint Venture is not required a fresh registration.

(iv) The complete BID document can be viewed / downloaded from e-tender portal of NHAI http://www.nhai.org or http://etenders.gov.in from 19.01.2018 to 04.03.2018 (upto17.00 Hrs. IST).

(v) To participate in bidding, bidders have to pay a sum of Rs. 90,000/- (Rs. ninety thousand only) as a cost of the RFP process (non-refundable) in favour of **"National Highways Authority of India", Payable at New Delhi** through in the form of Demand Draft Mode.

2. Preparation & Submission of BIDs:

(i) Detailed tender documents for RFP may be downloaded from e-tender portal of NHAI http://etenders.gov.in from 19.01.2018 to 04.03.2018 (upto17:00 Hrs. IST) and tender may be submitted online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-tendering is also available on e- tender portal of NHAI, Government of India.

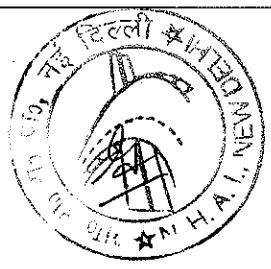
Bid must be submitted online only through e-procurement portal of NHAI (http://etenders.gov.in) using the digital signature of authorized representative of the Bidder on or before 05.03.2018 (upto11.00 hours IST).

(ii) The following documents shall be prepared and scanned in different files (in PDF or RAR format such that file size is not more than 30 MB) and uploaded during the online submission of BID.

A. Only Electronic Form (to be uploaded on the http://etenders.gov.in) (Refer to Clause 2.11.1 of the RFP)

I. Technical Bid

(a) Appendix IA (Letter comprising the Technical Bid) including Annexure-I to VI and supporting certificates / documents. However, those Bidders, whose RFAQ eligibility limit assessed by NHAI is not less than the estimated cost of the Project, are not required to submit Annexure II to IV of Appendix-IA.



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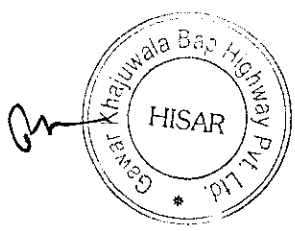

(b) Power of Attorney for signing the BID as per the format at Appendix-III;

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

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

(e) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;

(f) if applicable, Certificate/Copy of RFAQ eligibility limit assessed by NHAI

(g) Copies of Applicant's duly audited balance sheet and profit and loss statement for preceding 5 years.

(h) Copy of BID Security of Rs 8.57 Crores (Rupees eight crore and fifty seven lakh only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.

(i) Copy of Demand Draft of Rs. 90,000/- (Rupees ninety thousand only) towards cost of Bid Document in favour of "National Highways Authority of India" payable at "New Delhi".

(j) Deleted

(k) Bidders shall comply with the provisions of office Memorandum No. 13030/09/2008-vig dated 28.01.2013 issued by NHAI (copy enclosed) i.e. Model agreement furnished herewith for Integrity Pact (IP) shall be submitted by Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement.

(l) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any.

FINANCIAL BID

(m) Appendix-IB (Letter comprising the Financial Bid).

B. Original (in Envelope) and Electronic form (to be uploaded on the http://etenders.gov.in) (Refer to Clause 2.11.2 of the RFP)

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

(b) If applicable, Original Power of Attorney for Lead Member of Joint Venture as per the

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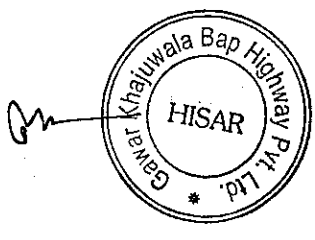

format at Appendix–IV;

(c) If applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix–V;

(d) if applicable, Certificate/Copy of RFAQ eligibility limit assessed by NHAI

(e) BID Security of Rs 8.57 Crores (Rupees eight crore and fifty seven lakh only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.

(f) Demand Draft of Rs. 90,000/- (Rupees ninety thousand only) towards cost of Bid Document in favour of "National Highways Authority of India" payable at "New Delhi".

(g) Bidders shall comply with the provisions of office Memorandum No. 13030/09/2008-vig dated 28.01.2013 issued by NHAI (copy enclosed) i.e. Model agreement furnished herewith for Integrity Pact (IP) shall be submitted by Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement.

(h) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any.

(i) Deleted

(j) Original Statement of Legal Capacity as per format at Annexure V to Appendix I.

(ii) The Bidder shall submit the original documents specified above in point no. 2 (ii) (B) together with their respective enclosures and seal it in an envelope and mark the envelope as "Bids". The said envelope shall clearly bear the name of the Project and name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right and corner of the envelope. The original documents should be submitted before 1100 hours Indian Standard Time on **05.03.2018** at the below mentioned address in the manner and form as detailed in the RFP.A receipt thereof should be obtained from the below mentioned person.

ATTN. OF	:	Mr. B. N. Sahay
DESIGNATION	:	General Manager(T) - Rajasthan
ADDRESS	:	National Highways Authority of India, G-5&6, Sector-10, Dwarka,NewDelhi-110075
Phone No.	:	011-25074100/200 (Extn. 1461)
E-MAIL ADDRESS	:	bnsahay@nhai.org

(iii) The Bidder shall upload scanned copies of the documents as specified in point nos.2(ii)(A)&(B) above on the http://etenders.gov.in before 1100 hours Indian Standard Time, on the Bid Due Date. In the event of any discrepancy between the original and the

N.H.A.I. ... HISAR

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Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

copy (in electronic form), the original shall prevail.

(iv) It may be noted that scan copies can be prepared in different file format i.e. PDF and/ or RAR only. The Bidders can upload a single file of size of 30 MB only but can upload multiple files.

3. AMENDMENT OF RFP:

Any Addendum to the RFP shall be uploaded only on the http://etenders.gov.in **(Refer Clause 2.9.2 of the RFP)**

4. MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS (Refer Clause 2.14.3 of the RFP):

i. The Bidder may modify, substitute or withdraw its e- Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

ii. For modification of e-Bid, Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-Bid again.

5. OPENING AND EVALUATION OF BIDS (Refer to Clause 3.1 of the RFP):

(i) The Authority shall open documents of the Bid received in electronic form as mentioned in point nos. 2(ii)(A) &(B) at 1130 hours Indian Standard Time on **06.03.2018** online, in the presence of the Bidders who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the RFP.

DISCLAIMER

The Bidder must read all the instructions in the RFP and submit the same accordingly.

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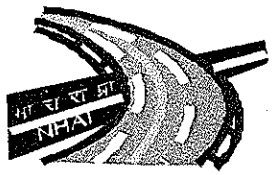


International Competitive Bidding under Single Stage Bidding Process for

Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal- Dantour- Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode

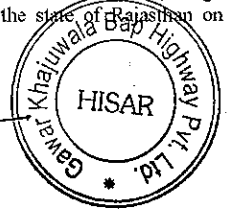
REQUEST FOR PROPOSAL (RFP)

BID DOCUMENT

VOLUME -I

INSTRUCTIONS TO BIDDERS

January 2018



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Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

NATIONAL HIGHWAYS AUTHORITY OF INDIA
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

Notice Inviting Bid

Bid/ Package no NHAI/11012/Raj/Poogal-Bap/BM Dated 19.01.2018

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Name of the Highway	**Length** (in Km)	**Estimated Project Cost** (In Rs. Cr.)
Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode	212.107	857.29

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Bid submitted through any other mode shall not be entertained. However, Bid Security, Demand Draft towards cost of bid document, Power of Attorney and joint bidding agreement etc. as specified in Clause 2.11.2 of the RFP shall be submitted physically by

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

the Bidder on or before 05.03.2018 (upto 1100 hours IST). Please note that the Authority reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

Mr. B. N. Sahay
General Manager (T)-Rajasthan
National Highways Authority of India
G-5 & 6, Sector-10, Dwarka,
New Delhi-110075
Phone +91-11-25074100/200 (Extn.: 1461)
e-mail: bnsahay@nhai.org

Gen. Mgr. Khajuwala Bap Highway Pvt. Ltd. HISAR

DISCLAIMER

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

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

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

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

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

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

any reason whatsoever.

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

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GLOSSARY

Associate	As defined in Clause 2.1.18
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
BID(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
BID Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.4
BID Price	As defined in Clause 1.2.6
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1
Consortium	As defined in Clause 2.2.1(a)
Demand Draft	As defined in Clause 2.20.2
Estimated Project Cost	As defined in Clause 1.1.4
Feasibility Report	As defined in Clause 1.2.3
Government	Government of India
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.8.4
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.8.1

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

N.H.A.I.
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NATIONAL HIGHWAYS AUTHORITY OF INDIA

SECTION 1

INTRODUCTION

1.1. Background

1.1.1 The National Highways Authority of India(the **"Authority"**) is engaged in the development of National Highways and as part of this endeavour, the Authority has decided to undertake development and operation / maintenance of Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura- Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan Project (the "Project") through Public Private Partnership (the "PPP") on Design, Build, Operate and Transfer ("DBOT Annuity or Hybrid Annuity") basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. A brief description of the Project may be seen in the Information Memorandum of the Project at the Authority's website www.nhai.org/ http://etenders.gov.in. Brief particulars of the Project are as follows:

Project Name	**Length** (in Km)	**Estimated Project Cost** (In Rs. Cr.)
Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode	212.107	857.29

1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or its substitute thereof for undertakes to incorporate as such prior to execution of the concession agreement (the "**Concessionaire**"), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the "**Concession Agreement**") to be entered into

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between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.3 The scope of work will broadly include rehabilitation, upgradation and widening of the existing carriageway to four-lane standards with construction of new pavement, rehabilitation of existing pavement, construction and/ or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc. including those prescribed in the Concession Agreement and its Schedules and the operation and maintenance thereof.

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

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").

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

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

1.2. Brief description of Bidding Process

1.2.1 The Authority has adopted a single stage two envelop process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two envelops. Prior to or along with the Bid, the Bidder shall pay to the Authority a sum of Rs. 90,000/- (Rupees ninety thousand only) as the cost of the RFP process. Eligibility and

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qualification of the Bidder will be first examined based on the details submitted under first envelop (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium). The Financial Bid under the second envelop shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

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

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

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

1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs.8.57 Crores (Rupees eight crore and fifty seven lakh only)(the "Bid Security"), refundable not later than 90(ninety)days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same

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shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

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

1.2.6 Bids would be evaluated on the basis of the lowest assessed Bid Price (the "**Bid Price**"). The Bid Price shall be summation of (a) Net Present Value (NPV) of Bid Project Cost during the Concession Period and(b) NPV of O&M cost (the "**O&M Cost**") during the O&M Period, required by a Bidder for implementing the Project and shall be paid as per the provisions of Article 23 of the Concession Agreement. The Concession Period is pre-determined, as indicated in the Concession Agreement. The assessed Bid Price shall constitute the sole criteria for evaluation of Bids. Subject to Clause2.16, the Project will be awarded to the Bidder quoting the lowest assessed Bid Price.

The discount rate for calculation of NPV shall be Bank Rate[1] +3% and Bank Rate shall be the applicable Bank Rate on the date of submission of the Bid.
In this RFP, the term "Lowest Bidder" shall mean the Bidder who's assessed Bid Price is the lowest.

1.2.7 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.8 In the event, the Bid Project Cost of the Lowest Bidder is lower by more than 10% with respect to the Estimated Project Cost, the Concessionaire shall submit an Additional Performance Security (the "**Additional Performance Security**" as per the provision of the Concession Agreement. The Additional Performance Security shall be determined @ 10% of the difference in the Estimated Project Cost and the Bid Project Cost.

1.2.9 The Concessionaire shall not be entitled to levy and charge a user fee from users of the Project.

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

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

1.2.11 Any queries or request for additional information concerning this RFP shall be submittedby e-mail to the officer designated in Clause2.11.4 below with identification/ title: "Queries/Request for Additional Information:
RFP for Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode

1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	19.01.2018
2.	Last date for receiving queries	13.02.2018 at 11.00 Hrs.
3.	Pre-Bid meeting at venue mentioned at Clause 2.11.4	13.02.2018 at 1100 Hrs
4.	Authority response to queries latest by	19.02.2018
5	Last Date of Request for Bid Documents	04.03.2018 upto 1700 Hrs.
6.	Date of submission of Tender/Bid (online) - Bid Due Date	05.03.2018 upto 1100 Hrs.
7.	Physical Submission of Bid Security/POA etc.	at 1100 Hrs IST on BID Due Date i.e. 05.03.2018
8.	Opening of Technical Bid at venue provided in Clause 2.11.4	at 11.30 Hrs. on 06.03.2018
9.	Declaration eligible / qualified Bidders	15th days from BID Due Date
10.	Opening of Financial Bid	23rd days from BID Due Date
11.	Date of issue of Letter of Award (LOA) in case where Authority is competent	30th days of BID Due Date
12.	Date of issue of LOA after obtaining approval from competent authority in MORTH, where Authority is not competent	55th days of BID Due Date
13.	Validity of Bid	120 days from Bid Due Date
14.	Signing of Agreement	Within 45 days of award of LOA

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SECTION-2
INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

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

2.1.2 An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised/apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.

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

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

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

2.1.6 The Bidder shall deposit a Bid Security of Rs.8.57 Crores (Rupees eight crore and fifty seven lakh only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in

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the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also submit Demand Draft of Rs. 90,000/- (Rupees ninety thousand only) towards cost of bid document.

2.1.7 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90(ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.

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

2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, which Member shall thereafter be identified as the Lead Member, in the format at Appendix – IV[e].In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Appendix V shall be submitted by the Bidder.

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

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

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

[e] *In case of a Consortium, the Members should submit a Power of Attorney infavour of the any Member as per the format as Appendix-IV. Such Member shall thereafter be identified as the Lead Member. The Lead Member should submit a power of Attorney as per the format in Appendix-III, authorising the signatory of the Application. Members of the Consortium of need not submit Power of Attorney as per the format at Appendix-III, authorising the signatory of the Application.*

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2.1.13 This RFP is not transferable.

2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.15 Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "**SPV**"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

(a) Number of members in a Consortium shall not exceed 6 (six). However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents but information sought in the Bid may be restricted to 4 (four) members in the order of their equity contribution;

(b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;

(c) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

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

(e) an individual Bidder cannot at the same time be member of a Consortium applying RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;

(f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

(g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "Jt.

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Bidding Agreement"), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

(i) convey the intent to form an SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

(ii) clearly outline the proposed roles and responsibilities, if any, of each member;

(iii) commit the minimum equity stake to be held by each member;

(iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;

(v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and

(vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

(h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

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2.1.16 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

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

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

2.1.18 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.4, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the **"Associate"**). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.19 The following conditions shall be adhered to while submitting a Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

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(b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;

(c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and

(d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.20 While Qualification is open to persons from any country, the following provisions shall apply:

(a) Where, on the date of the Bid, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident outside India; or

(b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Eligibility and / or opening of Financial Bid and or award of the Project to such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

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

2.1.22 During the period from the date of the Concession Agreement until the Appointed Date (the "**Development Period**"), the Concessionaire shall maintain the existing Project road, in such a manner so as to ensure that the road is in pothole free condition and also to ensure that the quality of service and safety are maintained and in the event of any material deterioration or damage other than normal wear and tear, the Concessionaire shall undertake repair thereof. The Concessionaire shall make necessary provisions for inclusion of costs related to maintenance during the Development Period in its Bid.

2.2 Eligibility and qualification requirements of Bidder

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

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

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

(c) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"),without prejudice to any other

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right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof(or any shareholder thereof having a shareholding of not more than 25%(twenty five percent) of the paidup and subscribed capital; of such Bidder, Member or Associate, as the case maybe) in the other Bidder, its Member or Associate, is not more than 25%(Twenty five percent)of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section4Aofthe CompaniesAct,1956/2013.For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on aproportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

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

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or

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subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

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

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

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

(vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Ministry of Road Transport & Highways, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in thisClause2.1.12, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

(d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the

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

Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Bidder may, within 10 (ten) days after the Application Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. However his financial bid shall not be opened.

Provided further, in case the Authority seeks information / clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.20.7 (a) and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the **"Technical Capacity"**), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

(i) paid for, or received payments for, construction of Eligible Project(s); and/ or

(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1; and/ or

(iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1, such that the sum total of the above, as further adjusted in accordance with clause 3.4.6, is more than Rs.857.29 Crore (Rupees eight hundred fifty seven crore and twenty nine lakh only) (the **"Threshold Technical Capability"**).

Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.4.1.

(B) **Financial Capacity**: The Bidder shall have a minimum Net Worth (the **"Financial Capacity"**) of Rs. 214.32 Crore (Rupees two hundred fourteen crore and thirty two lakh only) at the close of the preceding financial year[§].

In case of a Consortium, the combined technical capability and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement[£].

Provided further that each member of the Consortium shall have a minimum Net Worth of 12.5% of Estimated Project Cost in the immediately preceding financial year[§€].

2.2.3 **O&M Experience:** The Bidder shall engage an experienced O&M contractor or hire qualified and trained personnel for operation and maintenance of the Project in conformity with the provisions of the concession agreement.

[§] In case a Bidder has issued any fresh Equity Capital during the current financial year, the same shall be permitted to be added to the Bidder's Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect.

[£] The Authority may, in its discretion, impose further obligations in the Concession Agreement, but such obligations should provide sufficient mobility for partial divestment of equity without compromising the interests of the Project.

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2.2.4 The Bidders shall enclose with its bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

(i) Certificate(s) from its statutory auditors[2$] or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

(ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the **"Net Worth"**) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

2.3 Proprietary data

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

2.4 Cost of Bidding

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

[$] In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

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2.5 Site visit and verification of information

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

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

(a) made a complete and careful examination of the Bidding Documents;
(b) received all relevant information requested from the Authority;
(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
(f) acknowledged that it does not have a Conflict of Interest;
(g) agreed to be bound by the undertakings provided by it under and in terms hereof; and
(h) has made necessary provisions for inclusion of costs related to maintenance during the Development Period in its Bid as per Clause 21.1.22.

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

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2.6 Verification and Disqualification

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

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

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

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

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

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

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B. DOCUMENTS

2.7 Contents of the RFP

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

Invitation for BIDs

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

Appendices

IA	Letter comprising the Technical Bid including Annexure I to VI
IB	Letter comprising the Financial Bid
II.	Bank Guarantee for Bid Security
III.	Power of Attorney for signing of Bid
IV.	Power of Attorney for Lead Member of Consortium
V.	Joint Bidding Agreement for Consortium
VI.	Integrity Pact

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

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

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

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Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

2.9 Amendment of RFP

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

2.9.2 Any Addendum issued hereunder will be in writing and shall be send to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date[$].

[$]While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

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C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, proof of online payment of cost of bid document, POA and Joint Bidding Agreement etc. as specified in Clause 2.11.2 of the RFP are received in hard copies.

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

2.11 Documents comprising Technical and Financial Bid

2.11.1 The Bidder shall submit the Technical Bid& Financial Bid online through e-procurement portalhttp://etenders.gov.incomprising of the following documents along with supporting documents as appropriate:

Technical Bid

(a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents. However, those Bidders, whose RFAQ eligibility limit assessed by NHAI is not less than the estimated cost of the Project, are not required to submit Annexure II to IV of Appendix-IA;

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

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

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

(e) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;

(f) Copies of Applicant's duly audited balance sheet and profit and loss statement for preceding 5 years[€].

(g) if applicable, Certificate/Copy of RFAQ eligibility limit assessed by NHAI

(h) Integrity Pact as per format given in Appendix VI shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement;

[€] The Bidders who have been pre-Qualified by NHAI at RFAQ stage and submitted their Certificate/Copy of RFAQ eligibility limit assessed by NHAI, need not submit these details.

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(i) BID Security of Rs. 8.57 Crores (Rupees eight crore and fifty seven lakh only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.

(j) Copy of Demand Draft of Rs. 90,000/- (Rupees Ninety thousand only) towards cost of Bid document.

(k) Deleted;

(l) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any.

Financial Bid

(m) Appendix-IB (Letter comprising the Financial Bid)[β]

2.11.2 The Bidder shall submit the following documents physically:

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

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

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

(d) if applicable, Certificate/Copy of RFAQ eligibility limit assessed by NHAI

(e) Bid Security of Rs. 8.57 Crores (Rupees eight crore and fifty seven lakh only) in the form of Original Demand Draft or Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank.

(f) Demand Draft of Rs. 90,000/- (Rupees Ninety thousand only) towards cost of Bid Document.

(g) Integrity pact on plain paper shall be submitted by the Bidder with the RFP Bid duly signed by Authorized signatory & shall be part of the Concession Agreement;

(h) Deleted

(i) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by NHAI and amendments uploaded, if any.

(j) Original Statement of Legal Capacity as per format at Annexure V to Appendix I.

2.11.3 The documents listed at clause 2.11.2shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**BID for the Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal**

[β] Appendix – IB shall be uploaded in a separate folder along with the financial quotation.

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Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on BOT (Hybrid Annuity) Mode Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

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

ATTN. OF: Mr. B. N. Sahay
DESIGNATION: General Manager (T) – Rajasthan
ADDRESS: National Highways Authority of India
G-5&6, Sector-10, Dwarka,
New Delhi-110075
Phone No. 011-25074100/200(Extn.:1461)

E-MAIL ADDRESS: bnsahay@nhai.org

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

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

2.12 Bid Due Date

Technical & Financial Bid comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal http://etenders.gov.inon or before 1100 hrs IST on 05.03.2018 Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 1100 hours IST on 05.03.2018 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP.A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.13 Late Bids

E-procurement portal http://etenders.gov.inshall not allow submission of any Bid after the prescribed date and time at Clause 2.12. Physical receipt of documents listed at Clause 2.11.2 of the RFP after the prescribed date and time at Clause

2.12 shall not be considered and the bid shall be summarily rejected.

2.14 Procedure for e-tendering

2.14.1 Accessing/ Purchasing of Bid documents

2.14.1.1 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Authority.

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.

The Authorized Signatory holding Power of Attorney (POA) and the person executing/delegating such POA shall only be the Digital Signatory. In other cases, the Bid shall be considered non-responsive.

2.14.1.2 To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Consortium with e-procurement portal of the Authority http://etenders.gov.in to have user ID & password which has to be obtained free of cost. Following may kindly be noted:

a) Registration with e-procurement portal of the Authority should be valid at least up to the date of submission of Bid.
b) Bids can be submitted only during the validity of registration.

2.14.1.3 If the firm / Consortium is already registered with e-tendering service provider of the Authority, and validity of registration is not expired the firm / Consortium is not required a fresh registration.

2.14.1.4 The complete Bid document can be viewed / downloaded by the Bidder from e-procurement portal of the Authority http://etenders.gov.in from 19.01.2018 to 04.03.2018 (upto1700 Hrs. IST).

2.14.1.5 Deleted.

2.14.2 Preparation & Submission of Bids:

2.14.2.1 The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on e-procurement portal of the Authority.

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2.14.2.2 The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or RAR format such that file size is not more than 30 MB) and uploaded during the on-line submission of BID.

2.14.2.3 Bid must be submitted online only through e-procurement portal of the Authority http://etenders.gov.in using the digital signature of authorised representative of the Bidder on or before 05.03.2018 upto1100 hours IST).

2.14.3 **Modifications/ Substitution/ withdrawal of Bids**

2.14.3.1 The Bidder may modify, substitute or withdraw its e- Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

2.14.3.2 For modification of e-Bid, Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-Bid again.

2.15 Online Opening of Bids.

2.15.1 Opening of Bids will be done through online process.

2.15.2 The Authority shall on-line open Technical Bids on 06.03.2018 at 11:30 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The NHAI will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.16 Rejection of Bids

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

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

2.17 Validity of Bids

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

2.18 Confidentiality

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

2.19 Correspondence with the Bidder

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

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D. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "**Bank Guarantee**") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Delhi (the "**Demand Draft**"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.20.4 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

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

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2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

a) If a Bidder submits a non-responsive Bid;

Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.20.7 (a), the Damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.

b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;

c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d) In the case of Selected Bidder, if it fails within the specified time limit –

i) to sign and return the duplicate copy of LOA;
ii) to sign the Concession Agreement; or
iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or

In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

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SECTION-3
EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Opening and Evaluation of Technical Bids

3.1.1 The Authority shall open the Technical Bids received physically & online at 1130 hours IST on 06.03.2018, at the place specified in Clause 2.11.4and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

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

(a) Technical Bid is received online as per the format at Appendix-IA including Annexure I to V. However, those Bidders, whose RFAQ eligibility limit assessed by NHAI is not less than the estimated cost of the Project, are not required to submit Annexure II to IV of Appendix-IA
(b) Documents listed at clause 2.11.2 are received physically;
(c) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.6 and 2.1.7;
(d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
(e) Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required;
(f) Technical Bid contain all the information (complete in all respects);
(g) Technical Bid does not contain any condition or qualification;
(h) Integrity Pact as per format given in Appendix VI has been submitted by the Bidder with the RFP Bid duly signed by Authorised signatory;
(i) Technical Bid contains Demand Draft of Rs. 90,000/- (Rupees Ninety thousand only) towards cost of Bid document
(j) it is not non-responsive in terms hereof.

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

3.3 Evaluation parameters

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.3.2 A Bidder's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and
(b) Financial Capacity

3.4 Technical Capacity for purposes of evaluation

3.4.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the **"Eligible Experience"**) in relation to eligible projects as stipulated in Clauses 3.4.3 and 3.4.4 (the **"Eligible Projects"**):

Category 1: Project experience on Eligible Projects in highways sector that qualify under Clause 3.4.3
Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.4.3
Category 3: Construction experience on Eligible Projects in highways sector that qualify under Clause 3.4.4
Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.4.4

For the purpose of this RFP:

(a) highways sector would be deemed to include highways, expressways, bridges, tunnels and airfields; and
(b) core sector would be deemed to include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.[$]

[$] Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant.

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3.4.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.4.3 For a project to qualify as an Eligible Project under Categories 1 and 2:

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

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

(c) the capital cost of the project should be more than Rs. 85.73 Crore (Rupees eighty five crore and seventy three lakh only); and

(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products telecommunications or fare/freight revenues and other incomes of the company owning the Project.

3.4.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 85.73 Crore (Rupees eighty five crore and seventy three lakh only); shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.4.5 The Bidders shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a

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member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.4.6 A Bidder's experience shall be measured and stated in terms of a score (the **"Experience Score"**). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.4.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 3.4.6: Factors for Experience across categories

	Factor
Category 1	1.45
Category 2	1.0
Category 3	1.0
Category 4	0.70

3.4.7 The Experience Score determined in accordance with Clause 3.4.6 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

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

3.4.9 (a) The Experience Score of the Bidder shall be computed as a weighted average of the Experience Score of a member and its proposed equity stake (%) in the Consortium,

(b) Similarly, the Financial Score of the Bidder shall be computed as a weighted average of the Financial Score of a member and its proposed equity stake (%) in the Consortium

Provided that the financial strength or the experience score taken into assessment will be only of those who contribute a minimum 26% share to the Consortium.

Illustration:

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For illustration and avoidance of any doubts, the following method is placed in clarification:

If Company A (Net-Worth: Rs 1000 crores) & Company B (Net-Worth: Rs 500 crores) in a Consortium with shareholding of A as 60% and B as 40% then the Weighted Financial Score of the Consortium shall be:

For Weighted Financial Score

1000 X 60% + 500 X 40% = 800 Crores

For Weighted Experience Score

If Company A has been assessed to have an Experience Score of 1000 and Company B has been assessed to have an Experience Score of 500, in a Consortium with shareholding of A as 60% and B as 40%, then the Weighted Experience Score of the Consortium shall be

1000 X 60% + 500 X 40% = 800

3.5 Details of Experience

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

3.5.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.

3.5.3 The Bidders should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.5.4 The Bidders who have been Pre-qualified at RFAQ stage should enclose the letter of Pre-qualification issued by the Authority and need not furnish the information sought in Clause 3.5.1, 3.5.2 and 3.5.3 above.

3.6 Financial information for purposes of evaluation

3.6.1 The Bids must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.

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

3.6.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-IA.

3.6.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

3.6.5 The Bidders who have been Pre-qualified at RFAQ stage should enclose the letter of Pre-qualification issued by the Authority and need not furnish the information sought in Clause 3.6.1, 3.6.2 and 3.6.3 and 3.6.4 above.

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

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

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

3.7 Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal of NHAI and e-mail. The Authority shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publically announce the assessed Bid Price for each of the technically responsive Bidder. The Authority shall

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prepare a record of opening of Financial Bids.

3.8 Selection of Bidder

3.8.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who's assessed Bid Price is the lowest, shall be declared as the selected Bidder (the "**Selected Bidder**").

3.8.2 In the event that, the assessed Bid Price of two or more Bidders is the same (the "**Tie Bids**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend

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

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

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

3.9 Contacts during Bid Evaluation

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

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3.10 Correspondence with Bidder

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

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

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

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SECTION-4

4. FRAUD AND CORRUPT PRACTICES

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

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

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

(k) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA

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or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(l) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

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

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

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

4.4 Bidder shall comply with the provisions of office Memorandum No. 13030/09/2008-vig dated 28.01.2013 issued by NHAI i.e. Model Agreement for Integrity Pact (IP),(format given in Appendix VI) shall be submitted by the Bidder along with the Bid duly signed by the Authorised signatory of the Bidder and shall be deemed to be a part of the Concession Agreement.

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SECTION-5

5. PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

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SECTION-6

6. MISCELLANEOUS

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

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

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

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

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

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

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

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APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.1.5, 2.11 and 3.2)

The General Manager (T)
National Highways Authority of India
G-5&6, Sector 10, Dwarka,
New Delhi - 110 075

Sub: BID for Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode

Dear Sir,

1. With reference to your RFP document dated [$]I/we, having examined the RFP document and understood its 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 such Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

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

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

[$] All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

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

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.

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

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

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, 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.

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 Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a

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regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates 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 the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-VI 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 provisions of this RFP, we shall intimate the Authority of the same immediately.

(a) The Statement of Legal Capacity as per format provided at Annex-V in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney For Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.

(b) I/We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in Clause 2.2.3.

16. I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for the period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire; and (ii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the

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obligations contained in the Concession Agreement in respect of Change in Ownership.

17. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

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

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

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

22. I/We offer a Bid Security of Rs. 8.57 Crore (Rupees eight crore and fifty seven lakh only) to the Authority in accordance with the RFP Document.

23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached.

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24. The documents accompanying the Technical Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".

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

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

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

28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

29. I/ We certify that in terms of the RFP, my/our Networth is Rs. ..... (Rs. in words) and Experience Score is ..... (number in words).

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

31. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement

32(a) The EPC contractor/s who would be executing EPC works of the Project are ....., ..., ...and it is confirmed that these contractors meet the minimum criterion set out in our RFP for this Project.

(b) It is irrevocably agreed that the value of any contract for the EPC works awarded shall not be less than 20% of the TPC or 500 crore, whichever is less.

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(c) It is also agreed that any change of EPC contractor(s) would with be prior written approval of the Authority. We agree that the Authority shall grant such permission only and only if the substitute proposed is of the required technical capability as applicable.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

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APPENDIX - IB

Letter comprising the Financial BID
(Refer Clauses 2.1.5, 2.11.1 and 3.2)

(NOT TO BE SUBMITTED IN THE TECHINCAL BID)

The General Manager (T)
National Highways Authority of India
G-5&6, Sector 10, Dwarka,
New Delhi - 110 075 Dated:

Sub: BID for Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - GODDU - RANJEETPURA - CHARANWALA - NAUKH - BAP section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode Project

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided 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 has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement and its Schedules, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the Project cost and implementation of the Project.

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

5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided

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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 consisting of Bid Project Cost[3] of Rs. ..... (Rs..... in words) and First Year O&M Cost [4]of Rs. .....(Rs..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Yours faithfully,

Date:
Place:

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

[3] Bid Project Cost is the project cost as assessed by the Bidder as on the Bid Due Date.
[4] First Year O&M Cost is the O&M cost assessed by the Bidder for first full year of O&M after COD, as on the Bid Due Date *and the Concessionaire should consider all costs including major maintenance while quoting the first year O&M costs*. The O&M Cost shall be paid to the Concessionaire in each year of the O&M Period in accordance with the provision of the Concession Agreement.

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Appendix IA

Annex-I

Details of Bidder

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

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

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:

5. In case of a Consortium:

   (a) The information above (1-4) should be provided for all the Members of the Consortium.
   (b) A copy of the Joint 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:

Appendix IA
Annex-I

Sl. No.	Name of Member	Role* {Refer Clause 2.1.15(d)}[$]	Percentage of equity in the Consortium {Refer Clauses 2.1.15(a), (c) & (g)}
1.			
2.			
3.			
4.			

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

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

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

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

[$] All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.
[£] or has been declared by the Authority as non performer/blacklisted.

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Appendix IA
Annex-II

ANNEX-II

Technical Capacity of the Bidder[@]

(Refer to Clauses 2.2.2(A), 3.4 and 3.5 of the RFP)

Bidder type [#]	**Proposed Equity Shareholding in Consortium (%)**	**Member Code***	**Project Code****	**Category**[$]	**Experience**[¥] (Equivalent Rs. crore)[$$]			**Experience Score**[£]
					Payments made/ received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Single entity Bidder			A					
			B					
			C					
			D					
Consortium Member 1			1a					
			1b					
			1c					
			1d					
Consortium Member 2			2a					
			2b					
			2c					
			2d					
Consortium Member 3			3a					
			3b					
			3c					
			3d					
Consortium Member 4			4a					
			4b					
			4c					
			4d					
Aggregate Experience Score =								

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Appendix IA

Annex-II

@ *Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.18 and/ or by a project company eligible under Clause 3.4.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.4.3(c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.4.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.21.*

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.18, shall be provided.

* *Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*

** *Refer Annex-IV of this Appendix-IA. Add more rows if necessary.*

$ *Refer Clause 3.4.1.*

¥ *In the case of Eligible Projects in Categories 1 and 2, the figures in columns 7 and 8 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.*

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

£ *Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.4.6 and in case of a Consortium, further multiply the result thereof by the proposed equity shareholding of the applicable Member, to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.4.7, and the product thereof shall be the Experience Score for such Eligible Projects. Above all, the sum total of columns 6, 7 and 8, as the case may be, in respect of each Eligible Project shall be restricted to a ceiling equivalent to the Estimated Project Cost, as specified in Clause 3.4.8.*

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Appendix IA
Annex-III

ANNEX-III

Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.6 of the RFP)

(In Rs. crore[$$])

Bidder type [$]	Member Code[£]	Proposed Equity Shareholding in Consortium (%)	Net Cash Accruals					Net Worth[€]
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	*9)
Single entity Bidder								
Consortium Member 1								
Consortium Member 2								
Consortium Member 3								
Consortium Member 4								
TOTAL								

Name & address of Bidder's Bankers:

[$]A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

[£]For Member Code, see instruction 4 at Annex-IV of this Appendix-IA.

[€]The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.18.

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

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Appendix IA
Annex-III

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:

   (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.21.

5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.15 (g) of the RFP document.

6. The Bidder shall also provide the name and address of the Bankers to the Bidder.

7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP document.

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Appendix I
Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clauses 2.2.2(A), 3.4 and 3.5 of the RFP)

Project Code: **Member Code:**

Item (1)	**Refer Instruction** (2)	**Particulars of the Project** (3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	16	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.3 and 3.4.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.

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2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Refer to Clause 3.4.1 of the RFP for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-IA. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.1.21). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.4.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.4.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.4.3 and 3.4.4
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.4.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

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

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

Certificate from the Statutory Auditor regarding PPP projects[Φ]

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... *(name of the Bidder/Member/Associate)* is/ was an equity shareholder in ..... *(title of the project company)* and holds/held Rs. ..... cr. (Rupees ..... crore) of equity (which constitutes .....%[€] of the total paid up and subscribed equity capital) of the project company from ..... *(date)* to ..... *(date)*[¥]. The project was/is likely to be commissioned on ..... *(date of commissioning of the project).*

We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees .....crore), of which Rs. ..... cr. (Rupees ..... crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....

.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.4.1 and 3.4.3 (d) of the RFP during the past five financial years were Rs. ..... cr. as per year-wise details noted below:

.....

.....

Name of the audit firm:

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

Date:

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

[£] Refer Clause 3.4.1 of the RFP.

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

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

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

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

Certificate from the Statutory Auditor/ Client regarding construction works[Φ]

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... *(name of the Bidder/Member/Associate)* was engaged by ..... *(title of the project company)* to execute ..... *(name of project)* for ..... *(nature of project)*}[Ψ]. The construction of the project commenced on ..... *(date)* and the project was/ is likely to be commissioned on ..... *(date, if any)*. It is certified that ..... *(name of the Bidder/ Member/ Associate)* received/paid Rs. ..... cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. ..... cr. (Rupees .....crore), of which the Bidder/Member/Associate received/paid Rs. ..... cr. (Rupees ..... crore), in terms of Clauses 3.4.1 and 3.4.4 of the RFP, during the past five financial years as per year-wise details noted below:

.....

.....

{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ Consortium.}[♣]

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

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.1.18, the Bidder should also provide a certificate in the format below:

[♣] Refer Clauses 3.4.1 and 3.4.4 of the RFP.

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

[Ψ] In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: " this is to certify that ..... (name of Bidder/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the ..... (name of Project) through..... (name of the contractor).

[♣] This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

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Certificate from Statutory Auditor/ Company Secretary regarding Associate[$]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (*name of the Associate*) is held, directly or indirectly[£], by ..... (*name of Bidder / Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.1.18 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{*Describe the share-holding of the Bidder/ Consortium Member in the Associate*}

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

[$] In the event that the Bidder/ Consortium Member exercises control oven an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

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

[⊖] Refer Clause 3.4.6 of the RFP.

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Appendix IA
Annex-V

ANNEX-V
Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Ref. Date:

To,
General Manager (T)
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 Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

APPENDIX-IA

Annexure VI

Guidelines of the Department of Disinvestment

(Refer Clause1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

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

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

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

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

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

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

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

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

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

sd/-
(A.K. Tewari)
Under Secretary to the Government of India

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

APPENDIX – II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.6 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, 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 ..... (a Company registered under Companies Act, 1956/2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under BharatmalaPariyojna in the state of Rajasthan on Hybrid Annuity Mode(hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount ofRs.8.57 crore(Rupees eight crore and fifty seven lakh only)(hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

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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 setforth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 8.57 Crore(Rupees eight crore and fifty seven lakh only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and 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 fulfillment 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

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Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

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

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who 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 Rs8.57 crore(Rupees eight crore and fifty seven lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the Bid Due Date).

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14. This guarantee shall also be operatable at our .....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.

Signed and Delivered by .....
Bank

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

(Signature of the Authorised Signatory)
(Official Seal)

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

APPENDIX-III

Format for Power of Attorney for signing of Bid

(Refer Clause 2.1.8)

Know all men by these presents, We, ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode Project proposed or being developed by 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 bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)
of person authorized by Board Resolution (in

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case of Firms/Company)/Partner in
case of
Partnership Firms

Witnesses:

1.

2.

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

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

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APPENDIX-IV

Format for Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.9)

Whereas the National Highways Authority of India ("the Authority") has invited bids from interested parties for theUpgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode("the Project").Whereas, ..., ... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....

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

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

For .....

(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

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APPENDIX V

Format for Joint Bidding Agreement for Consortium

(Refer Clause 2.1.9 & 2.1.15(g))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS,

(A) THE 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. ..... dated .....(the "**RFP**") for award of contract for Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of

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Rajasthan on Hybrid Annuity Mode on BOT (Hybrid Annuity) Mode(the "**Project**") through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium 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 Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") 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 Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 1956/2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

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(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium ;}

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

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 Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:
Second Party:
{Third Party:}
{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and networth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

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6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

6.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Concession Agreement.}

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 Consortium 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 organisational 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

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prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

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

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

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium 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:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
Designation)	(Designation)
Address)	(Address)

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SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
FIFTH PART
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SIX PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Gamon Khajuwala Bap Highway Pvt. Ltd. HISAR

APPENDIX VI

Integrity pact *(Refer clause 4.4)*

Draft Integrity Pact Format applicable for works having value of Rs. 100 Cr and above

Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan BOT (Hybrid Annuity) Mode (the "**Project**") through an public private partnership.

(_____Division)

Tender No._____

This Integrity Pact is made at _____ on this _____ day of_____2014

Between

[National Highways Authority of India (NHAI), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways, having its office at G-5 & 6, Sector-10, Dwarka, New Delhi, hereinafter referred to as "The Principal", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.]

and

_____. hereinafter referred to as "The Bidder/ Contractor/ Concessionaire/ Consultant" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for..... 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 for Contractor(s)/Concessionaire(s)/Consultant(s).

Gamir Khajuwala Bap Highway Pvt. Ltd. HISAR

And whereas in order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity 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 stipulated in this pact, the parties hereby agree as follows and this pact witnesseth 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 principle:-

(a) No employee of the Principal, personally or through family members, will in connection with the lender for, or the execution of a contract, demand take a promise for or accept for self or third person any material or 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.

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

(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 Principals 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 contracts, submission or non-submission 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.

(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

Khajuwala Bap Highway Pvt. Ltd. HISAR

(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 from 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/Contractor/Concessionaire/Consultant 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/Contractor/Concessionaire/Consultant 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 or the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

(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/ Contractor/Concessionaire/Consultant will 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/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant.

(6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable

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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 Article3, 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 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 contact/Concession agreement against Termination.

Article 5 Previous Transgression

(1) The Bidder declares that no previous transgression 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 lender 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 transgression 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/Concessionaire/Consultant and Subcontractors.

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(3) The Principal will disqualify from the lender process all Bidders who do not sign this Pact violate previsions.

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 appoints competent and credible Independent External 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 Chairman, NHAI.

(3) The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to the Project. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Concessionaire/ Consultant/ subcontractors 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 Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-

Khajuwala Bap Highway Pvt. Ltd. HISAR

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 Chairman, NHAI within 8-10 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 Chairman, NHAI, a substantiated suspicion of under relevant IPC/PC Act or any other Statutory Acts, and the Chairman, NHAI has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Article 9 Pact Duration

This Pact begins when both parties have signed (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 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 this time, the same shall be biding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by Chairman of NHAI.

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 a partnership or a Consortium, 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 reminder of this agreement remains valid, in this case, the parties will strive to

come to an agreement to their original intentions.

(5) Any dispute/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) He actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions to the extant law in force relating to any civil or criminal proceedings.

In witness whereof he parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses:-

_____ _____

(For & On behalf of the (Principal) (For & On behalf of Bidder/

Contractor/Concessionaire/Consultant

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

_____

_____

Witness 2:

(Name & Address) _____

_____

_____

General Khajuwala Bap Highway Pvt. Ltd. HISAR

Corrigendum-1

Name of Work- Upgradation to 2 lane with paved shoulder/4 lane of khajuwala- poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode-**Corrigendum reg**.

1. "Figure 2.3 VUP approach section" provided in Clause 2.11 of Annexure-1 of Schedule- B shall be replaced by following figure.

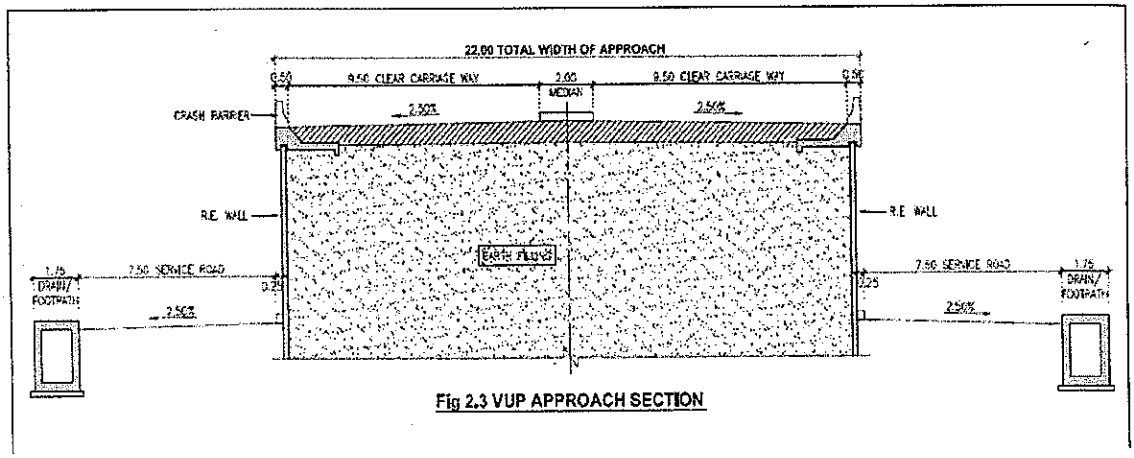

Fig 2.3 VUP APPROACH SECTION

2. Plan Profile Drawing uploaded on e-portal along with RFP shall be replaced by **"Revised Plan Profile Drawing"**.

3. Box culvert drawing no. NH-BHRTML-CC-BOX-GAD-02A for proposed chainage 0+246 and drawing no. NH-BHRTML-CC-BOX-GAD-03A for proposed chainage 17+622 shall be replaced by **"Revised Box Culvert Drawing 02A" and "Revised Box Culvert Drawing 03A"** respectively.

4. Executive Summary uploaded on e-portal along with RFP shall be replaced by **"Revised Executive Summary"**.

5. Clause 1.2.4 of RFP shall be replaced as under;

   A Bidder is required to deposit, along with its Bid, a Bid Security of Rs.8.57 Crores (Rupees eight crore and fifty seven lakh only)(the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less

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than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. **This Guarantee shall be transmitted through SFMS Gateway to NHAI's Bank.** The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

6. Following shall be considered added as Sl No. 15 in Appendix – II of RFP i.e. Bank Guarantee for Bid Security.

Sl No. 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 NHAI. The details of designated bank of NHAI are as follows:

Name of Beneficiary	**: National Highways Authority of India**
Name of Bank	**: Canara Bank**
Address of Bank Branch	**: Dwarka Sector 10 Branch**
Account No.	**: 8598201005819**
IFSC Code	**: CNRB0008598**

7. Following shall be considered added as Sl No. 13 in Schedule-F of Draft Concession Agreement i.e. "Performance Security".

Sl No. 13- 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 NHAI. The details of designated bank of NHAI are as following:

Name of Beneficiary	**: National Highways Authority of India**
Name of Bank	**: Canara Bank**
Address of Bank Branch	**: Dwarka Sector 10 Branch**
Account No.	**: 8598201005819**
IFSC Code	**: CNRB0008598**

(B. N. Sahay)
General Manager (Raj)

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

CORRIGENDUM-2

NHAI/11012/Raj/Poogal-Bap/BM 28.02.2018

Sub:- Upgradation to 2 lane with paved shoulder/4 lane of khajuwala- poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode: **Corrigendum-2 – Reg.**

CORRIGENDUM-2 : The date of downloading /submission of RFP is amended. Hence following details shall be read in clause 1.3 (Section I, Introduction) of RFP along with procedure for E-tendering as follows:

Sl No.	Details	Due Date	Amended Date
1	Date of submission of Tender/Bid (online) - Bid Due Date	05.03.2018 upto 1100 Hrs.	12.03.2018 upto 1100 Hrs.
2	Physical Submission of Bid Security/POA etc.	at 1100 Hrs IST on BID Due Date i.e. 05.03.2018	at 1100 Hrs IST on BID Due Date i.e. 12.03.2018
3	Opening of Technical Bid at venue provided in Clause 2.11.4	at 11.30 Hrs. on 06.03.2018	at 11.30 Hrs. on 13.03.2018

(B. N. Sahay)
General Manager (T)-Raj.

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

CORRIGENDUM-3

NHAI/11012/Raj/Poogal-Bap/BM 07.03.2018

Sub:- Upgradation to 2 lane with paved shoulder/4 lane of khajuwala- poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode: **Corrigendum-3 – Reg.**

(1) The date of downloading /submission of RFP is amended. Hence following details shall be read in clause 1.3 (Section I, Introduction) of RFP along with procedure for E-tendering as follows:

Sl No.	Details	Due Date	Amended Date
1	Date of submission of Tender/Bid (online) - Bid Due Date	12.03.2018 upto 1100 Hrs.	19.03.2018 upto 1100 Hrs.
2	Physical Submission of Bid Security/POA etc.	at 1100 Hrs IST on BID Due Date i.e. 12.03.2018	at 1100 Hrs IST on BID Due Date i.e. 19.03.2018
3	Opening of Technical Bid at venue provided in Clause 2.11.4	at 11.30 Hrs. on 13.03.2018	at 11.30 Hrs. on 20.03.2018

(2) Please find enclosed herewith NHAI's Circular No. NHAI/F&A/GST-2017/SM dated 05.03.2018 regarding clarification on GST issues to the prospective bidders for submitting their bid in respect of HAM projects.

(B. N. Sahay)
General Manager (T)-Raj.

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी 5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
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दूरभाष / Phone : 91-11-25074100/25074200
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NHAI/HQ/GST-2017-18/SM

Dated 5th March, 2018

CIRCULAR

Subject :- Applicability of GST on Hybrid Annuity Projects- Clarification on Pre-Bid Queries - reg.

Ref:- (1) Circular no. 3.3.14 dated 29.09.2017
(2) Circular no. 3.3.17 dated 23.10.2017

In continuation to the above referred circular, following is hereby further clarified for avoidance of any doubt on GST issues to the prospective bidder for submitting their bid in respect of HAM projects:-

(i) Applicability of GST on payment during construction i.e. 40% of Bid project Cost may continue to be followed as already clarified under para-I of the policy circular no. 3.3.14 dated 29.09.2017.

(ii) Exemption of application of GST on Annuity Payments may continue to be followed as per policy circular no. 3.3.17, dated 23.10.2017.

(iii) Interest of payment of Annuity amount, it is clarified that GST shall not payable on such interest payments, since, interest is payable on the reducing balance of the completion cost as per the clause no. 23.6.4 of MCA.

(iv) Applicability of GST on payment of Operation & maintenance cost, it is now clarified that not only to the extent of first year O&M, GST as per prevailing rate is applicable on entire payment of Operation and Maintenance (O&M) cost as per clause no. 23.7 of MCA with 100% input Tax credit.

(v) GST as per applicable rates on Bonus for early completion as per clause no. 23.5 of MCA shall continue to be followed as per clarification already mentioned under para-IV of circular no. 3.3.14, dated 29.09.2017.

This is issued with the approval of Competent Authority.

(Sibaharayan Nayak)
CGM (FA)

Copy to:-

I. All NHAI HQ/ROs/PIUs
II. PS to Chairman
III. PS to all Members
IV. Web Admin for hosting on GST Portal
V. Library

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
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एक्स. / Extn.: 2223 / 2318 / 2468 / 2553

NHAI/F&A/GST-2017-18/SM

Dated 29th Sept., 2017

CIRCULAR (3.3.14)

Subject: - Clarification on Applicability of GST on Hybrid Annuity Projects, which are in bidding stage for uniformity- reg.

In order to maintain uniformity in bid pricing by the prospective bidders, the following clarifications are issued on applicability of GST on HAM Projects:-

I. **Bid Project Cost:** Shall be the **all-inclusive** cost as defined in cl. No 23.1, exclusive of GST applicable on the Annuities payments.

II. **Payment of Bid Project Cost:** NHAI pays 40% of the bid project cost as defined in cl 23.3.1, to the Concessionaire in five equal installments of [8% (eight percent)] each during construction period. GST shall be applicable with 100% Input Tax Credit (ITC) on such portion of the value of work done. Hence, the impact of GST to this extent shall be considered by the Bidders to built-in their quotes.

III. **Annuity Payments during Operation Period:** For completion cost remaining to be paid on COD through Annuities (Cl. 23.6.3), GST shall be applicable at the time of Annuities Payments at the applicable GST rate and it shall be paid by NHAI to the Concessionaire separately at the time of making Annuity payment. It may be assumed that no Input Tax Credit (ITC) will be availed by the Concessionaire. However, if any Input Tax Credit (ITC) is availed by the Concessionaire, the benefit of such ITC shall be passed on to NHAI. As GST shall be paid by NHAI in addition to the Annuities (as applicable), the GST portion shall not be included in Bid Project Cost quoted by the Bidders.

IV. **GST shall be payable on Bonus for early completion** as per cl. 23.5 at the then applicable GST rate, without any Input Tax Credit and NHAI shall pay such GST. However, if any input tax credit is availed by the Concessionaire, the benefit of such ITC shall be passed on to NHAI.

V. **First Year O&M** as per cl.23.7 shall be inclusive of GST at the applicable rate on works contract with 100% Input Tax Credit (ITC).

This circular is issued for the guidance of prospective bidders, in order to adopt a uniform bid pricing at the time of submission of bids, as far as GST implications are concerned.

This is issued with the approval of Competent Authority.

(Sibanarayan Nayak)
CGM (FA)

Copy to:-
(i) All NHAI HQ/ROs/PIUs
(ii) PS to Chairman
(iii) PS to all Members
(iv) Web Admin for hosting on GST Portal
(v) Library

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फैक्स / Fax : 91-11-25093507 / 25093514

Dated: 23.10.2017

CIRCULAR (3.3.17)

Sub: Implementation of GST Act, 2017 in NHAI - Exemption of application of GST on Annuity payments - reg.

Ref:- (1) Circular 3.3.14 dt. 29.09.2017
(2) Circular 3.3.15 dt. 04.10.2017
(3) Circular 3.3.16 dt. 04.10.2017
(4) Memorandum dt. 09.10.2017

In continuation to the Memorandum dated 09.10.2017, it is noticed that Ministry of Finance (Dept. of Revenue) has published Notification No. 33/2017 - **Integrated Tax (Rate)** dt. 13.10.2017 on the issue of Annuity Payments which is as under:-

"Service by way of access to a road or a bridge on payment of annuity - applicable GST is Nil (Sl. No. 24A, Heading 9967)".

2. As such, no payment against GST shall be made by NHAI on Annuity Payments.

This is issued with the approval of Competent Authority.

(Sibanarayan Nayak)
CGM (FA)

Copy to: -
1) All ROs/PIUs/NHAI-HQ
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3) PS to all Members
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5) Library

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Name of work-Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode- **Reply of prebid queries.**

PREAMBLE TO REPLY OF PREBID QUERIES

For the pre-bid meeting held on 13.02.2018, the queries have been raised on a number of issues. For the purpose of clarity, the following is further clarified in a general manner:

(i) There shall be no change in the Draft Concession Agreement (RFP Volume-II and Volume-III) except the Corrigendum/ Addendum / Clarification issued herewith.

(ii) It may kindly be noted that unless otherwise mentioned, provisions of RFP are amended with Corrigendum/ Addendum / Clarification issued herewith explicitly, merely understanding by the bidder in the pre-bid queries will not alter any provisions of the RFP and DCA.

(iii) In reply to all queries emanating from Feasibility Report (FR), Executive Summary, Material/Geotechnical report, GADs etc., it is stated that the information furnished in these documents is only for guidance purpose to the bidders. NHAI does not take any responsibility for the correctness, accuracy, adequacy or otherwise in respect of all the information given in these documents. Bidders may please note that these documents shall not become part of the contract agreement.

(iv) Pre-construction Activity:

Land Acquisition-

Total Land Required	**: 877.72 Ha**
Land available in possession	**: 726.68 Ha (82.79%)**
Land to be acquired	**: 151.04 Ha**
3(A)	**: Verification is in Progress**

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

Environment/ Forest/Wildlife Clearance - Not Required
Utility Shifting- Utility shifting relocation plan has been submitted by DPR consultant.
Tree Cutting- Joint verification completed.

(v) The names of the Technical, Financial and Legal advisors to the Authority are as follows:

Technical advisor – M/s Technogem Consultants Pvt Ltd in JV with Multi media Consultants Pvt Ltd.
Financial advisor – JPS Associates Pvt Ltd.
Legal Advisor-Legal Consultant is part of Financial Consultant team.

The specific issues referred to by the bidders in the pre-bid have been identified and replied to as under

Sr. No.	Clause	Queries/ Request for Additional Information from Authority	Reply
1	Existing Pavement Crust	The Authority is requested to kindly provide the existing pavement crust for the existing project section length.	Please refer uploaded documents along with RFP. Please refer preamble also in this regard.
2	Feasibility Report (Detailed Project Report)	Kindly provide us the Feasibility Report of the project.	Feasibility Report is already uploaded on e-portal. Please also refer preamble also in this regard.
3	Geotechnical Report	Kindly provide us the geotechnical investigation report of the project.	Geotechnical Report is now uploaded on e-portal. Please refer preamble also in this regard.
4	Structure Design	Since the Project is on DBFOT, we presume that the Concessionaire shall be allowed to submit their own designs for all the proposed project structures based on individual assessments, by any suitable method within codal provisions and specifications. Kindly clarify.	Please refer Article 10 in this regard. The Contractor shall design and construct the Project Highway including structures as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D of DCA.
	Encroachment Details	Kindly provide the encroachment details for project road.	The requisite land will be made available as per provisions of RFP.

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

Sr. No.	Clause	Queries/ Request for Additional Information from Authority	Reply
6	Excise exemption for the Imported Machinery	Please clarify whether the excise exemption shall be granted to the concessionaire or not.	Excise exemption, if applicable, shall be dealt as per applicable laws.
7	Time Extension	Considering very short time available for costing and estimation it is not permissible to conduct any Site investigation, Hence please extend the dates suitably to conduct minimum required investigations for the bidding purpose.	As per RFP.
8	**23.2.2** The Bid Project Cost adjusted for variation between the Price Index occurring between the Reference Index Date preceding the Bid Date and the Reference Index Date immediately preceding the Appointed Date shall be deemed to be the Bid Project Cost at commencement of construction 23.2.3 For every month occurring after the Appointed Date, the Authority shall compute the variation in Price Index occurring between the Reference Index Date preceding the Bid Date and the Reference Index Date preceding the date of Invoice, and shall express the latter as a multiple of the former (the "Price Index Multiple"). All Invoices to be submitted by the Concessionaire to the Authority for and in respect of the Construction Period shall be the product of the relevant proportion of the Bid Project Cost and the Price Index Multiple applicable on the date of Invoice. For the avoidance of doubt and by way of illustration, if (a) the Price Index on the Reference Index Date preceding the Bid Date, say January 31, 2016, is 200 (two hundred); (b) the Invoice is submitted on October 15, 2017; and (c) the Price Index as on September30, 2017 is 210 (two hundred and ten), then the Price Index Multiple for determination of the amount due in respect of such Invoice shall be 1.05 (one point zero five).	With reference to Clause 23.2.2 and 23.3.3 of DCA we understand that the Bid Project Cost shall be adjusted for variation in price index between reference index date preceding the Bid Due Date and reference index date preceding the Appointed date which shall be the Bid Project Cost at the commencement of the Construction as per provision of clause 23.2.2, and the above bid project cost shall be referred while submitting payment invoices on achieving the payment mile stones as per clause 23.2.3 of DCA please confirm If your reply is as per RFP/ DCA we presume that the Adjusted bid project cost as per 23.2.2 i e Bid Project Cost at the commencement of the work shall be used for deriving the payments against various payment mile stones.	For the purpose of computing the variation in price index as per clause 23.2.3 of the DCA, the Bid Project Cost shall be considered as defined in Article 42 i.e. Definitions and clause 23.1 of the DCA.

Gawar Khajuwala Highway Pvt Ltd. HISAR

Sr. No.	Clause	Queries/ Request for Additional Information from Authority	Reply
9	Status of Environmental Clearance Forest Land & Clearance	What is the status of Environmental Clearance? Kindly clarify whether any part of the Project Highway or any Project Facilities comes under the Forest Department / Wildlife Centaury/ Reserved Forest/Protected Forest and status of the clearances for the same.	Pls refer preamble in this regard
10	Forest Land & Clearance	Request the Authority to kindly provide details of Forest land to be diverted and status of Forest Clearance	Pls refer preamble in this regard
12	Wildlife Clearance	Request the Authority to kindly provide Applicability and status of wildlife clearance	Pls refer preamble in this regard
13	Details of Pending Litigations	Details of all pending litigation against the project?	All endeavors will be made to achieve the NHAI's Condition Precedent by the due date as per RFP provisions.
14	Does the proposed project cause displacement of project affected people/families? What is the status of Land Acquisition?	Please provide status	Pls refer preamble in this regard.
15	Clause No. 10.3.2 Land available for ROW	Land available as on Appointed Date should be 80% of the length of the Project.	Pls refer preamble and reply at Sl No. 13 in this regard.
16	Clause 13: ROB	Please clarify whether the GAD for Proposed ROB approved or not from Railways.	There is no proposed ROB in this project.

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

Sr. No.	Clause	Queries/ Request for Additional Information from Authority	Reply
17	The Government of India (GOI) has introduced Goods and Service Tax (GST) in place of VAT, Central Sales Tax, Excise Duty etc. w.e.f. 01.07.2017. At present, the Road Infrastructure is proposed to be taxed @ 12% Goods and Services Tax (GST) as per revised notification dated 22nd August, 2017.NHAI has floated the above mentioned project on Hybrid Annuity Mode (HAM), but in the RFP documents there is no clarity about the applicability of GST on the following: * Payment during construction (40% of Bid Project Cost). * Payment of Annuity over the operation period of 15 (fifteen) years. * Interest Payment on annuity amount. * Payment of Operation and Maintenance Cost	GST is applicable on the above mentioned components, the Estimated Project Cost of NHAI mentioned in RFP Documents may kindly be revised to that extent.	The cost provided by NHAI is an estimate. As per clause 1.1.4 of the RFP, the assessment of actual costs will have to be made by Bidders. Please also find attached NHAI's Circular no. NHAI/F&A/GST-2017-18/SM dated 29.09.2017 on applicability of GST on HAM projects. It is also requested to refer NHAI's other circulars on GST available on e-portal of NHAI.
18	Clause No. 10.3.4 Damages for non- availability of ROW Pavement thickness for Main	Damages payable by the Authority at Rs 1 per 10 sqmts is extremely low. Kindly revise the same.	No change. As per RFP.
19	Carriageway, Service Road, Truck Laybye, Bus-bay, etc.	Can Contractor adopt alternate pavement technique as per IRC specification/ manual? Please clarify.	The Contractor shall design and construct the Project Highway including structures as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D of DCA.

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Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

(B. N. Sahay)
General Manager (Raj)

GAWAR
CONSTRUCTION LIMITED

GAWAR CONSTRUCTION LIMITED
SF-01, JMD Galleria,
Sector-48, Sohna Road,
Gurugram - 122001 (Haryana)
Ph.: (0124) 4854000
Fax : (0124) 4854001/02
Web.: www.gawar.in
E-mail : gcl@gawar.in

An ISO 9001:2015 Certified Company
CIN : U70109HR2008PLC037773

APPENDIX IA

LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.5, 2.11 and 3.2)

The General Manager (T)
National Highways Authority of India
G-5&6, Sector 10, Dwarka,
New Delhi - 110 075

Sub: BID for Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode.

Dear Sir,

1. With reference to your RFP document dated 19.01.2018, we, having examined the RFP document and understood its contents, hereby submit our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. 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. We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

For Gawar Construction Limited

Director

Regd. Office : DSS - 378, Sector 16-17, Hisar - 125005 (Haryana)
Ph.: (01662) 246117, 250361, Fax : (01662) 248885

7. We declare that:
   (a) We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
   (b) We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
   (c) 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) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, 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.
8. 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. We believe that we satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.
10. We declare that we or our Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
11. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-VI thereof.
15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
   (a) The Statement of Legal Capacity as per format provided at Annex-V in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney For Signing of Bid, as per format provided at Appendix III of the RFP, are also enclosed.
   (b) We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in Clause 2.2.3.
17. We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire

For Gawar Construction Limited

Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

under and in accordance with the RFP, we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

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

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

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

22. We offer a Bid Security of **Rs. 8.57 Crore (Rupees eight crore and fifty seven lakh only)** to the Authority in accordance with the RFP Document.

23. The Bid Security in the form of a Bank Guarantee is attached.

24. The documents accompanying the Technical Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".

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

26. The Bid Project Cost has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Concession 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.

27. We agree and undertake to abide by all the terms and conditions of the RFP document.

28. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

29. We certify that in terms of the RFP, our Networth is **Rs. 380.97 Crore (Rs. Three Hundred Eighty Crore and Ninety Seven Lac Only)** and Experience Score is **Rs. 1062.07 Crore (Rs. One Thousand Sixty Two Crore Seven Lac Only)**.

30. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

For Gawar Construction Limited

Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

31. We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement

32. (a) The EPC contractor/s who would be executing EPC works of the Project are **Gawar Construction Limited** and it is confirmed that these contractors meet the minimum criterion set out in our RFP for this Project.

b) It is irrevocably agreed that the value of any contract for the EPC works awarded shall not be less than 20% of the TPC or 500 crore, whichever is less.

c) It is also agreed that any change of EPC contractor(s) would with be prior written approval of the Authority. We agree that the Authority shall grant such permission only and only if the substitute proposed is of the required technical capability as applicable.

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

Yours faithfully,

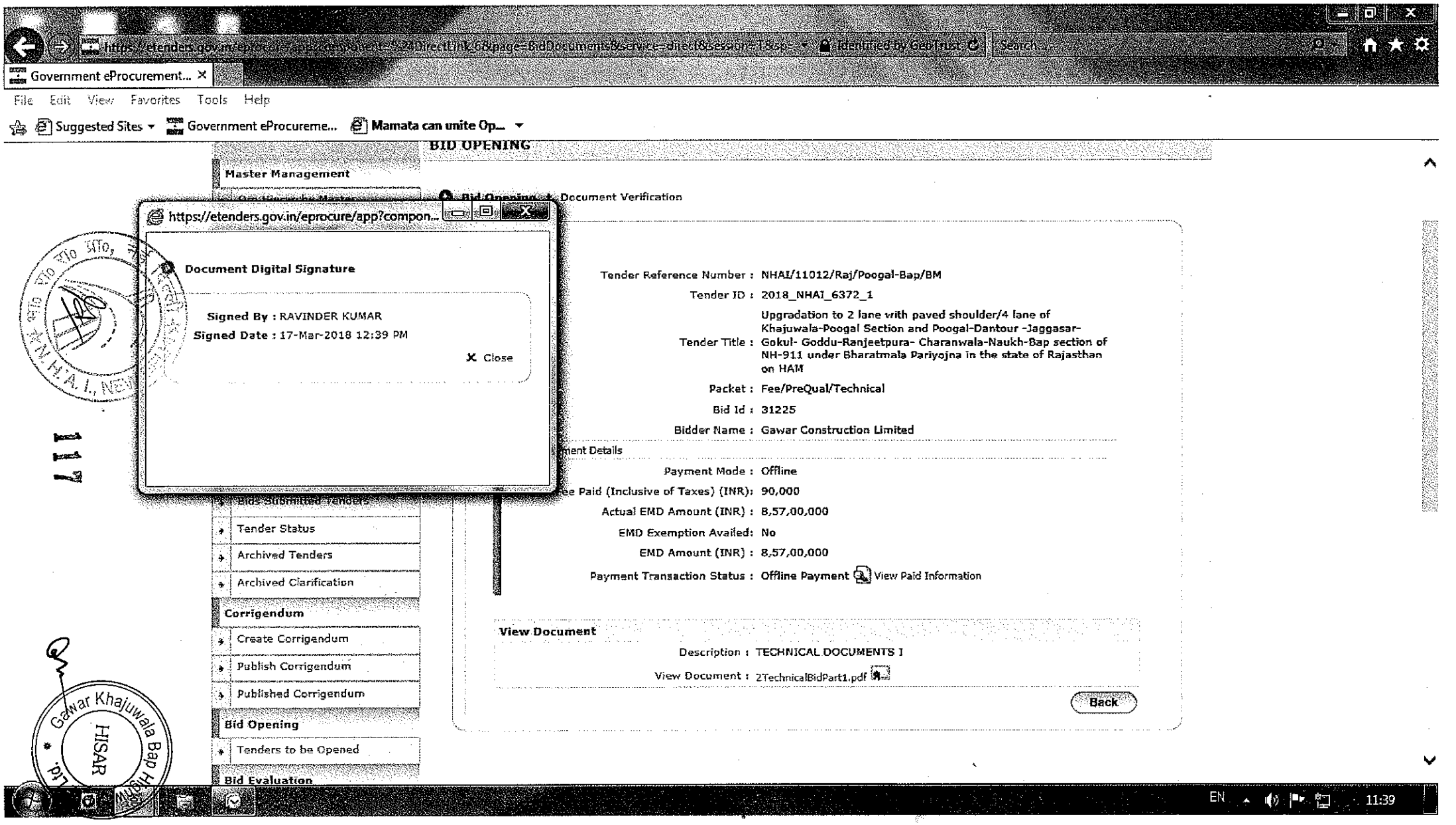
Date: 26.02.2018
Place: Gurgaon (Haryana)

For Gawar Construction Limited

Director

Signature .....
Name: **Ravinder Kumar**
Designation: **Whole Time Director**
For Behalf of **Gawar Construction Limited**

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR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Signed Date : 17-Mar-2018 12:39 PM
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Archived Tenders
Archived Clarification
Corrigendum
Create Corrigendum
Publish Corrigendum
Published Corrigendum
Bid Opening
Tenders to be Opened
Bid Evaluation
Tender Reference Number : NHAI/11012/Raj/Poogal-Bap/BM
Tender ID : 2018_NHAI_6372_1
Tender Title : Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala-Poogal Section and Poogal-Dantour -Jaggasar-Gokul- Goddu-Ranjeetpura- Charanwala-Naukh-Bap section of NH-911 under Bharatmala Pariyojna in the state of Rajasthan on HAM
Packet : Fee/PreQual/Technical
Bid Id : 31225
Bidder Name : Gawar Construction Limited
Payment Details
Payment Mode : Offline
Fee Paid (Inclusive of Taxes) (INR): 90,000
Actual EMD Amount (INR) : 8,57,00,000
EMD Exemption Availed: No
EMD Amount (INR) : 8,57,00,000
Payment Transaction Status : Offline Payment View Paid Information
View Document
Description : TECHNICAL DOCUMENTS I
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Gawar Khajuwala Bap Hisar Ltd.
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11:39

HDFC BANK

A/C PAYEE ONLY
NOT NEGOTIABLE

MANAGER'S CHEQUE
VALID FOR 3 MONTHS ONLY

28022018

SESHASAI(C) / CTS-2010

Pay ***NATIONAL HIGHWAYS AUTHORITY OF INDIA*** Or Order

अदा करे या उनके आदेश पर

Rupees NINETY THOUSAND ONLY

रुपये

₹ *90,000.00

FC HDFC BANK LTD.

BADSHAHPUR
GURGAON - 122001
REF No. 109812015994

For HDFC BANK LTD.

AUTHORISED SIGNATORIES

Please sign above

"013983" 110240138: 999989" 12

N.H.A.I. NEW DELHI

Gawar Khajuwala Bad Highway Pvt. Ltd. HISAR

Sr. No.: BG 201692

BG NO: 0298OBG18004380

DATE: 03rd March 2018

TO
NATIONAL HIGHWAYS AUTHORITY OF INDIA
G- 5&6, SECTOR-10, DWARKA,
NEW DELHI-110075

Dear Sir,

Bank Guarantee No. 0298OBG18004380 Dated 03-Mar-2018

We are forwarding herewith our BG No. **0298OBG18004380 Dated 03-Mar-2018** for ₹**8,57,00,000.00 (Rupees Eight Crore Fifty Seven Lakh only)**

We confirm that the signatories to the Bank Guarantee are authorized to do so on behalf of the bank.

Please note that all the correspondence related to this Bank Guarantee should be addressed to:

Branch Manager, Kotak Mahindra Bank Ltd.
Jmd Regent Square Mehrauli Gurgaon Rd Branch, Gurgaon

Please note that confirmation message has transmitted through SFMS to **CANARA BANK** (IFSC Code **CNRB0008598**), you are requested to take confirmation of bank guarantee **CANARA BANK** (IFSC Code **CNRB0008598**)

Issuing bank confirmation can be obtained through below mentioned Address/ E-Mail ID.
Trade Finance – RPC Trade,
Bank Guarantee Dept (BGBC Team)
Corporate Banking Operations (RPC), 8th Floor,Zone-II, TVH Agnitio Park,
141,Old Mahabalipuram Road, Kandanchavadi , Chennai, Tamil Nadu, 600096. INDIA.
Tel no -044-66248260/8264
E-mail address: BG.RPCCHENNAI@KOTAK.COM

Claims if any, under this guarantee should be made in writing and reach in original at the branch address and a copy of the same to be sent to Bank Guarantee Dept (BGBC Team),Corporate Banking Operations (RPC), 8th Floor,Zone-II, TVH Agnitio Park, 141 , Old Mahabalipuram Road, Kandanchavadi , Chennai, Tamil Nadu, 600096 on or before **26-Sept-2018 (Inclusive of claim period)** after that date all your rights under this guarantee will cease and we will be released and discharged of our liability forever.

Thanking you,
Yours faithfully,
For Kotak Mahindra Bank Ltd

Authorised Signatories
Bank Seal

DEVDUTT ASLIA

KOTAK MAHINDRA BANK LTD.
Authorised Signatory
...at Bhadsawle
A-5586
Bhrat Bhadsawle
A-5586

Gamar Khajuwala Bap Highway Pvt. Ltd. HISAR

Bond

Indian-Non Judicial Stamp
Haryana Government

Date :15/02/2018

Certificate No. G0O2018B1388

GRN No. 33576835

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty :₹ 0
(Rs. Zero Only)

Deponent

Name: Kotak Mahindra Bank
H.No/Floor : Na
Sector/Ward : Na
Landmark : Jmd regent square ff mg road
City/Village : Gurugram
District : Gurugram
State : Haryana
Phone : 8860630843

Purpose : BANK GUARANTEE **to be submitted at Other**

BG NO: 0298OBG18004380

DATE: 03rd MARCH 2018

BANK GUARANTEE

TO
NATIONAL HIGHWAYS AUTHORITY OF INDIA
G- 5&6, SECTOR-10, DWARKA,
NEW DELHI-110075

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 Gawar Construction Limited** (a Company registered under Companies Act, 1956/2013) and having its registered office at DSS- 378, Sector 16-17, Hisar-125005 (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 **"Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode"** (hereinafter referred to as "the Project") pursuant to the RFP Document dated 19/01/2018 issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), We Kotak Mahindra Bank Ltd., having our registered office at 27BKC, C27, G Block, Bandra Kurla Complex (East) Mumbai – 400051 and among the other things, a Branch Office located at

DEVDUTT ASLIA
SENIOR MANAGER
Emp. Code : A-22006

Authorised Signatory

Amiral Bhadgaw
A-3586

Gawar Khajuwala-Bap Highway Pvt. Ltd.
HISAR

..2..

Sr. No.: BG 201691

Bank Guarantee No. 0298OBG18004380 Dated 03-Mar-2018

Jmd Regent Square Mehrauli Gurgaon Rd Branch, Gurgaon (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment 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 **₹8,57,00,000.00 (Rupees Eight Crore Fifty Seven Lakh only)** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill 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 fulfillment and compliance with the terms and conditions contained in the Bidding Document 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 fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **₹8,57,00,000.00 (Rupees Eight Crore Fifty Seven Lakh only).**

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date and 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 fulfillment 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 fulfillment and compliance with all or any of the terms and conditions contained in the said

For Kotak Mahindra Bank Ltd.
DEVDUTT ASL
SENIOR MANAGER
Authorised Signatory Emp. Code : A-23653

CIN:L65110MH1985PLC038137
Registered Office : 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051 India.
www.kotak.com

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For Gawar Khajuwala Highway Pvt. Ltd.
HISAR
Authorised Signatory

Sr. No.: BG 201690

Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

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

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorized 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 unrealized.

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 authorized 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 ₹ **8,57,00,000.00 (Rupees Eight Crore Fifty Seven Lakh only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before **26-Sept-2018**.

14. This guarantee shall also be operatable at our Kotak Mahindra Bank Ltd, 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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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 NHAI. The details of designated Bank of NHAI are as follows: -

Name of Beneficiary	:	National Highways Authority of India
Name of Bank	:	Canara Bank
Address of Bank Branch	:	Dwarka Sector 10 Branch
Account No.	:	[illegible]
IFSC Code	:	[illegible]

Hiral Bhadsawle A-5536

Authorised Signatory

DEVDUTT Senior Manager Emp. Code

Kotak Mahindra Bank Ltd
CIN: L65110MH1985PLC038137
Registered Office: 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400 051, India. www.kotak.com

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KOTAK MAHINDRA BANK

Gawar Kaguwala Bap Highway Pvt. Ltd. HISAR

Authorised Signatory

Sr. No.: BG 201689

(4)

Bank Guarantee No. 0298OBG18004380 Dated 03-Mar-2018

Notwithstanding anything contained hereinabove;

1. Our liability under this Bank guarantee shall not exceed **₹8,57,00,000.00 (Rupees Eight Crore Fifty Seven Lakh only)**

2. This Bank guarantee will be valid up to **26-Sept-2018**

3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before **26-Sept-2018** (inclusive of Claim Period) at Kotak Mahindra Bank Ltd Jmd Regent Square Mehrauli Gurgaon Rd Branch, Gurgaon and a copy of the same to be sent to Bank Guarantee Dept (BGBC Team) Corporate Banking Operations (RPC), 8th Floor, Zone-II, TVH Agnitio Park, 141, Old Mahabalipuram Road, Kandanchavadi , Chennai, Tamil Nadu, 600096 where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

Executed this on 03rd March 2018 at Gurgaon

For Kotak Mahindra Bank Ltd

Authorized Signatory
Bank Stamp

DEVDUTT ASLIA
SENIOR MANAGER
Emp. Code : A-33648

For KOTAK MAHINDRA BANK LTD.

Authorised Signatory

Hiral Bhadsa...
A-55...

KOTAK MAHINDRA BANK LTD. Corporate Branch Gurgaon

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

Affidavit

Indian-Non Judicial Stamp
Haryana Government

Date : 26/02/2018

Certificate No. G0Z2018B249

GRN No. 33784970

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Name : Gawar Construction Limited
H.No/Floor : Dss378 Sector/Ward : 16-17 Landmark : Hisar
City/Village : Hisar District : Hisar State : Haryana
Phone : 1244854000

Purpose : for Affidavit **to be submitted at Other**

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

NOTARY
RAM NIWAS
GURGAON
Reg. No. 3224
GOVT. OF INDIA

APPENDIX-III
Power of Attorney for signing of Bid
(Refer Clause 2.1.8)

Know all men by these presents, we, **Gawar Construction Limited** having its registered office at **DSS-378, Sector: 16-17, Hisar-125001 (Haryana)** (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize **Mr. Ravinder Kumar** son of **Sh. Chhabil Dass** and presently residing at **Flat No. 303, Tower C-1, Parsvnath Exotica, Sector–53, Gurgaon–122 001 (Haryana),** who is presently employed with us and holding the position of Whole Time Director, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode Project proposed or being developed by 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 bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

For Gawar Construction Limited

Director

For Gawar Construction Limited

Director

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, GAWAR CONSTRUCTION LIMITED, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 26TH DAY OF FEBRUARY, 2018.

Witnesses:

1.

PUNEET KALRA
H-904, Wembley Estate, Sec-49
Gurgaon-122001 (Haryana)

2.

RAKESH KUMAR
H. No. 173, Vill. Samaspur, Sec-51
Gurgaon-122001 (Haryana)

For **Gawar Construction Limited**

For Gawar Construction Limited

Director

Signature: .....
Name: **Rajender Singh**
Designation: **Chairman Cum Director**
Address: **H. No. 4, Saket Colony, Rajgarh Road, Hisar – 125001 (Hry)**

NOTARY
RAM NIWAS
GURGAON
Reg. No. 8224
GOVT. OF INDIA

Accepted

For Gawar Construction Limited

Director

Signature: .....
Name: **Ravinder Kumar**
Title: **Whole Time Director**
Address of the Attorney: **Flat No. 303, Tower C-1, Parsvnath Exotica, Sector – 53, Gurgaon – 122001, (Haryana)**

26 FEB 2018

ATTESTED

RAM NIWAS, ADVOCATE
NOTARY GURGAON HR. (INDIA)

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR CONSTRUCTION LIMITED
SF-01, JMD Galleria,
Sector-48, Sohna Road,
Gurugram - 122001 (Haryana)
Ph.: (0124) 4854000
Fax : (0124) 4854001/02
Web.: www.gawar.in
E-mail : gcl@gawar.in

GAWAR
CONSTRUCTION LIMITED

An ISO 9001:2015 Certified Company
CIN : U70109HR2008PLC037773

CERTIFIED TRUE COPYOF THE EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF GAWAR CONSTRUCTION LIMITED HELD ON 27TH DAY OF SEPTEMBER 2016 AT THE REGISTERED OFFICE AT DSS-378, SECTOR 16-17, HISAR (125001), HARYANA

Authorisation to Sh. Rajender Singh (Chairman cum Whole Time Director), Sh. Rakesh Kumar (Managing Director), Sh. Ravinder Kumar (Whole Time Director), for tender and other purpose:-

The Chairman described the board about the requirement to represent the company before various authorities and departments for tender and other purpose in pursuant to the main objects of the company. The Chairman proposed to authorise all the Directors of the company for the above purpose. Board discussed the matter and after discussion, the following resolution was passed:-

"**Resolved that** company is authorising to Sh. Rajender Singh, Sh. Rakesh Kumar, Sh. Ravinder Kumar to enter into any tender work with the Central Government, State Government, National Highway Authorities or any other Central or State Government Authorities, Municipal Bodies, Corporation and any other concern or department as may be beneficial for the interest of the company."

"**Further Resolved that** Sh. Rajender Singh, Sh. Rakesh Kumar, Sh. Ravinder Kumar, Directors of the company be and are hereby authorised individually or jointly to sign, authenticate all tenders, applications, papers, documents, resolutions, and other documents, Individually or Jointly on behalf of the company, required to be submitted by the company to the various department as and when required for the above said purpose and to negotiate, to give discounts, to seek concessions, privileges or to do or act any other lawful deed in connection of the above in the best interest of the Company."

"**Further Resolved that** all the Directors are hereby individually authorised to issue Power of Attorney in favour of other Director/s, in case any department needs any specific Power of attorney for any subject related to the tender and any other related matters.

"**Further Resolved that** all the Directors are hereby authorised to delegate the above said authority to represent the company, to any other official, employee or any other person whom they think fit and they need not to present himself personally. The authorised person will be empowered to do all the works assigned to him by the Directors in this matter.

"**Further Resolved that** all the Directors are hereby authorised jointly or severally to sign, execute or provide the copy of this resolution to the various authorities as and when required for their records."

For Gawar Construction Limited

Director

(Rajender Singh)
Chairman Cum Director

For Gawar Construction Limited

Director

For Gawar Construction Limited

Director

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GAWAR
CONSTRUCTION LIMITED

GAWAR CONSTRUCTION LIMITED
SF-01, JMD Galleria,
Sector-48, Sohna Road,
Gurgaon - 122001 (Haryana)
Ph.: (0124) 4854000
Fax: (0124) 4854001/02
Web: www.gawar.in
E-mail: gcl@gawar.in

An ISO 9001:2015 Certified Company
CIN : U70109HR2008PLC037773

UNDERTAKING

I, Ravinder Kumar S/o Sh. Chhabil Dass, resident of Flat No. 303, Tower – C-1, Parsvnath Exotica, Sector-53, Gurgaon-122001 (Haryana), **Director** of **Gawar Construction Limited, DSS-378, Sector- 16-17, Hisar (Haryana)** do hereby solemnly declare and affirm as under: -

1. I, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. That we hereby agree & abide by Bid Document uploaded by NHAI and amendment uploaded if any.

For Gawar Construction Limited

Director

Signature _____

Name: Ravinder Kumar (Director)

Gawar Construction Limited

Place: Gurugram (Haryana)

Date: 17-03-2018

Khajuwala Bap Highway HISAR

APPENDIX VI
Integrity pact (Refer clause 4.4)

Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan BOT (Hybrid Annuity) Mode (the "Project") through an public private partnership.

(_____ Division)

Tender No. **NHAI/11012/Raj/Poogal-Bap/BM**

This Integrity Pact is made at **Gurugram (Haryana)** on this **26th** day of **February, 2018.**

Between

[National Highways Authority of India (NHAI), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways, having its office at G-5 & 6, Sector-10, Dwarka, New Delhi, hereinafter referred to as "The Principal", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.]

and

Gawar Construction Limited having its registered office at **DSS-378, Sector: 16-17, Hisar-125001 (Haryana)**, hereinafter referred to as "The Bidder/ Contractor/ Concessionaire/ Consultant" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for **Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode.** 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 for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity 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 stipulated in this pact, the parties hereby agree as follows and

For Gawar Construction Limited
HISAR
Director

this pact witnesseth 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 principle:-

(a) No employee of the Principal, personally or through family members, will in connection with the lender for, or the execution of a contract, demand take a promise for or accept for self or third person any material or 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 Principals 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 contracts, submission or non-submission 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

For Gawar Construction Limited

Director

the foreign principle, if any.

(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 from 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/Contractor/Concessionaire/Consultant 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 / Contractor / Concessionaire / Consultant 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 or the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

(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/ Contractor/Concessionaire/Consultant will 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/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant.

(6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed

For Gawar Construction Limited

Director

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 Article3, 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 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 contact/Concession agreement against Termination.

Article – 5: Previous Transgression

(1) The Bidder declares that no previous transgression 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 lender 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 transgression 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 / Concessionaire / Consultant and Subcontractors.

(3) The Principal will disqualify from the lender process all Bidders who do not sign this Pact violate previsions.

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 appoints competent and credible Independent External 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.

For Gawar Construction Limited

Director

(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 Chairman, NHAI.

(3) The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to the Project. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Concessionaire/ Consultant/ subcontractors 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 Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take 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 Chairman, NHAI within 8-10 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 Chairman, NHAI, a substantiated suspicion of under relevant IPC/PC Act or any other Statutory Acts, and the Chairman, NHAI has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Article – 9: Pact Duration

This Pact begins when both parties have signed (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 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 this time, the same shall be biding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by Chairman of NHAI.

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.

For Gawar Construction Limited

Director

(3) If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Consortium, 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 reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.

(5) Any dispute/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) He actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions to the extant law in force relating to any civil or criminal proceedings.

In witness whereof he parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses:-

For Gawar Construction Limited

Director

(For & On behalf of the Principal)
(Office Seal)
Place:
Date:

.....
Signature
Name: Ravinder Kumar
Designation: Whole Time Director
For **Gawar Construction Limited**

Witness 1:

Signature
Name:
Address:

PUNEET KALRA
H-904, Wembley Estate, Sec-49
Gurgaon-122001 (Haryana)

Witness 2:

_____

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

NHAI/11012/Raj/Poogal-Bap/BM/1653

20th March, 2018

To

Canara Bank, NHAI Building,
G-5&6, Sector-10
Dwarka, New Delhi – 110075

Sub:- Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala-Poogal section (Design Chainage 0+000 to 30+812) and poogal-dantour-jaggasar-gokul-goddu-ranjeetpura-charanwala-naukh-bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode - **Confirmation of Bank Guarantees reg.**

Sir,

Following bidders have submitted the following bank guarantees (**copy enclosed**) towards bid security for the subject project:-

S. No.	Name of the Bidders	Issuing Bank	Bank Guarantee No. & Date	Validity Up to	Bank Guarantee Amount (Rs. In Cr)
1 X	M/s H G Infra Engineering Ltd.	HDFC Bank	054GT02180760013 dt. 17.03.2018	15.10.2018	8,57,00,000/-
2	M/s Dineshchandra R. Agrawal Infracon Pvt. Ltd.	DENA Bank	015118IGBID0030 dt. 01.03.2018	30.09.2018	8,57,00,000/-
3	M/s G R Infraprojects Ltd.	IDFC Bank	LOBG201011800740 dt. 28.02.2018	27.09.2018	8,57,00,000/-
4	M/s Gawar Construction Ltd.	Kotak Mahindra Bank	0298OBG18004380 dt. 03.03.2018	26.09.2018	8,57,00,000/-
5 X	M/s GHV (I) Pvt. Ltd.-KMV Projects Ltd. (JV)	State Bank of India	0135518BG0000013 dt. 17.03.2018	13.10.2018	8,57,00,000/-
6	M/s Brij Gopal Construction Co. Pvt. Ltd.	Union Bank	35810IGL0001618 dt. 19.03.2018	18.09.2018	8,57,00,000/-

2. It is requested to confirm the authenticity of the above BGs. It may also be confirmed that the Bank Guarantees have been signed by authorized signatory of the bank.

Encl: as above

Yours faithfully

(Manish Asati)
Dy. General Manager (T)

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

केनरा बैंक Canara Bank

CNRB0008598

EXTENSION COUNTER NATIONAL HIGHWAY
AUTHORITY OF INDIA (NHAI) G5&6 SECTOR-10
DWARKA NEW DELHI 110075

Incoming Transaction Report

Message Text		
7020	Transaction Reference Number (Issuing Bank Guarantee Number)	
	Transaction Reference Number	0298OBG18004380
7024	Type of Bank Guarantee	
	Type of Bank Guarentee	PERFORMANCE
7025	Amount of Guarantee	
	Currency Code	INR
	Amount	85700000.00
7026	Guarantee Validity	
	Guarantee From Date (YYYYMMDD)	20180303
	Guarantee To Date (YYYYMMDD)	03201809
7027	Guarantee Effective Date	
	Guarantee Effective Date(YYYYMMDD)	20180303
7029	End date for lodgement of claim	
	End date for lodgement of claim (YYYYMMDD)	20180926
7030	Place of lodgment of claim	
	Place of lodgment of claim	GURGAON BADSHAHPUR
7031	Issuing Branch IFSC	
	Issuing Branch IFSC	KKBK0000298
7032	Issuing branch name and address	
	Issuing branch name and address	GURGAON BADSHAHPUR SHOP NO 2 3,VATIKA BUSINESS PARK SOHNA ROAD BADSHAHPUR,GURGAON GUG HARY IN
7033	Name of applicant and his details	
	Name of applicant and his details	GAWAR CONSTRUCTION LIMITED GAWAR CONSTRUCTION LIMITED SF-01 SECOND FLOOR JMD GALLERIA SEC-48 SOHNA ROAD GUG HARY IN
7034	Name of Benificiary and his details	
	Name of Benificiary and his details	NATIONAL HIGHWAYS AUTHORITY OF INDIA,G- 56, SECTOR-10, DWARKA, NEW DELHI IN
7035	Benificiary IFSC	
	Benificiary IFSC	CNRB0008598
7036	Benificiary branch name and address	
	Benificiary branch	CANARA BANK NEW DELHI CORPORATE OPERATIONS 7TH FLOOR AMBADEEP BUILD KG MARG NEW DELHI

BG Confirmed as Per SFMS Package

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

	name and address	110001 NDL DLI IN
7037	Sender to Receiver Information	
	Sender to Receiver Information	BG CONFIRMATION
7038	Purpose of Guarantee	
	Purpose of Guarantee	BID BOND
7039	Reference/Description of the underlined contract	
	Reference/Description of the underlined contract	BG AGAINST BID BOND
7040	Stamp Duty Electronically Paid (Y/N)	
	Stamp Duty Electronically Paid (Y/N)	N
7048	e-Bank Guarantee to be held in Demat Form (Y/N)	
	e-Bank Guarantee to be held in Demat Form(Y/N)	N

Send E-Mail | Close

Khajuwala Bap Highway Pvt. Ltd. Tehsil Dawar HISAR

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

NHAI/11012/Raj/Poogal-Bap/BM/1056

26th March, 2018

To

All the bidders (6 bidders as per list at Annexure-1)

Sub: Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala-Poogal section (Design Chainage 0+000 to 30+812) and poogal-dantour-jaggasar-gokul-goddu-ranjeetpura-charanwala-naukh-bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107km) under Bharat Mala Pariyojna in the State of Rajasthan on Hybrid Annuity mode – **Notification to bidder under clause 3.6.5 (iii) and 3.7 of RFP – reg.**

Ref: Your bid submitted on 19.03.2018.

Sir

This has reference to your Proposal (RFP) submitted for qualification and subsequent correspondence in this regard for the subject project.

2. In this regard, it is to notify that you have been found technically-qualified based upon the evaluation made in terms of stipulations of RFP. Accordingly, it is to inform you that financial proposal of the subject project will be opened at **11.00 AM on 27.03.2018**. You are requested to send your authorized representative to attend the above opening.

Yours faithfully,

[B N Sahay]
GM (Tech.)-Raj.

Gewal Khajuwala Bap Highway Pvt. Ltd. HISAR

To

(i) **M/s GHV (I) Pvt. Ltd.- KMV Projects Ltd. (JV)**
1st Floor, AML Center-I,
8 Mahal Industrial Estate,
Mahakali Caves Road, Andheri (east)
Mumbai - 400093
Tel: 022-67250014, Fax: 022-67250016
Email: info@ghvgroup.com

(2) **M/s Brij Gopal Construction Co. Pvt. Ltd.**
A-7/2, Shivaji Apartments,
Sector-14, Rohini, New Delhi - 110085
Tel: 011-2799999, 27940111
Fax:011-27940222
Email: raman.goyal@bgcc.in; info@bgcc.in

M/s Brij Gopal Construction Co. Pvt. Ltd.
4th Floor, Vikas Surya Shopping Mall,
Plot No.-18, Mangalam Palace,Sector 3
Rohini, New Delhi- 110085
Email: bgccpl@yahoo.com, raman.goyal@bgcc.in

(3) **M/s Gawar Construction Ltd.**
"SF-01, JMD Galleria"
Sector-48, Sohna Road
Gurgaon – 122001 (Haryana)
Tel: +91-124 - 4854000
Email: pkalra@gawar.in ; tender@gawar.in
Fax: +91-124 – 4854001 / 02

(4) **M/s G R Infraprojects Limited**
"GR House"
Hiran Magri Sector 11
Udaipur, Rajasthan
Tel: 0294-2487370, 2483033, 9928041185
Email: girish@grinfra.com, tender@grinfra.com
Fax: 0294-2487749

(5) **M/s Dineshchandra R. Agrawal Infracon Pvt. Ltd.**
401, " The Grand Mall"
Opp State Bank Zonal Office, S.M. Road,
Ambawadi, Ahmedabad- 380015
Tel: 079-30021789
Email: drainfra89@gmail.com, drainfcorp@gmail.com
Fax: 079-40022556

(6) **M/s H G Infra Engineering Ltd.**
3rd Floor, Sheel Mohar Plaza,
C-Scheme, Jaipur - 302001
Email: info@hginfra.com

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Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR CONSTRUCTION LIMITED
SF-01, JMD Galleria,
Sector-48, Sohna Road,
Gurugram - 122001 (Haryana)
Ph.: (0124) 4854000
Fax : (0124) 4854001/02
Web.: www.gawar.in
E-mail : gcl@gawar.in

GAWAR
CONSTRUCTION LIMITED

An ISO 9001:2015 Certified Company
CIN : U70109HR2008PLC037773

APPENDIX - IB
Letter comprising the Financial BID
(Refer Clauses 2.1.5, 2.11.1 and 3.2)

To

Dated: 17-03-2018

The General Manager (T)
National Highways Authority of India
G-5&6, Sector 10, Dwarka,
New Delhi – 110 075

Sub: BID for Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar – Gokul - GODDU - RANJEETPURA - CHARANWALA - NAUKH - BAP section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode Project.

Dear Sir,

With reference to your RFP document dated 19.01.2018, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided 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 has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement and its Schedules, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the Project cost and implementation of the Project.
4. 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 our being declared as the Selected Bidder, we agree to enter into a Concession Agreement in accordance with the draft that has been provided to 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. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
7. We hereby submit our Bid consisting of Bid Project Cost[3] of **Rs. 895.00 Crore (Rs. Eight Hundred Ninety Five Crore Only)** and First Year O&M Cost[4] of **Rs. 3.00 Crore (Rs. Three Crore Only)** for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Yours faithfully,

Date: 17.03.2018
Place: Gurgaon (Haryana)

For Gawar Construction Limited

Signature: .....
Name: **Ravinder Kumar** Director
Designation: **Whole Time Director**
For Behalf of **Gawar Construction Limited**

For Gawar Construction Limited

Class III DSC ID of Auth. Sign.....
Class III DSC Sr. No.: **00 d7 f4 11** Director
Valid Up to: **20th June 2019**

Khajuwala Bap Highway Ltd. HISAR

Input cells - Please enter values in these cells
Formula based cells - Please don't edit these

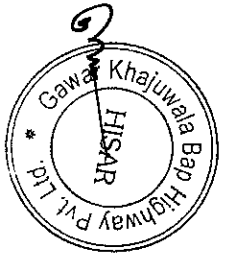
Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - Jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode

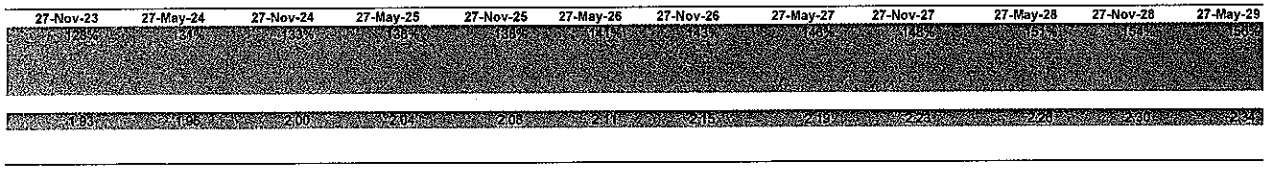
Name of the Bidder	Gawar Construction Limited, Hisar
Name of the Project	

Bid Date	19-Mar-18
Appointed Date	29-Nov-18
COD	28-Nov-20
Inflation	5%
Construction Support	40%
Annuity Payment	60%
Bank rate	6.25%
Discounting rate	9.25%

Parameter	Quoted Value (In Rs. Crore)
Bid Project Cost	895
First year O&M quote (Annual)	3

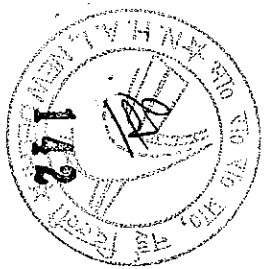
Date of Payments	NPV	19-Mar-18	16-Mar-19	19-Sep-19	31-Jan-20	5-Jul-20	1-Oct-20	27-Nov-20	27-May-21	27-Nov-21	27-May-22	27-Nov-22	27-May-23
Inflation Multiple		1	1.05	1.08	1.088	1.141	1.15	1.16	1.16	1.16	1.216	1.23	1.253
Construction support			79.15	76.38	78.30	29.83	90.69	0.00					
Adjusted BPC			83.04	192.46	195.75	249.47	451.30	101.50					
Completion cost to be paid out in O&M period								93.52					
NPV of bid project cost	799.76												
O&M payment									1.74	1.74	1.81	1.85	1.89
NPV of O&M	27.68												
Bid Price	827.43												

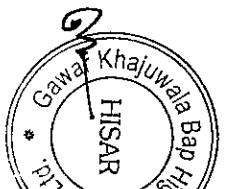



27-Nov-23
27-May-24
27-Nov-24
27-May-25
27-Nov-25
27-May-26
27-Nov-26
27-May-27
27-Nov-27
27-May-28
27-Nov-28
27-May-29

Gawar Khajuwala Bap Highway Pvt. Ltd.
HISAR

27-Nov-29	27-May-30	27-Nov-30	27-May-31	27-Nov-31	27-May-32	27-Nov-32	27-May-33	27-Nov-33	27-May-34	27-Nov-34	27-May-35	27-Nov-35
156%	161%	164%	166%	169%	171%	174%	176%	179%	181%	184%	186%	189%
238	241	245	248	253	257	260	264	268	272	275	279	283





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075
दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

NHAI/11012/Raj/Poogal-Bap/BM/1059

Original

27.03.2018

To,

1. M/s Gawar Construction Ltd
Ref Off- DSS – 378, Sector 16-17,
Hissar-125005 (Haryana)
Tel. No.: 01662-246117, 250361, 9582807004
Fax No.: 01662-248885
Email: tender@gawar.in

2. M/s Gawar Construction Ltd.
"SF-01, JMD Galleria", Sector-48, Sohna Road
Gurgaon – 122001 (Haryana)
Tel: +91-124 - 4854000
Email: pkalra@gawar.in ; tender@gawar.in
Fax: +91-124 – 4854001 / 02

(*Kind Attention: Mr. Rajender Singh, Chairman Cum Director*)

Sub:- Upgradation to 2 lane with paved shoulder/4 lane of khajuwala- poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode - **Letter of Award- reg.**

Ref: (i) Your RFP application submitted on 19.03.2018.
(ii) Financial proposal opened on 27.03.2018.

Sir,

With reference to NHAI's Request for Proposal for "Upgradation to 2 lane with paved shoulder/4 lane of khajuwala- poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode" and considering your proposal in this regard submitted on 19.03.2018 cited under Ref (i), NHAI hereby accepts your proposal quoting Bid Project Cost of **Rs. 895.00 Crores (Rupees Eight hundred and Ninty Five Crore) and First Year O&M Cost of Rs. 3.0 Crore (Rupees Three Crore Only)** as included in Appendix – 1B of your Bid Document, and declares you as the "Selected Bidder" as per the provisions of the RFP Documents.

Original + Duplicate
LOA Received
Undertaking
27/3/18

132

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Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

2. In accordance with the clause 3.8.4 of the RFP document, you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgement within 7 (Seven) days of the receipt of the LOA. Thereafter you are required to execute the Concession Agreement within 45 (Forty Five) days from the date of issue of LOA as specified in Clause 1.3 of RFP.

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of executing the Concession Agreement and implementation of the project (The "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Concession Period shall furnish a Performance Security by way of irrevocable and unconditional Bank Guarantee of **Rs. 44.75** Crore (Rupees Forty Four Crore and Seventy Five Lac only) within the period of the 30 days from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect.

4. You are required to comply with all the terms and conditions set forth in the RFP documents. In case of any default on your part, you shall be liable for action as stated in the Bid Documents.

Encl: Duplicate copy of LOA

Yours faithfully

(B.N.Sahay)
General Manager (Tech)

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR CONSTRUCTION LIMITED
SF-01, JMD Galleria,
Sector-48, Sohna Road,
Gurugram - 122001 (Haryana)
Ph.: (0124) 4854000
Fax : (0124) 4854001/02
Web.: www.gawar.in
E-mail : gcl@gawar.in

GAWAR
CONSTRUCTION LIMITED

An ISO 9001:2015 Certified Company
CIN : U70109HR2008PLC037773

Ref. No.: GCL/GGN/2017-18/F-476/682 *Date: 28-Mar-18*

To,

Sh. B. N. Sahay,
General Manager (Tech),
National Highways Authority of India,
G-5&6, Sector-10, Dwarka,
New Delhi – 110075

Sub: Upgradation to 2 lane with shoulder/4 lane of Khajuwala – Poogal section (Design Chainage 0+000 to 30+182) and Poogal – Dantour – Jaggasar – Gokul – Goddu – Ranjeetpura – Charanwala – Naukh – Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total Length 212.107 Km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity Mode: – **Letter of Award-reg.**

Dear Sir,
We thankfully acknowledge the receipt of your office Letter No. NHAI/11012/Raj/Poogal-Bap/BM/1059 Dated 27-Mar-18 issuing Letter of Award for the subject work and herewith convey our acceptance of the same. The duplicate copy of LOA duly signed in acknowledgement is enclosed please.

Thanking you & assuring you of our best services at all the times.
Encl: As Above
Yours faithfully

For Gawar Construction Limited

Director
Name: **Ravinder Kumar**
Designation: **Whole Time Director**
Date: 28-Mar-2018
Place: Gurugram (Haryana)

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075
दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

NHAI/11012/Raj/Poogal-Bap/BM/1059

Duplicate

27.03.2018

To,

1. M/s Gawar Construction Ltd
   Ref Off- DSS – 378, Sector 16-17,
   Hissar 125005 (Haryana)
   Tel. No.: 01662-246117, 250361, 9582807004
   Fax No.: 01662-248885
   Email: tender@gawar.in

2. M/s Gawar Construction Ltd.
   "SF-01, JMD Galleria", Sector-48, Sohna Road
   Gurgaon – 122001 (Haryana)
   Tel: +91-124 - 4854000
   Email: pkalra@gawar.in ; tender@gawar.in
   Fax: +91-124 – 4854001 / 02

(*Kind Attention: Mr. Rajender Singh, Chairman Cum Director*)

Sub:- Upgradation to 2 lane with paved shoulder/4 lane of khajuwala- poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode - **Letter of Award- reg.**

Ref: (i) Your RFP application submitted on 19.03.2018.
(ii) Financial proposal opened on 27.03.2018.

Sir,

With reference to NHAI's Request for Proposal for "Upgradation to 2 lane with paved shoulder/4 lane of khajuwala- poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode" and considering your proposal in this regard submitted on 19.03.2018 cited under Ref (i), NHAI hereby accepts your proposal quoting Bid Project Cost of **Rs. 895.00 Crores (Rupees Eight hundred and Ninty Five Crore) and First Year O&M Cost of Rs. 3.0 Crore (Rupees Three Crore Only)** as included in Appendix – 1B of your Bid Document, and declares you as the "Selected Bidder" as per the provisions of the RFP Documents.

Accepted
For Gawar Construction Limited
Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

2. In accordance with the clause 3.8.4 of the RFP document, you are requested to sign the duplicate copy of the LOA and return the same as your acknowledgement within 7 (Seven) days of the receipt of the LOA. Thereafter you are required to execute the Concession Agreement within 45 (Forty Five) days from the date of issue of LOA as specified in Clause 1.3 of RFP.

3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solely for the purpose of executing the Concession Agreement and implementation of the project (The "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Concession Period shall furnish a Performance Security by way of irrevocable and unconditional Bank Guarantee of **Rs. 44.75** Crore (Rupees Forty Four Crore and Seventy Five Lac only) within the period of the 30 days from the date of signing of the Concession Agreement. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in full force and effect.

4. You are required to comply with all the terms and conditions set forth in the RFP documents. In case of any default on your part, you shall be liable for action as stated in the Bid Documents.

Yours faithfully

(B.N.Sahay)
General Manager (Tech)

Accepted
For Gawar Construction Limited

Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR CONSTRUCTION LIMITED
SF-01, JMD Galleria,
Sector-48, Sohna Road,
Gurugram - 122001 (Haryana)
Ph.: (0124) 4854000
Fax : (0124) 4854001/02
Web.: www.gawar.in
E-mail : gcl@gawar.in

GAWAR
CONSTRUCTION LIMITED

An ISO 9001:2015 Certified Company
CIN : U70109HR2008PLC037773

Ref: No.: GCL/GGN/2018-19/F-476/77 *Date: 03-May-18*

To

Shri B.N. Sahay
General Manager (Tech)
National Highway Authority of India
G-5&6, Sector 10, Dwarka, New Delhi-110 075

Sub: Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode **(the Project)** - Regarding Incorporation of SPV and Signing of Concession Agreement.

Ref: Letter of Award NHAI/11012/Raj/Poogal-Bap/BM/1059 Dt. 27-03-2018.

Dear Sir

With reference to the captioned subject, we would like to inform that as per the requirement of clause 2 of Letter of Award and Recital of Draft Concession Agreement the Gawar Construction Limited ("the Selected Bidder") has incorporated a Limited Liability Company under the name and style of "**GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**" having its registered office at DSS-378, Sector 16-17, Hisar - 125 005 (Haryana) ("The Concessionaire/SPV"). The certificate of incorporation is enclosed herewith for your ready reference as Annexure-I.

This is to further informed you that the Concessionaire is authorized to execute the Concession Agreement with the Authority, for and of behalf of selected bidder.

For **Gawar Construction Limited**

For Gawar Construction Limited

Director

Rakesh Kumar
Managing Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR
CONSTRUCTION LIMITED

GAWAR CONSTRUCTION LIMITED
SF-01, JMD Galleria,
Sector-48, Sohna Road,
Gurugram - 122001 (Haryana)
Ph.: (0124) 4854000
Fax : (0124) 4854001/02
Web.: www.gawar.in
E-mail : gcl@gawar.in

An ISO 9001:2015 Certified Company
CIN : U70109HR2008PLC037773

Ref: No.: GCL/GGN/2018-19/F-476/89

Date: 09-May-18

To

Shri B.N. Sahay
General Manager (Tech)
National Highway Authority of India
G-5&6, Sector 10, Dwarka, New Delhi-110 075

Sub: Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode (**the Project**) – Regarding Incorporation of SPV and Signing of Concession Agreement.

Ref: NHAI/11012/Raj/Poogal-Bap/BM/1073 dated May 9, 2018

Dear Sir

In reference to the captioned, we are pleased to inform you that as per clause 3 of LOA No. NHAI/11012/Raj/Poogal-Bap/BM/1059 Dt. 27-03-2018 a Special Purpose Vehicle (SPV) in the name of "**GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**" having its registered office at DSS-378, Sector 16-17, Hisar – 125 005 (Haryana) has been incorporated as a Private Limited company vide Certificate of Incorporation dated **18th day of April, 2018** with CIN No. **U45309HR2018PTC073651** granted by the Registrar of Companies, Central Registration Centre.

The selected Bidder i.e. M/s Gawar Construction Limited herewith makes a request to the authority to accept the SPV "**GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**" as the entity which shall undertake and perform the obligation and exercise the rights of the selected bidder including the obligation to enter into the Concession Agreement with the

For Gawar Construction Limited
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Director

For Gawar Khajuwala Bap Highway Pvt. Ltd.
HISAR

Authority in the terms of the Letter of Award for and behalf of the M/s Gawar Construction Limited (bidder).

The certificate of incorporation is enclosed herewith for your ready reference as Annexure-I.

This is to further inform you that the Concessionaire is authorized to execute the Concession Agreement with the Authority, for and of behalf of selected bidder.

We shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that we, M/s Gawar Construction Limited {selected bidder), together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of the concession Agreement (to be executed); and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Proposals shall hold at least 26% (twenty six per cent) of Equity during the Construction Period and two years thereafter along with its Associates;

Provided further that any such request made under Clause 7.1(k) and / or Article 42, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from Senior Lenders

We, the selected bidder are duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement with {itself/the Concessionaire} pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in the Agreement (to be executed);

All its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it Subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in the Agreement (yet to be executed);

For **Gawar Construction Limited**

For Gawar Construction Limited

Director

Rakesh Kumar
Managing Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR CONSTRUCTION LIMITED
SF-01, JMD Galleria,
Sector-48, Sohna Road,
Gurugram - 122001 (Haryana)
Ph.: (0124) 4854000
Fax : (0124) 4854001/02
Web.: www.gawar.in
E-mail : gcl@gawar.in

GAWAR
CONSTRUCTION LIMITED

An ISO 9001:2015 Certified Company
CIN : U70109HR2008PLC037773

GCL/2018-19/DT-09.04.2018/BR-10

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S GAWAR CONSTRUCTION LIMITED (CIN: U70109HR2008PLC037773) DULY HELD ON MONDAY, 09TH DAY OF APRIL, 2018 AT 11:00 AM AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT DSS – 378, SECTOR-16/17, HISAR – 125 005, (HARYANA)

The Chairman informed the Board that the Company win the Bid to undertake Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode (**"the Project"**) in terms of the Letter of Award No. NHAI/11012/Raj/Poogal-Bap/BM/1059 Dt. 27-03-2018. (**"Letter of Award"**) issued by National Highway Authority of India, New Delhi (**"the Authority"**)

It was further informed that as per the Request for Proposal (RFP) submitted by the Company at the time of Bidding, the Successful Bidder required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. The Draft copy of the Concession Agreement placed before the Board.

After detailed discussions, the following resolutions were passed unanimously.

"RESOLVED THAT an approval of the Board be and is hereby accorded to form a Special Purpose Vehicle to be incorporated under The Companies Act, 2013 with the Registrar of Companies, Maneser, Haryana by the name and style of "GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED" or such other name as may be made available by the Registrar of Companies, Haryana, (the **"SPV"**) to execute the Concession Agreement and implement Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode ("the Project") in terms of the Letter of Award No. NHAI/11012/Raj/Poogal-Bap/BM/1059 Dt. 27-03-2018. ("Letter of Award") issued by National Highway Authority of India, New Delhi ("the Authority").

RESOLVED FURTHER THAT the Board has further accord its approval for infusion of required Equity in the SPV and make the necessary arrangements for the Loans/ facility to undertake and implement the project.

RESOLVED FURTHER THAT the company also undertake that it shall at all times maintain equity participation in the SPV as per the terms of Concession Agreement.

RESOLVED FURTHER THAT Mr. Rakesh Kumar, Managing Director of the Company and is Authorized Person of the Company (hereinafter collectively known as **"Authorized Person"** of the Company) be and are hereby severally authorized to sign, submit and execute all the necessary documents, undertakings, deeds, agreements, papers, as may be required from time to time on behalf of Company for the purpose.

RESOLVED FURTHER THAT any one of the Directors of the Company be and are hereby severally authorized to issue certificate copy of resolution.

For **Gawar Construction Limited**

For Gawar Construction Limited

Ravinder Kumar
Whole Time Director
DIN-01045284
4, Saket Colony, Azad Nagar, Hisar.

Director

For Gawar Construction Limited

Director

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GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2018PTC073651

Date: 03-May-2018

To
Shri B.N. Sahay
General Manager (Tech)
National Highway Authority of India
G-5&6, Sector 10, Dwarka, New Delhi-110 075

Sub: Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode. **("the Project")** -Incorporation of SPV- Regarding.

Ref: Letter of Award No. NHAI/11012/Raj/Poogal-Bap/BM/1059 Dt. 27-03-2018.

Dear Sir

With reference to the captioned subject, we would like to inform that as per the requirement of clause 2 of Letter of Award and Recital of Draft Concession Agreement the Gawar Construction Limited ("the Selected Bidder") has incorporated a Limited Liability Company under the name and style of **"GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED"** having its registered office at DSS-378, Sector 16-17, Hisar – 125005 (Haryana) ("The Concessionaire/SPV").

In this regards, we would like to submit the following documents:

1. Certificate true copy of Memorandum & Articles of Association along with Certificate of Incorporation.
2. A Certificate true copy of Board Resolution for Authority to sign Concession Agreement.
3. A Certificate true copy of M/s Gawar Construction Limited Board Resolution.
4. Legal Opinion with respect to the authority of the Concessionaire to execute and enter into the Concession Agreement with National Highway Authority of India.
5. Certificate true copy of Shareholding pattern to the Company.

You are requested to take aforesaid documents on your record and intimate us the suitable date for signing of the Concession Agreement.

Kindly acknowledge the receipt.

For **GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**

For Gawar Khajuwala Bap Highway Pvt. Ltd.

Director

Rakesh Kumar
Managing Director
Encl: a/a

GM(T)- on leave
DGM(T) - MA
PS examine & furnish report immediately 4/5/18
FC - M/s JPS associates

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

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GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2018PTC073651

Date: 09-May-2018

To
Shri B.N. Sahay
General Manager (Tech)
National Highway Authority of India
G-5&6, Sector 10, Dwarka, New Delhi-110 075

Sub: Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode ("**the Project**") –Incorporation of SPV- Regarding.

Ref: NHAI/11012/Raj/Poogal-Bap/BM/1073 dated May 9, 2018

Dear Sir

Further, to our letter dated May 3, 2018, we are pleased to inform that, the SPV known as "**GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**" Having CIN **U45309HR2018PTC073651** and registered office at DSS-378, Sector 16-17, Hisar – 125 005 (Haryana) has been constituted by the Bidder - Gawar Construction Limited for the execution of the Concession Agreement with NHAI and to undertake the project, as per Clause 3 of LOA No. NHAI/11012/Raj/Poogal-Bap/BM/1059 Dt. 27-03-2018.

The Company do hereby undertake and execute the project "Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode."

We also join in the said request of Gawar Construction Limited (the selected bidder) to the Authority to accept us as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder including the obligation to enter into a Concession Agreement pursuant to the LOA.

We, the Concessionaire further represent to the effect that we have been promoted by the selected bidder for the purposes hereof and deliver to the Authority a legal opinion with respect to the authority of the Concessionaire to enter into this Concession Agreement and the enforceability of the provisions thereof.

For Gawar Khajuwala Bap Highway Pvt. Ltd.

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Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

We further undertake:

1. We will not be engaged in any business other than as mentioned in the main object of the Memorandum of Association.
2. We shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that M/s Gawar Construction Limited {selected bidder), together with {its/ their} Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of the concession Agreement (to be executed); and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Proposals shall hold at least 26% (twenty six per cent) of Equity during the Construction Period and two years thereafter along with its Associates;

   Provided further that any such request made under Clause 7.1(k) and / or Article 42, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from Senior Lenders

The selected bidder is duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement with {itself/the Concessionaire} pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in the Agreement (to be executed);

All its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it Subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in the Agreement (yet to be executed);

In this regard we would submit the following documents: -

1. Certificate true copy of amended Memorandum & Articles of Association along with Certificate of Incorporation and challan.
2. A Certificate true copy of Board Resolution for Authority to sign Concession Agreement.
3. A Certificate true copy of M/s Gawar Construction Limited Board Resolution.
4. Legal Opinion with respect to the authority of the Concessionaire to execute and enter into the Concession Agreement with National Highway Authority of India.
5. Certificate true copy of Shareholding pattern to the Company.

You are requested to take aforesaid documents on your record and intimate us the suitable date for signing of the Concession Agreement.

Kindly acknowledge the receipt.

For GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

For Gawar Khajuwala Bap Highway Pvt. Ltd.
Director

Rakesh Kumar
Director
Encl: a/a

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Gawar Khajuwala Bap Highway Pvt. Ltd.
HISAR

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2018PTC073651

NOTICE

Notice is hereby given that Extra-ordinary General Meeting of the Company will be held at the Registered Office of the Company on 07-05-2018 at 10-30 A.M. to consider &,if thought fit,to pass with or without modification the following resolutions-

1.**Special Business:-**

For adoption of New set of Memorandum of Association of the company:-

Special Resolution:-

"Resolved that pursuant to the provisions of section 4 read with section 13 of the Companies Act,2013 and other applicable provisions,if any,of the Companies Act,2013,consent of the members of the company be and is hereby accorded for adoption of new set of Memorandum of Association as placed before the meeting by substituting the existing Memorandum of Association of the company."

"Further Resolved that the board of directors be and is hereby authorized to sign and execute such papers, documents, deeds and instrument and to do all such acts,deeds,matters and things as may be considered necessary, desirable and expedient by them for the purpose of giving effect to this resolution relating to adoption of new set of Memorandum of Assocation by the company."

2.Special Business:-

For adoption of New set of Articles of Association of the company:-

Special Resolution:-

"Resolved that pursuant to the provisions of section 5 read with section 14 of the Companies Act,2013 and other applicable provisions,if any,of the Companies Act,2013,consent of the members of the company he and is hereby accorded for adoption of new set of Articles of Association as placed before the meeting by substituting the existing Articles of Association of the company."

"Further Resolved that the board of directors be and is hereby authorized to sign and execute such papers,documents,deeds and instrument and to do all such acts,deeds,matters and things as may be considered necessary,desirable and expedient by them for the purpose of giving effect to this resolution relating to adoption of new set of Articles of Assocation by the company."

By Order of the Board of Directors,

For Gawar Khajuwala Bap Highway Pvt. Ltd.

(Rakesh Kumar)

Director

DIN No.02082

Place:Hisar

Dated :01-05-2018

Gawar Khajuwala Bap Highway Pvt. Ltd. Director HISAR

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2018PTC073651

Notes:-

1.A Member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of himself and the proxy need not be a member.

2.Explanatory Statement Pursuant to Section 102 of the Companies Act,2013 in respect of the notice set out above is annexed thereto.

Explanatory Statement pursuant to section 102 of the Companies Act,2013

RESOLUTION No.1:

For adoption of New set of Memorandum of Association of the company:-

As there were some changes in Old Moa of the company,It was considered and necessary to adopt a new set of Memorandum of Association of the company in place of existing set of MOA and this change requires approval of members of the company by way of passing a special resolution at a general meeting.

The Board of directors recommend passing the resolution for adoption of new set of MOA as set out in resolution no.1 of the notice.

RESOLUTION No.2:

For adoption of New set of Articles of Association of the company:-

As there were some changes in Old AOA of the company,it was considered and necessary to adopt a new set of Articles of Association of the company in place of existing set of AOA and this change requires approval of members of the company by way of passing a special resolution at a general meeting.

The Board of directors recommend passing the resolution for adoption of new set of AOA as set out in resolution no.2 of the notice.

None of the Directors and Key Managerial Person and their relatives are concerned or interested financially or otherwise in passing of this resolution, except as a member of the company.

By Order of the Board of Directors,

For Gawar Khajuwala Bap Highway Pvt. Ltd.

(Rakesh Kumar)
Director
DIN No.02[illegible]

Gawar Khajuwala Bap Highway Pvt. Ltd. Director
HISAR

Place:Hisar
Dated: 01-05-2018

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2018PTC073651

Certified True copy of the Special Resolution passed at the Extra-ordinary General Meeting of the Shareholders of the Company held on 07-05-2018 at 10:30 A.M. at the registered office of the Company.

1.Special Business:-

For adoption of New set of Memorandum of Association of the company:-
Special Resolution:-

"Resolved that pursuant to the provisions of section 4 read with section 13 of the Companies Act,2013 and other applicable provisions,if any,of the Companies Act,2013,consent of the members of the company be and is hereby accorded for adoption of new set of Memorandum of Association as placed before the meeting by substituting the existing Memorandum of Association of the company."

"Further Resolved that the board of directors be and is hereby authorized to sign and execute such papers,documents,deeds and instrument and to do all such acts,deeds,matters and things as may be considered necessary,desirable and expedient by them for the purpose of giving effect to this resolution relating to adoption of new set of Memorandum of Assocation by the company."

2.Special Business:-

For adoption of New set of Articles of Association of the company:-
Special Resolution:-

"Resolved that pursuant to the provisions of section 5 read with section 14 of the Companies Act,2013 and other applicable provisions, if any, of the Companies Act,2013,consent of the members of the company be and is hereby accorded for adoption of new set of Arteles of Association as placed before the meeting by substituting the existing Arteles of Association of the company."

"Further Resolved that the board of directors be and is hereby authorized to sign and execute such papers, documents, deeds and instrument and to do all such acts, deeds, matters and things as may be considered necessary, desirable and expedient by them for the purpose of giving effect to this resolution relating to adoption of new set of Articles of Assocation by the company."

By Order of the Board of Directors,

For Gawar Khajuwala Bap Highway Pvt. Ltd.
(Rakesh Kumar)
Director
DIN No.: 02[illegible]2036

Place:Hisar
Dated: 07-05-2018

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2018PTC073651

Date: 09-May-2018

To

Shri B.N. Sahay
General Manager (Tech)
National Highway Authority of India
G-5&6, Sector 10, Dwarka, New Delhi-110 075

Sub: **Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode. – Observations Reg.**

Dear Sir,

We thankfully acknowledge the receipt of your letter no. NHAI/11012/Raj./Poogal-Bap/BM/1073 dated 09-05-2018 in response to this office letter dated 03-05-2018 raising certain observation on the documents submitted. Point wise clarifications to the observations are as under:-

i. In line with the observation the MOA is amended and copy of the same is enclosed along with challan filed with ROC.
ii. In the amended MOA it is clarified that Gawar Construction Limited is holding shares through its authorized signatory Mr. Rakesh Kumar.
iii. Necessary undertaking duly signed by the authorized signatory of SPV is enclosed is the revised request letter.
iv. Enclosed is the letter duly signed by authorized signatory of the SPV required under Recital E of draft Concession Agreement as above in (iii).
v. As above in (iii).
vi. Enclosed is the undertaking with reference to Clause 7.1(k), (l) and (m) of Concession Agreement duly signed by the authorized signatory for both selected bidder (enclosed) and SPV as above in (iii).

Thanking You
Yours faithfully

For Gawar Khajuwala Bap Highway Pvt. Ltd.

Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2018PTC073631

CERTIFIED TRUE COPY OF THE EXTRACT OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED ON APRIL 23, 2018.

"**RESOLVED THAT** the Company has been incorporated to undertake the Execution of Concession Agreement for the Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode ("the **Project**") in terms of the Letter of Award No. NHAI/11012/Raj/Poogal-Bap/BM/1059 Dt. 27-03-2018. ("Letter of Award") issued by National Highway Authority of India, New Delhi ("the Authority").

RESOLVED FURTHER THAT the Company do execute the Concession Agreement and all related documents with National Highway Authority of India, New Delhi for undertaking the project in accordance with Letter of Award and on such terms and conditions to be stipulated by the Authority.

"**RESOLVED FURTHER THAT** Mr. Rakesh Kumar (Director), Ravinder Kumar (Director) and Mr. Inderjeet Godara (Sr. Vice President bearing PAN No. AFQPG0096K) of the Company (hereinafter collectively known as "**Authorized Person**" of the Company) be and are hereby severally authorized to sign, submit and execute all the necessary documents, undertakings, deeds, agreements, papers, as required, to give effect of the foregoing resolution and do all such other acts/things including but not limited to:

- Execute and deliver any deeds, undertakings, documents, agreements or papers as may be necessary.
- Appear, liaise present before statutory, local, regulatory, Government Authority (ies) for statutory and regulatory matters involved in this regard.
- Authorize any officials of the company to do acts, deeds, and things as thy may deem fit and proper.
- Settle and queries, dispute as may arise in this regard.

RESOLVED FURTHER THAT as per the clause 76 (to be renumbered as clause 94) of Articles of Association of the company, it is not mandatory for the company to have a Seal and to clear the ambiguity, the company will modify the said of Articles of Association as "The company does not have a common seal."

For Gawar Khajuwala Bap Highway Pvt. Ltd.

Director

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Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2019PTC078651

RESOLVED FURTHER THAT any one of the Directors of the Company be and are hereby severally authorized to issue certificate copy of resolution.

For **GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**

For Gawar Khajuwala Bap Highway Pvt. Ltd.

Rajender Singh
Director

Director

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Gawar Khajuwala Bap Highway Pvt. Ltd.
HISAR

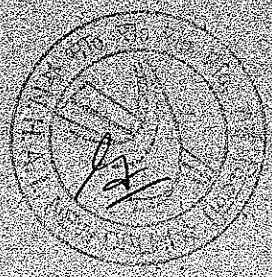
MEMORANDUM AND ARTICLES

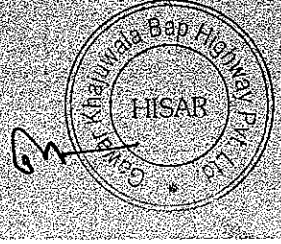
OF

ASSOCIATION

OF

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED.





MINISTRY OF CORPORATE AFFAIRS

RECEIPT

G.A.R.7

SRN : G86794690 **Service Request Date :** 10/05/2018

Payment made into : State Bank of India

Received From :

Name : RAJESH GARG

Address : HOUSE NO 1226
URBAN ESTATE II
HISAR, Haryana
India - 125005

Entity on whose behalf money is paid

CIN: U45309HR2018PTC073651

Name : GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

Address : DSS-378
SECTOR 16-17
HISAR, Haryana
India - 125001

Full Particulars of Remittance

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form MGT-14	Normal	600.00
	Total	600.00

Mode of Payment: Internet Banking - State Bank of India

Received Payment Rupees: Six Hundred Only

Note –The Registrar may examine this eForm any time after the same is processed by the system under Straight Through Process (STP). In case any defects or incompleteness in any respect is noticed by the Registrar , then this eForm shall be treated and labeled as defective and the eForm shall have to be filed afresh with the fee and additional fee, as applicable. (Please refer Rule 10 of the Companies (Registration offices offices and Fees) Rules, 2014)

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2018PTC073651

RESOLVED FURTHER THAT any one of the Directors of the Company be and are hereby severally authorized to issue certificate copy of resolution.

For **GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**

For Gawar Khajuwala Bap Highway Pvt. Ltd.

Rajender Singh
Director

Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

Articles of Association
(TABLE F OF SCHEDULE I OF COMPANIES ACT 2013 & SECTION 5)
The Companies Act, 2013
(Company Limited by Shares)
ARTICLES OF ASSOCIATION OF
GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED.

Interpretation

1. In these regulations—
(*a*) "the Act" means the Companies Act, 2013,
(*b*) "the seal" means the common seal of the company.

2. Unless the context otherwise requires, words or expressions contained in these regulations shall bear the samemeaning as in the Act or any statutory modification thereof in force at the date at which these regulations becomebinding on the company.

3. Subject to anything to the contrary hereinafter provided the regulations contained in Table 'F' of Schedule I to the Companies Act, 2013 and applicable to private limited companies shall apply to this company unless inconsistent with the provisions contained in these articles.

4. The regulations for the management of the company and for the observance of the members thereof and their representatives shall subject to any exercise of the statutory powers of the company in reference to the repeal or alteration of its regulation by special resolution, as prescribed or permitted by the Act be such as are contained in these articles.

5. In these Articles unless there be something in the subject or context inconsistent therewith.

The Company, means **GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**.

'The Director' means the director being of the company and includes any person occupying the position of a director by whatever name called as defined under section 2(34) of the Companies Act, 2013.
'Month' means the calendar month.
'The Office' means the Registered Office for the time being of the Company.
'The Presents' means these Articles of Association or originally formed or as altered from time to time by special resolution.
'Dividend' includes interim dividend and bonus.
'Seal' means the common seal of the company.
'Writing' shall include printing and lithography and any other mode of representing or reproducing words in visible form.
'The Board' means the Board of directors of the company.
'The Managing Director' means Managing Director of the company, as defined under section 2(54) of the Companies Act, 2013.
'Manager' means the Manager for the time being of the company as defined under section 2(53) of the Companies Act, 2013.
'The Register' means the register of members of the company required to be kept under section 88 of the Companies Act, 2013.
'Company Secretary' means the Secretary of the company as defined under sections 2(24) of the Companies Act,2013.

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Definition of Private Company:-

6. The company is a private company within the meaning of section 2(68) of the Companies Act, 2013 and accordingly the company will have a minimum paid up capital of `1,00,000 or such higher paid up capital as may be prescribed from time to time under the Companies Act, 2013.
It further,
(*i*) restricts the right to transfer its shares;
(*ii*) except in case of One Person Company, limits the number of its members to two hundred:
Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:
Provided further that—
(A) persons who are in the employment of the company; and
(B) persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased,shall not be included in the number of members; and
(*iii*) prohibits any invitation to the public to subscribe for any securities of the company;

SHARE CAPITAL

7. The Authorized Share Capital of the company shall be as defined in Clause V of the Memorandum of Association with the rights, privileges and conditions attached thereto as per the relevant provisions contained in that behalf in these presents and with power to the Company to increase or reduce the capital and to divide the shares in the capital for the time being into several classes (being those specified in the Companies Act, 2013) and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the company and to vary, modify, enlarge or abrogate any such rights, privileges or conditions in such manner as may be permitted by the said Act or provided by these articles of association of the company

Share capital and variation of rights

8. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
9. (*i*) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,—
(*a*) one certificate for all his shares without payment of any charges; or
(*b*) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
(ii) Every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two directors or by a director and the company secretary,wherever the company has appointed a company secretary.
Provided that in case the company has a common seal it shall be affixed in the presence of the persons required to sign the certificates.
Explanation:-for the purposes of this item,it is hereby clarified that in case of an one person company,it shall be sufficient if the certificates is signed by a director and the company secretary,wherever the company has appointed a company secretary,or any other person authorised by the board for the purpose.
(*iii*) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
10. (*i*) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for
endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof

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thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

(*ii*) The provisions of Articles 10 and 11 shall *mutatis mutandis* apply to debentures of the company.

11. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof)any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

12. (*i*) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40,provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.

(*ii*) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

(*iii*) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

13. (*i*) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(*ii*) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

14. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not,unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

15. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

Lien

16. (*i*) The company shall have a first and paramount lien—

(*a*) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and

(*b*) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(*ii*) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

17. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

(*a*) unless a sum in respect of which the lien exists is presently payable; or

(*b*) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

18. (*i*) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

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(*ii*) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

(*iii*) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

19. (*i*) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(*ii*) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

20. (*i*) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(*ii*) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(*iii*) A call may be revoked or postponed at the discretion of the Board.

21. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

22. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

23. (*i*) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent. per annum or at such lower rate, if any, as the Board may determine.

(*ii*) The Board shall be at liberty to waive payment of any such interest wholly or in part.

24. (*i*) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(*ii*) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

25. The Board—

(*a*) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(*b*) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

26. (*i*) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

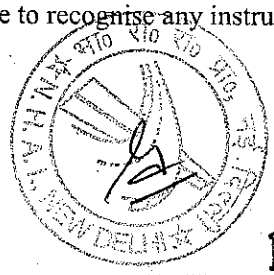
(*ii*) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

27. The Board may, subject to the right of appeal conferred by section 58 decline to register—

(*a*) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(*b*) any transfer of shares on which the company has a lien.

28. The Board may decline to recognise any instrument of transfer unless—



(*a*) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(*b*) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(*c*) the instrument of transfer is in respect of only one class of shares.

29. On giving not less than seven days' previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

Transmission of shares

30. (*i*) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares.

(*ii*) Nothing in clause (*i*) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

31. (*i*) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

(*a*) to be registered himself as holder of the share; or

(*b*) to make such transfer of the share as the deceased or insolvent member could have made.

(*ii*) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

32. (*i*) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(*ii*) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(*iii*) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

33. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafterwithhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

34. In case of a One Person Company—

(*i*) on the death of the sole member, the person nominated by such member shall be the person recognised by the company as having title to all the shares of the member;

(*ii*) the nominee on becoming entitled to such shares in case of the member's death shall be informed of such event by the Board of the company;

(*iii*) such nominee shall be entitled to the same dividends and other rights and liabilities to which such sole member of the company was entitled or liable;

(*iv*) on becoming member, such nominee shall nominate any other person with the prior written consent of such person who, shall in the event of the death of the member, become the member of the company.

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Forfeiture of shares

35. If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may,at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

36. The notice aforesaid shall—

(*a*) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice)on or before which the payment required by the notice is to be made; and

(*b*) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

37. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

38. (*i*) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(*ii*) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

39. (*i*) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.

(*ii*) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.

40. (*i*) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

(*ii*) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.

(*iii*) The transferee shall thereupon be registered as the holder of the share.

(*iv*) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

41. The provisions of these regulations as to forfeiture shall apply in the case of non- payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Alteration of capital

42. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

43. Subject to the provisions of section 61, the company may, by ordinary resolution,—

(*a*) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(*b*) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(*c*) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(*d*) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

44. Where shares are converted into stock,—

(*a*) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

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Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however,that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

(*b*) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

(*c*) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively.

45. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law,—

(*a*) its share capital;

(*b*) any capital redemption reserve account; or

(*c*) any share premium account.

Capitalisation of profits by issuance of bonus shares

46. (*i*) The company in general meeting may, upon the recommendation of the Board, resolve—

(*a*) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(*b*) that such sum be accordingly set free for distribution in the manner specified in clause (*ii*) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(*ii*) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause

(*iii*), either in or towards—

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares of the company as bonus shares to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);

(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;

(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

47. (*i*) Whenever such a resolution as aforesaid shall have been passed, the Board shall—

(*a*) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

(*b*) generally do all acts and things required to give effect thereto.

(*ii*) The Board shall have power—

(*a*) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and

(*b*) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;

(*iii*) Any agreement made under such authority shall be effective and binding on such members.

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Buy-back of shares

48. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

Cessation of members

49. In case the directors consider that the continuance of any person as a member of the company is detrimental to theinterest of the company they may in their discretion if authorised by a special resolution passed by the company at the General Meeting call upon the said person or persons to transfer his or her or their representative share or shares in accordance with the provisions of these articles and from the date the transfer of shares becomes effective under the aforesaid resolution, the said persons shall *ipso facto* cease to be a member or members of the company and become disentitled to any of the rights, privileges and benefits as such member of the company.

Nomination of shares

50. (*i*) Subject to the provisions of section 72 of the Companies Act, 2013 every shareholder or debentureholder of the company, may at any time, nominate in the prescribed manner a person to whom his/her shares in, or debentures of the company shall vest in the event of his/her death.
(*ii*) Where the shares in, or debentures of the company are held by more than one person jointly, the jointholders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or debentures of the company as the case may be, shall vest in the event of the death of all the joint holders.
(*iii*) Notwithstanding anything contained in any other law for the time being in force or in any disposition,whether testamentary or otherwise, in respect of such shares in or debentures of the company where the nomination made in the prescribed manner purports to confer on any of the right to vest the shares in or debentures of the company, the nominee shall, on the death of the shareholder or debentureholder, as the case may be, on the death of the joint holders, become entitled to all the rights in such shares or debentures or as the case may be, all the joint holders, in relation to such shares or debentures, to the exclusion of all other person, unless the nomination is varied or cancelled in the prescribed manner.
(*iv*) Where the nominee is minor, it shall be lawful for the holder of the shares or debentures, to make the nomination to appoint, in the prescribed manner, any person to become entitled to shares in or debentures of the company, in the event of his/her death, during the minority.
51. A nominee, upon production of such evidence as may be required by the Board as per the relevant laws and subject as hereinafter provided, elect either:—
(*i*) To be registered himself/herself as holder of the share or debenture, as the case may be; or
(*ii*) To make such transfer of the share or debenture, as the case may be, as the deceased share holder or debenture holder, could have made;
(*iii*) If the nominee elects to be registered as holder of the share or debenture, himself/herself, as the case may be,he/she shall deliver or send to the company, a notice in writing signed by him/her stating that he/she so elects and such notice shall be accompanied with the death certificate of the deceased shareholder or debenture holder as the case may be;
(*iv*) A nominee shall be entitled to the same dividends and other advantage to which he/she would be entitled to if he/she was the registered holder of the share or debenture except that he/she shall not, before being registered as a member in respect of his/her share or debenture, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company. Provided further that Board may, at any time, give notice requiring any such person to elect either to be registered himself/herself or to transfer the share or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonus or other money payable or rights accruing in respect of such shareor debenture, until the requirements of the notice have been complied with.

MEETINGS

General meetings

52. All general meetings other than annual general meeting shall be called extra- ordinary general meeting.

53. (*i*) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(*ii*) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India,any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

54. (*i*) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

(*ii*) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.

55. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.

56. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

57. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of meeting

58. (*i*) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(*ii*) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(*iii*) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(*iv*) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

59. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

(*a*) on a show of hands, every member present in person shall have one vote; and

(*b*) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.

60. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.

61. (*i*) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

(*ii*) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

62. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

63. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

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64. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
65. (*i*) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
(*ii*) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

66. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
67. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.
68. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:
Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BOARD MEETING

Board of Directors

69. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum or a majority of them. The First Directors of the company shall be:
1. Rakesh Kumar
2. Ravinder Kumar
3. Rajender Singh

The number of directors shall not be less than two and more than fifteen unless and until otherwise determined by the company at a General meeting.
70. (*i*) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
(*ii*) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
(*a*) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
(*b*) in connection with the business of the company.
71. The Board may pay all expenses incurred in getting up and registering the company.
72. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register.
73. All cheques, promissory notes, drafts, *hundis*, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
74. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

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75. (*i*) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
(*ii*) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act.

Proceedings of the Board

76. (*i*) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
(*ii*) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
77. (*i*) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
(*ii*) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
78. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
79. (*i*) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
(*ii*) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.
80. (*i*) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
(*ii*) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
81. (*i*) A committee may elect a Chairperson of its meetings.
(*ii*) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
82. (*i*) A committee may meet and adjourn as it thinks fit.
(*ii*) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
83. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall,notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
84. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

POWERS AND DUTIES OF THE BOARD

Powers of the Board

85. Subject to the provision of the Act the directors of the company shall have all the powers of the company except,so far as they stand restricted or regulated by the provisions of the Companies Act, or by these Articles.

86. Without prejudice to the generality of the powers conferred upon the directors, whether by the provision of law for the time being in force and/or applicability of the Articles of Table 'F' and/or the provision of these presents or otherwise the Board shall be entitled to exercise all such powers and do all such acts, and these things as the company authorises them to execute or do, but it is hereby expressly declared that the directors shall have the following powers:—

(*i*) To purchase or otherwise acquire for the company any property whether movable or immovable and rights and privileges which the company is authorised to acquire on such prices

and generally on such terms and conditions as they think fit.

(*ii*) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the company either wholly or partially in cash or shares or in bonds or other securities of the Company and such share may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon any such bonds or other securities may be either specifically charged upon all or any part of the property of the company and its uncalled capital or not so charged.

(*iii*) To accept from any member on such terms and conditions as shall be agreed and so far as may be permissible in law, surrender of his shares in the company or any part thereof, subject to the provisions of the Companies Act, 2013.

(*iv*) To institute, conduct, defend, compound or abandon any legal proceedings by or against the company or its officers or otherwise concerning the affairs of the company and also to compound and allow time for payment or satisfaction of any debts or dues and/or any claims or demands by or against the company.

(*v*) To refer to any claims or demands by or against the company to arbitration and observe, perform and carry out the awards.

(*vi*) To make and give receipts, release and other discharges for money or property payable or deliverable to the company and for the claims and the demands of the company.

(*vii*) To determine who shall be entitled to sign on the company's behalf, bills, notes, receipt, acceptance,endorsement, cheques, release, contracts and documents.

(*viii*) From time to time to provide for the management or the affairs of the company in such manner as they think fit and in particular to appoint any person(s) to be the Attorney or agents of the company with such powers(including power to sub-delegate) and upon such terms and remuneration as may be thought fit.

(*ix*) Subject to the provisions of the Companies Act, 2013 to invest and deal with any of the moneys of the company not immediately required for the purposes thereof in such securities (not being shares in this company) and in such manner as they may think fit and from time to time vary or realise such investments.

(*x*) To borrow or raise, secure the payment of the sum or money for the purpose of the company in such manner and upon such terms and conditions as they shall think fit by mortgage, pledge, hypothecation or otherwise charged upon all or any of the company's property both present and future including the uncalled capital and to purchase, redeem or pay off such securities.

(*xi*) To give to any person employed by the company a commission on the profits of any particular business or transaction or a share in the net profits of the company and such payment shall be treated as part of the working expenses of the company.

(*xii*) To enter into such negotiations and rescind and vary, all such contracts and execute and do all such acts,deeds and things in the name and on behalf of the company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purpose of the company.

(*xiii*) To sell such portions of the land or buildings or machineries and/or other capital asset of the company as may not be required for the purpose of the company.

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(*xiv*) To subscribe for, purchase, accept, take, hold or otherwise acquire share in any company, society or undertaking the object of which shall either wholly or in part be similar to those of this company or such as may be likely to promote or advance the business in the interest of the company.
(*xv*) To provide for the welfare of the employees (including directors) of the company or its predecessors in business and the wife, widow and family or the dependents of connections of such persons by building or contributing to the building of houses or dwelling quarters or by grant of money, pensions, gratuities,allowances, bonus, profits sharing bonus or benefit or any other payments or by creating and from time to time subscribing or contributing to provident fund or other associations, institutions, funds, profit sharing or other scheme or trust and by providing or subscribing, contributing, towards places of instruction and recreation, hospital, dispensaries as the Board shall think fit, subject to the provisions of the Companies Act,2013.

(*xvi*) The Board may consider and decide Book Closure/Record Date for the purpose of payment of dividend/issue of right and/or bonus shares or for any other purpose as Board may deem fit as per provisions of the Act.

Delegation of powers
87. Subject to the provisions of Act, the Board of directors may delegate any of their powers to any committee consisting of such member or members of their body as they think it and/or the Managing Director/ Whole-time Director, or any other officer or authorised representative of the company. A committee so formed or the Managing Director/Whole-time Director or any other officer or authorised representative of the company shall in the exercise of the power so delegated confirm to any regulations that may from time to time be imposed upon it or him by the Board of directors.

MANAGING DIRECTOR/WHOLE TIME DIRECTOR/KMP
Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
88. Subject to the provisions of the Act,—
(*i*) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
(*ii*) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
89. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
90. The Managing Director/Whole-Time Director(s)/Manager shall be entitled to such salary as may be determined by the Board of directors from time to time and out of pocket expenses incurred in connection with the business of the company and such traveling and other expenses as may be permitted by the Board of directors from time to time.
91. The remuneration of the Managing Director(s)/Whole-time Director(s)/Manager/CEO/CFO under the proceeding as aforesaid shall be in addition to any sum of money that the Managing Director(s)/Whole-time Director(s)/Manager/CEO/CFO may be entitled to as an ordinary director of the company.
92. Subject to the general supervision and control of the Board of directors, the Managing Director/ Whole-time Director(s)/Manager/CEO shall have all the powers of the Board of directors of the company, unless such powers have to be exercised by the Board under the provisions of law and in particular the Managing Director/Whole-time Director/CEO is authorised to execute, sign, enter into and to execute all, such contracts, conveyances, lease, assignments, assurances, deeds, agreements, instruments in connection with all movable and immovable properties of the Company and in relation to the business of the company and to enter

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into all agreements, negotiations and make representation to the Government both State and Central, Financial Institution, Public bodies, banks, etc, and shall sign, execute all necessary applications and documents, as may be required or deemed fit and proper requisite from time to time. He may settle any account or reckoning whatsoever on behalf of the company.

93. The Managing Director/Manager/CEO/CFO is authorised to delegate any or all the powers vested in him, to any director or other person as he thinks fit of which a notice will be taken in the Board Meeting after such delegation.

THE SEAL

The Seal

94. (*i*) The company does not have a common seal.

Explanation:-For the purposes of this sub-paragraph it is hereby clarified that on and from the commencement of the companies (amendment)act,2015 i.e.w.e.f.29th May,2015,company may not be required to have the seal by virtue of registration under the act and if a company does not have the seal,the provisions of this sub-paragraph shall not be applicable.

DIVIDEND

Dividends and Reserve

95. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

96. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.

97. (*i*) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.

(*ii*) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

98. (*i*) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(*ii*) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(*iii*) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

99. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

100. (*i*) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(*ii*) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

101. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

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102. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

103. No dividend shall bear interest against the company.

ACCOUNTS

Accounts

104. (*i*) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be opento the inspection of members not being directors.

(*ii*) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

Winding up

105. Subject to the provisions of Chapter XX of the Act and rules made thereunder—

(*i*) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(*ii*) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

(*iii*) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

106. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

Director's responsibility

107. Subject to the provisions of the Companies Act, 2013 no director, Managing Director/Whole-Time Director/Manager/CEO/CFO of the Secretary or any other Officer of the company shall be liable for the acts, receipts,negligence of any other director or officer for the signing in any receipt of their acts for conformity or for any loss or expenses happening to the company through the insufficiency or deficiency of title to any property acquired by the order of the directors for or on behalf of the company or for insufficiency or deficiency of any security in or upon which any of the money of the company shall be invested or for any loss or damage arising from bankruptcy,insolvency or turnouts act or any person with whom any money, securities effects of the company shall be invested or for any loss occasioned by the error of judgment or oversight or for any other loss, or damage or misfortune whatsoever which shall happen in the execution of the duties of such officer or in relation thereto unless the same happens through his own dishonesty and willful neglect.

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Secrecy

108. Every Director, Auditor, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other persons employed in the business of the company shall if so required by the directors before entering upon his duties sign a declaration pledging himself to observe strict secrecy, respecting all transactions of the company with its customers and state of accounts with individual and in matters relating thereto and shall on such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so by the directors or by any meeting or by a Tribunal of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

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Names, Addresses, Description and Occupations of Subscribers	Signature of subscribers	Name, Addresses, Occupation and Description of witnesses
1.M/s. Gawar Construction Limited having office at DSS 378, Sector 16-17,Hisar Haryana 125001 (Through its authorised signatory Mr.Rakesh Kumar R/o.H No.1908,Saket Colony, Azad Nagar,Hisar Haryana-125001 Occupation-Business	Sd	I witness to subscribers who subscribed and signed in my presence dt 17-04-2018 at Hisar. Further I have verified their details for their identification and satisfied myself of their identification particulars as filled in:-
2.Ravinder Kumar S/o Sh Chhabil Das R/o.H No.4,Saket Colony Azad nagar,Hisar Haryana 125001 Occupation Business	Sd	Sd Rajesh Garg S/o Sh Daya Kishan Garg H No.1226,Urban Estate-2, Hisar Haryana 125005 Occupation Practising company secretary FCS No.5960
3.Rajender Singh S/o Sh Chhabil Das R/o.4/1909,W No.1, Saket Colony Azad nagar,Hisar Haryana 125001 Occupation Business	Sd	

Place :Hisar

Date : 17-04-2018

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MINISTRY OF CORPORATE AFFAIRS

RECEIPT

G.A.R.7

SRN : G86705738 **Service Request Date :** 09/05/2018

Payment made into : State Bank of India

Received From :

Name : RAJESH GARG

Address : HOUSE NO 1226
URBAN ESTATE II
HISAR, Haryana
India - 125005

Entity on whose behalf money is paid

CIN: U45309HR2018PTC073651

Name : GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

Address : DSS-378
SECTOR 16-17
HISAR, Haryana
India - 125001

Full Particulars of Remittance

Service Type: eFiling

Service Description	Type of Fee	Amount(Rs.)
Fee For Form MGT-14	Normal	600.00
	Total	600.00

Mode of Payment: Internet Banking - State Bank of India

Received Payment Rupees: Six Hundred Only

Note –The Registrar may examine this eForm any time after the same is processed by the system under Straight Through Process (STP). In case any defects or incompleteness in any respect is noticed by the Registrar , then this eForm shall be treated and labeled as defective and the eForm shall have to be filed afresh with the fee and additional fee, as applicable. (Please refer Rule 10 of the Companies (Registration offices offices and Fees) Rules, 2014)

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MEMORANDUM OF ASSOCIATION
(TABLE A OF SCHEDULE I OF COMPANIES ACT 2013 & SECTION 4)

MEMORANDUM OF ASSOCIATION
OF
GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED
LIMITED BY SHARES

1. The name of the company is GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED.

2. The Registered office of the company will be situated in the State of Haryana.

3. **(A)**The objects to be pursued by the company on its incorporation are:-

1. To carry on business of Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala -Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode.

(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE III(A) ARE:

1. To buy, sell, manufacture, repair, alter and exchange, let or hire, export, import, and deal in all kinds of articles and things which may be required for the purpose of any of the main business in this Memorandum contained or which may seem capable of being profitably dealt with in connection with any of the said business covered in the main object.

2. To advance, deposit, securities and property (not amounting to be business of banking as defined under the Banking Regulations Act, 1949) to or with such persons, firms or bodies corporate as the company may think fit and in particular to customers and others having dealing with the company and on such terms as may deem expedient .

3. To guarantee the payment of money secured by or payable under or in respect of business of the Company.

4. To purchase or otherwise acquire and sell, exchange, surrender, lease, mortgage, charge, convert, hold, turn to account, dispose off and deal in real and personal property, and rights of all kinds and in particular, mines, quarries, land, building, hereditaments, business concerns and undertakings debenture-stocks mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licenses, stocks, shares, securities, bonds, policies, book debts, and claims, privileges and choose in action of all kinds, including any interest in real or personal property and any claims, against such property or against any

persons or company and to carry on any business, concern or undertaking so acquired in connection with the business of the company.

5. To receive money, securities, valuables of all kinds on deposit or safe custody (not amounting to the business of banking as defined under the Banking Regulation Act. 1949) and to borrow or raise money in such manner as Company shall think fit and in particular by issue of debentures or debenture-stocks (perpetual or otherwise) and to secure the repayment of any money so borrowed, raised or owing by mortgage, charge or lien upon all or any of the Company's property (both present and future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other company or body corporate of and any obligation undertaken by the Company or any other person or Company, as the case may be. Subject to the provision of the Companies Act 2013 and the Rules framed there under and directions issued by Reserve Bank of India from time to time as may be applicable.

6. To draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments and to open an account or accounts with any scheduled bank or banks and to pay into and to withdraw money from such account or accounts.

7. To invest and deal with the money of the Company not immediately required in such manner as the Company may deem fit to the attainment of the main objects of the company.

8. To communicate with chambers of commerce and other mercantile and public bodies throughout the world and concern and promote measure for the protection of the trade, industry and person engaged therein.

9. To subscribe to, become a member of, subsidies and co-operate with any other association, whether incorporated or not, whose objects are altogether or in part similar to those of the Company and to procure from and communicate to and such association, such information's may be likely to further the objects of the Company.

10. To build, construct, alter, enlarge, remove, pull down, replace, maintain, improve, develop, control and manage any buildings, offices, factories, mills, shops, other works and conveniences which the company may think directly or indirectly conducive to its objects and connected with the main line of business which the company will carry on or advance the interest of the company and to contribute or otherwise assist or take part in the construction, maintenance, development, working control and management thereof and to join with any other person or company doing any of these things.

11. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with all or any part of the property and rights of the company.

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12. To vest any real or personal property rights or interest acquired by or belonging to company in any person or company on behalf of or for the benefit of the company and with or without any declared trust in favour of the company.

13. To purchase, take on lease, exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business.

14. To apply for purchase or otherwise acquire, protect and renew in any part of the world, patents , licenses, concession, patent rights, trade marks, designs and the like, conferring any exclusive or non¬ exclusive or limited right to their use, any secret or other information regarding any invention or research which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use develop or grant license in respect there of otherwise turn to account the right of intonation so acquired and to expend money in experimenting upon, testing or improving any such patents, rights or inventions.

15. To acquire and undertake the whole or any part of the business, property or liabilities of any person, firm or body corporate, carrying on or proposing to carry on any business which the company is authorized to carry on or having property suitable for the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

16. To enter into any arrangements with any Government or any Authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's object and to apply for, promote and obtain any Act of Parliament, privilege, concession, license or authorization of the Government or any other authority local or otherwise for enabling the company •to carry on any of its objects into effect or for extending any of the powers of the Company and to carry out, exercise and comply with any such Act, privilege, concession, license or authorization.

17. To pay for any rights or property acquired by the Company and to remunerate any person, company or public bodies whether by cash payment or by allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.

18. To lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose off the whole or any part of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any share of 'interest therein respectively in such manner and for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other body corporate having objects altogether or in part similar to those of the company.

19. To establish and equip laboratories and carry on analytical experimental and other work or undertaking and search in relation to the objects of the Company.

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20. To pay any premium or salaries and to pay for any property, rights or privileges acquired by the Company or for services rendered or to be rendered in connection with the promotion, formation of or for the business, of the company or for services rendered or to be rendered by any person, firm or body corporate in placing or assisting to place or guaranteeing the placing of any of the shares of the Company or any debentures, debentures-stocks or other securities of the Company or otherwise either wholly or partly in cash or in shares, bonds, debentures or other securities of the Company and to issue any such shares either as fully-paid up or with such amount credited as paid up thereon as may be agreed upon and to charge any such bonds, debentures or other securities upon all or any part of the property of the Company.

21. To pay out of the funds of the Company all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company and to take into consideration and to approve and confirm all acts, deeds and things that may be done or entered into with any person, firm or body corporate by the promoters of the company and further to enter into any agreement, arrangement or contract with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company.

22. To adopt such means of making known the product, business and interest of the Company as it may deem expedient and in particular by advertising in the press, radio, television and cinema, by circulars, by purchase construction and exhibitions of work of art or general interest, by publication of books and by granting prizes, rewards and donations subjects to the provisions of law.

23. To aid peculiarly or otherwise any association, body or movement having for its objects any solution, settlement or surmounting of industrial labour problems or the promotion of industry or trade.

24. To subscribe in or donate to or guarantee money for national philanthropic, benevolent, public, general or useful object, fund or organization, association or institution or for any exhibition or for any purpose which may be likely directly or indirectly to further the object of the Company or the interest of its members subject to the provisions of the Companies Act, 2013

25. To establish and maintain or procure the establishment and maintenance of any provident fund or any contributory or non-contributory pension or superannuation fund and to give or procure the giving of donations, gratuities, pension, allowance, emoluments, bonus, profit , sharing bonus, benefits or any other payment to any person who are or were at any time in the employment or service of the Company or its predecessors in business or of any company which is a subsidiary of the company or is allied to or associated with the company or any such subsidiary or who are or were at any time Directors or officers of the Company or any of such other company as aforesaid and the wives, widows, families, dependents or connections of any such person and to provide for the welfare of all or any of the aforesaid person from time to time by subscribing, subsidizing or contributing to any institutions, associations, funds, clubs, trusts profits sharing or other schemes and by building or contributing to the building of

Gawar Mining Kar Bap Highway Pvt. Ltd. HISAR

dwelling houses or quarters and by providing, subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and to make payment to or towards the insurance of any such person as aforesaid and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

26. On winding up of the company, to distribute all or any of the property of the company amongst the members in specific or in kind or proceeds of sale or disposal of any property of the company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law and subject to Companies Act. 2013

27. To invest and deal with the moneys of the company not immediately required, upon securities or shares in such manner as may from time to time be determined, by the Board of Directors, provided the company will not carry on any banking business. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, stocks, contracts, mortgages or charges, obligations for and on behalf of any other company, firms, subsidiary company etc.

28. To design, plan, develop, invest, construct, implement, operate, maintain and manage the project highway during its entire contract period in order to achieve the main object(s) of the company.

29. To promote, establish, construct, equip, operate and maintain all types of systems and methods in order to facilities traffic and for securing the safety of the users of the projects.

30. To conceive, plan, survey, design, study and evaluate all steps, process, techniques and methods for setting up of all types of Infrastructure Projects, facilities or works, build, construct, install, erect, undertake, lay down, commission, establish, own operate, manage, control, and administer, lease, transfer, all Infrastructure Projects, facilities or work including, Roads, Bridge, Fly-overs, Express way, Highways, Roadways, structure and facilities, Rail-Road and to render all services in connection thereto as planners, Designers, Consultants, Constructors, Builders, Developers, Engineers, Storage Services, Erectors, Installers, Commissioning Agents, Management Consultants in respect of the projects.

31. In respects of the Projects, to enter into any contract, Agreements, Memorandum of understanding, Joint Ventures, Arrangements or such other mode of Contracts with Government of India, State Government, Foreign Governments, Municipal/Local Authorities, Bodies Corporate, Persons or such other Authorities whether in India or elsewhere as the Company may deem fit for the purpose of carrying out the objects of the company.

4.The liability of the members is limited and this liability is limited to the amount unpaid,if any,on the shares held by them.

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5.The Share Capital of the company is Rs. 10000000/- (Rupees One Crore only) divided into 1000000(Ten lacs) Equity Shares of Rs. 10/- (Rupees Ten) each.

Gawar Panwala Bap Highway Pvt. Ltd. HISAR

6.We the several persons, whose names and addresses are mentioned below, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

Name, Addresses, Description and occupations Of Subscribers	No. of Equity Shares taken by Each subscriber	Signature of Subscribers	Name and address, Description, Occupation & Signature of the witness
1.M/s. Gawar Construction Limited having office at DSS 378, Sector 16-17,Hisar Haryana 125001 (Through its authorised signatory Mr.Rakesh Kumar R/o.H No.1908,Saket Colony, Azad Nagar,Hisar Haryana-125001 Occupation-Business	99800 (Ninty Nine thousand Eight Hundred only)	Sd	I witness to subscribers who subscribed and signed in my presence dt 17-04-2018 at Hisar. Further I have verified their details for their identification and satisfied myself of their identification particulars as filled in:-
2.Ravinder Kumar S/o Sh Chhabil Das R/o.H No.4,Saket Colony Azad nagar,Hisar Haryana 125001 Occupation Business	100 (One hundred only)	Sd	Sd Rajesh Garg S/o Sh Daya Kishan Garg H No.1226,Urban Estate-2, Hisar Haryana 125005 Occupation Practising company secretary FCS No.5960
3.Rajender Singh S/o Sh Chhabil Das R/o.4/1909,W No.1, Saket Colony Azad nagar,Hisar Haryana 125001 Occupation Business	100 (One hundred only)	Sd	
Total	100000		
Date:17-04-2018 Place:Hisar			

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Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED is incorporated on this Eighteenth day of April Two thousand eighteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45309HR2018PTC073651.

The Permanent Account Number (PAN) of the company is **AAHCG2814L**

The Tax Deduction and Collection Account Number (TAN) of the company is **RTKG13502G**

Given under my hand at Manesar this Eighteenth day of April Two thousand eighteen .

DS MINISTRY OF CORPORATE AFFAIRS 27

Digital Signature Certificate
ALOK TANDON
Deputy Registrar Of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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Mailing Address as per record available in Registrar of Companies office:

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED
OSS-378, SECTOR 16-17, HISAR, Hissar, Haryana, India, 125001

as issued by the Income Tax Department

For Gawar Khajuwala Bap Highway Pvt. Ltd.
Director

Gawar Khajuwala Bap Highway Pvt. Ltd.
HISAR

AJIT SINGH
Advocate
Enrolment No. D/461/2011

Office : Chamber No. 70

Distt. Court Complex,
Jhajjar – 124103, Haryana
Mob. No. +91-95824-32000

Legal Opinion

Date: 24.04.2018

To
Shri B.N. Sahay
General Manager (Tech)
National Highway Authority of India
G-5&6, Sector 10, Dwarka, New Delhi-110 075

Re: To undertake Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala-Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu - ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode.

Dear Sir,

This is regarding the legal status of the Company namely **"GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED"** for entering into concession agreement with the competent authority to undertake the above referred project.

On the basis of documents furnished and information provided to us, it is hereby confirmed that the newly incorporated Company **"GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED"** (Corporate Identity No. **U45309HR2018PTC073651**) is a legally constituted Company under the provisions of the Companies Act, 2013 with the main object being to undertake and execute the above referred project and has been conferred upon the power by its Memorandum of Association (MoA) & Article of Association (AoA) for the Purpose.

The main object of the Company as contained in the MoA is reproduced hereunder:

"To undertake Upgradation to 2 lane with paved shoulder/ 4 lane of Khajuwala- Poogal section (Design Chainage 0+000 to 30+812) and poogal - dantour - jaggasar - gokul - goddu -

AJIT SINGH
Advocate
Enrolment No.: D/461/2011

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HISAR

ranjeetpura - charanwala - naukh - bap section of NH-911 (Design Chaiage 1+430 to 182+725) (Total Length 212.107 km) under Bharatmala Pariyojna in the State of Rajasthan on Hybrid Annuity mode."

As such, "**GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**" can enter into concession agreement with the competent authority for execution of the above referred project and upon such execution all the stipulations and provisions of the concession agreement shall be binding upon the Company and legally enforceable in the Court of Law.

Thanking you,

Yours faithfully

AJIT SINGH
Advocate
Enrolment No.: D/461/2011

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Gawar Khajuwala Bap Highway Pvt. Ltd.
HISAR

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED

DSS-378, Sector 16-17, Hisar, Haryana-125 005

Ph.: (01662) 246117, 250361, Fax: (01662) 248885

CIN: U45309HR2018PTC073651

RESOLVED FURTHER THAT any one of the Directors of the Company be and are hereby severally authorized to issue certificate copy of resolution.

For **GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED**

For Gawar Khajuwala Bap Highway Pvt. Ltd.

Director

Rakesh Kumar
Director
DIN-02082036
4, Saket Colony, Azad Nagar, Hisar.

CTC

For Gawar Khajuwala Bap Highway Pvt. Ltd.

Director

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

Integrity pact

Upgradation to 2 lane with paved shoulder/4 lane of Khajuwala - Poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan BOT (Hybrid Annuity) Mode (the "**Project**") through an public private partnership.

(Rajasthan Division)

Tender No. NHAI/11012/Raj/Poogal-Bap/BM

This Integrity Pact is made at _____ on this _____ day of May 2018

Between

National Highways Authority of India (NHAI), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways, having its office at G-5 & 6, Sector-10, Dwarka, New Delhi, hereinafter referred to as "The Principal", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

and

M/s GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED hereinafter referred to as "The Bidder/ Contractor/ Concessionaire/ Consultant" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for "Upgradationto 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode" 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 for Contractor(s)/Concessionaire(s)/Consultant(s).

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And whereas in order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity 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 stipulated in this pact, the parties hereby agree as follows and this pact witnesseth 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 principle:-

(a) No employee of the Principal, personally or through family members, will in connection with the lender for, or the execution of a contract, demand take a promise for or accept for self or third person any material or 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

Khajuwala Highway Pvt. Ltd. HISAR

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 contracts, submission or non-submission 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.

(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 from 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/Contractor/Concessionaire/Consultant 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/Contractor/Concessionaire/Consultant 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 or the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

(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/ Contractor/Concessionaire/Consultant will 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/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant.

(6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant 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 Article3, 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 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 contact/Concession agreement against Termination.

Article 5 Previous Transgression

(1) The Bidder declares that no previous transgression 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 lender 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 transgression 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/Concessionaire/Consultant and Subcontractors.

(3) The Principal will disqualify from the lender process all Bidders who do not sign this Pact violate previsions.

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 appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively

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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 Chairman, NHAI.

(3) The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to the Project. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Concessionaire/ Consultant/ subcontractors 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 Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take 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 Chairman, NHAI within 8-10 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 Chairman, NHAI, a substantiated suspicion of under relevant IPC/PC Act or any other Statutory Acts, and the Chairman, NHAI has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Article 9 Pact Duration

This Pact begins when both parties have signed (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 BOT projects) It expires for the concessionaire 24

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

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 this time, the same shall be biding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by Chairman of NHAI.

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 a partnership or a Consortium, 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 reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.

(5) Any dispute/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) He actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions to the extant law in force relating to any civil or criminal proceedings.

In witness whereof he parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses:-

Mr. B. N. Sahay General Manager (Tech) For & On behalf of the National Highways Authority of india	Mr. Rakesh Kumar Managing Director For & On behalf of M/s GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED
(Office Seal)	

Place _____

Date _____

Witness 1:

(Name & Address) _____

_____

_____

Witness 2:

(Name & Address) _____

_____

Witness 1:

(Name & Address) _____

_____

_____

Witness 2:

(Name & Address) _____

_____

Public Private Partnership
In
Highway Development

CONCESSION AGREEMENT
for
Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna in the state of Rajasthan on Hybrid Annuity Mode

between

NATIONAL HIGHWAYS AUTHORITY OF INDIA
G-5&6, Sector-10, Dwarka, New Delhi-110075

And

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED
DSS 378, sector 16-17, Hisar, Haryana, India, 125001

VOLUME – I

(CONCESSION AGREEMENT & SCHEDULES)

28th September, 2018

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Purchased by	:	GAWAR KHAJUWALA BAP HIGHWAY PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	GAWAR KHAJUWALA BAP HIGHWAY PVT LTD
Second Party	:	NHAI
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Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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CONCESSION AGREEMENT

THIS AGREEMENT is entered into on this the 28th day of September 2018

BETWEEN

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) of One Part;

AND

M/s Gawar Khajuwala Bap Highway Private Limited, a company incorporated under the provisions of the Companies Act, 2013 with CIN No. U45309HR2018PTC073651 and having its registered office at "DSS-378, Sector 16-17, Hisar, Haryana-125001 (India) (hereinafter referred to as the "Concessionaire" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

Khajuwala Bap Highway Pvt. Ltd. HISAR

01

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Purchased by	:	GAWAR KHAJUWALA BAP HIGHWAY PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	GAWAR KHAJUWALA BAP HIGHWAY PVT LTD
Second Party	:	NHAI
Stamp Duty Paid By	:	GAWAR KHAJUWALA BAP HIGHWAY PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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रियायत करार

यह अनुबंध 28th सितम्बर 2018 को निम्नलिखित के बीच किया गया।

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण अधिनियम, 1988 के अधीन स्थापित **भारतीय राष्ट्रीय राजमार्ग प्राधिकरण** जिसका प्रतिनिधित्व इसके अध्यक्ष करते हैं और जिसका प्रधान कार्यालय जी–5 और 6, सेक्टर –10, द्वारका, नई दिल्ली–110075 में है (जिसे इसमें इसके पश्चात् **"प्राधिकरण"** संदर्भित किया गया है और जिसकी अभिव्यक्ति में जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो इसके प्रशासक, उत्तराधिकारी और समनुदेशिती शामिल होंगे), एक पक्ष;

और

मैसर्स गावर खाजूवाला बाप हाईवे प्राइवेट लिमिटेड जो कंपनी अधिनियम, 1956 एवं 2013 के प्रावधानों के अधीन निगमित एक कंपनी है जिसका सीआईएन नं. यू45309एचआर2018पीटीसी073651 और जिसका पंजीकृत कार्यालय डीएसएस-378, सैक्टर 16-17, हिसार, हरियाणा – 125001 (भारत) में है (जिसे इसमें इसके प्रश्चात् **"रियायतग्राही"** संदर्भित किया गया है जिसमें जब तक इसके संदर्भ अथवा अर्थ से असंगत न हो इसके उत्तराधिकारी और अनुमत समनुदेशिती दोनों और उनके एवजी शामिल होंगे), दूसरा पक्ष;

02

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WHEREAS:

(A) The Government of India had entrusted to the Authority the development, maintenance and management of National Highway No. 911 including the section from Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (approx. 212.107 km). The Authority had resolved to augment the existing road from Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (approximately 212.107 km) National Highway No. 911 (hereinafter called the **"NH 911"**) in the State of Rajasthan by Two lane with paved shoulder/four-Laning thereof (the **"Project"**) on design, build, operate and transfer (the **"DBOT Annuity" or "Hybrid Annuity"**) basis, which shall be partly financed by the Concessionaire who shall recover its investment and costs through payments to be made by the Authority, in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.

(B) The Authority had adopted a single stage two envelope bidding process and accordingly invited proposals by its Request for Proposals dated 19.01.2018 (the **"Request for Proposals" or "RFP")** for qualification and short listing of bidders for construction, operation and maintenance of the above referred Project on Hybrid Annuity basis.

(C) The Authority had prescribed the technical and commercial terms and conditions in the RFP, and invited bids comprising technical and financial bids from the bidders for undertaking the Project.

(D) After evaluation of the bids received, the Authority had technically qualified certain bidders including, *interalia*, the selected bidder i.e. M/s Gawar Construction Ltd. and accepted the financial bid of the selected bidder and issued its Letter of Award No. NHAI/11012/Raj/Pogal-Bap/BM/1059dated27.03.2018 (hereinafter called the **"LOA"**) to the selected bidder requiring, inter alia, the execution of this Concession Agreement within 45 (forty five) days of the date of issue thereof.

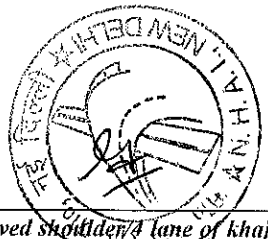
(E) The selected bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for undertaking the Project.

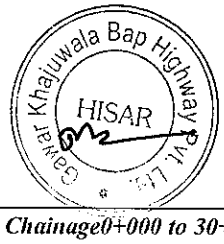
(F) By its letter dated 03.05.2018 the Concessionaire has also joined in the said request of the selected bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the selected bidder for the purposes hereof and has delivered to the Authority a legal

opinion with respect to the authority of the Concessionaire to enter into this Concession Agreement and the enforceability of the provisions thereof.

(G) The Authority has agreed to the said request of the selected bidder and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project on Hybrid Annuity basis, subject to and on the terms and conditions set forth hereinafter.

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





ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 42) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

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

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

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

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

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

(f) references to **"construction"** or **"building"** include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and **"construct"** or **"build"** shall be construed accordingly;

(g) references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and **"develop"** shall be construed accordingly;

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

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

(j) Reference to a **"business day"** shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;

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

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

(m) any reference to any period commencing **"from"** a specified day or date and **"till"** or **"until"** a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

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

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

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

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

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

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

(t) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in

writing under the hand of a duly authorized representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;

(u) the Schedules and Recitals to this Agreement and the Request for Proposals (**"RFP"**) forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(v) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

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

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

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

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

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

1.3 **Measurements and arithmetic conventions**

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

1.4 Priority of agreements, clauses and schedules

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

(a) this Agreement; and

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

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

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

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

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

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

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

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

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

Gewar Khajuwala Bap Highway Pvt. Ltd. HISAR

Part II

The Concession

Gowardhan Khajuwala Bap Highway Pvt. Ltd. HISAR

ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

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

(a) construction of the Project on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;

(b) operation and maintenance of the Project in accordance with the provisions of this Agreement; and

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

ARTICLE 3

GRANT OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and authority to construct, operate and maintain the Project (the "**Concession**") during the Construction Period of 730 (seven hundred and thirty) days and Operation Period of 15 (Fifteen) years commencing from COD, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

(a) Right of Way, access and license to the Site for the purpose of and to the extent conferred by the provisions of this Agreement;
(b) finance and construct the Project;
(c) manage, operate and maintain the Project;
(d) perform and fulfill all of the Concessionaire's obligations under and in accordance with this Agreement;
(e) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement; and
(f) neither assign, transfer or sublet or create any lien or encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 5, 6, 7, 8, 9, 10, 22, 28,38 and 41, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "**Conditions Precedent**").

4.1.2 The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 30 (thirty) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 120 (one hundred and twenty) days thereafter. The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:

(a) procured for the Concessionaire the Right of Way to the Site in accordance with the provisions of Clauses 10.3.1 and 10.3.2;

(b) procured all Applicable Permits relating to environmental protection, and conservation in respect land forming part of the Right of Way under Clause 10.3.1 and 10.3.2;

(c) procured forest clearance for and in respect land forming part of the Right of Way under Clause 10.3.1 and 10.3.2, save and except permission for cutting trees; and

(d) procured approval of the General Arrangement Drawings for the road over bridges/under bridges at level crossings on the Project.

Provided that the Authority shall be entitled to an additional period, not exceeding 90(ninety) days beyond the period of 150 days without being liable for payment of any damages, for fulfillment of the Conditions Precedent set forth in this Clause.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire within a period of 150(one hundred and fifty) days from the date of this Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) provided Performance Security to the Authority alongwith the Additional Performance Security, if required in terms of Clause 9.1 and Clause 9.7 of this Agreement. For the avoidance of doubt it is clarified and agreed that the Concessionaire is required to provide the Performance Security and the Additional Performance Security, if required, within 30 days of signing of this Agreement;

(b) executed and procured execution of the Escrow Agreement;

(c) executed and procured execution of the Substitution Agreement;

(d) procured all the Applicable Permits specified in Part-I of Schedule-E unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect;

(e) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;

(f) delivered to the Authority 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders; and

(g) delivered to the Authority from the selected bidder confirmation of the correctness of the representations and warranties set forth in Sub-clauses (k), (l) and (m) of Clause 7.1 of this Agreement.

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible. Subject only to payment of Damages, it is agreed between the Parties that the obligation to fulfill each parties' Conditions Precedent is an independent obligation of the respective Party.

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

4.2 Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to the maximum limit equal to the amount of the Bid Security and upon reaching such limit, the Concessionaire may, in its sole discretion terminate the Agreement. The Damages payable hereunder shall be the sole remedy available to the Concessionaire for delay by the Authority.

Provided further that in the event of delay by the Concessionaire in procuring fulfillment of the Conditions Precedent specified in Clause 4.1.3, no Damages shall be due or payable by the Authority under this Clause 4.2 until the date on which the Concessionaire shall have procured fulfillment of the Conditions Precedent specified in Clause 4.1.3.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfill the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent. Provided, however, that the Damages payable hereunder shall be subject to the maximum limit equal to the amount of the Bid Security and upon reaching such limit, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided further that in the event of delay by the Authority in procuring fulfillment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Concessionaire under this Clause 4.3 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Clause 4.1.2.

4.4 Commencement of Concession Period

The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1 are satisfied shall be the Appointed Date which shall be the date of commencement of the Concession Period. For the avoidance of doubt, the Parties agree that the Concessionaire may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Authority, and shall thereupon be entitled to commence construction on the Project.

4.5 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the non-occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security and the Additional Performance Security, if any, of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.

ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

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

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

5.1.3 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the Concessionaire shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice at all times.

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

(a) make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits, other than those set forth in Clause 4.1.2, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, know-how and systems used or incorporated into the Project;

(c) perform and fulfill its obligations under the Financing Agreements;

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

(e) upon written request from the Authority, make reasonable efforts to facilitate the acquisition of land and procuring of environmental and forest clearances required for the purposes of the Agreement;

(f) ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

(g) always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise,

which may in any manner be violative of any of the provisions of this Agreement;

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

(i) transfer the Project to the Authority upon Termination of this Agreement, in accordance with the provisions of this Agreement.

5.2 Obligations relating to Project Agreements

5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or agreement shall excuse the Concessionaire from its obligations or liability hereunder.

5.2.2 The Concessionaire shall submit to the Authority the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Concessionaire within 30 (thirty) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/ or observation of the Authority and/ or its failure to review and/ or convey its observations on any document shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire and shall respond to the request for consent no later than 30 days from the receipt of such request from the Concessionaire.

5.2.4 The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority and / or Lenders Representative to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of

Termination or Suspension (the "Covenant"). Further, it is clarified that in case both the Authority and Lenders' Representative decide to exercise their right to step-in, the Authority shall have the sole right to step into the Project Agreements. For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

5.2.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of the EPC Contractor and an O&M Contractor and execution of the EPC Contract and O&M Contract shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such selection or contract without prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavor to convey its decision thereon expeditiously and no later than 30 days from the date of receipt of the proposal alongwith the draft agreement by the Authority. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

(a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty five per cent) or more of the total Equity of the Concessionaire; or

(b) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him, shall constitute a Change in Ownership requiring prior

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

For the purposes of this Clause 5.3.2:

(i) the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Concessionaire;

(ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and

(iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.4 Obligations relating to employment of foreign nationals

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

5.5 Obligations relating to employment of trained personnel

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

5.6 Facilities for differently abled and elderly persons

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

5.7 Branding of Project

The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at a spot where other public notices are displayed for the Users. It is further agreed that the Project shall be known, promoted, displayed and advertised by the name of Khajuwala-Poogal-Bap Section of NH-911.

5.8 Sole purpose of the Concessionaire

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

ARTICLE 6

OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following

(a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project;

(b) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favorable to the Concessionaire than those generally available to commercial customers receiving substantially equivalent services;

(c) procure that no barriers are erected or placed on or about the Project by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order;

(d) Deleted

(e) Subject to and in accordance with Applicable Laws, grant to the Concessionaire the authority to regulate use of the Project;

(f) Assist the Concessionaire in procuring police assistance for regulation of Users, removal of trespassers and security on or at the Project;

(g) Not do or omit to do any act, deed or thing which may in any manner is violating of any of the provisions of this Agreement;

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

(i) upon written request from the Concessionaire and subject to the provisions of Clause 5.4, provide reasonable assistance to the Concessionaire and any expatriate personnel of the Concessionaire or its Contractors to obtain applicable visas and work permits for discharging their respective obligations under this Agreement and the Project Agreements;

(j) undertake rehabilitation and resettlement of persons affected by construction of the Project and bear all costs and expense in respect thereof, save and except as otherwise provided in this Agreement; and

(k) subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring approvals, other than approval of the General Approval Drawings of the Railway authorities for construction of such road over bridges/under bridges.

6.2 Maintenance obligations prior to Appointed Date

6.2.1 During the Development Period, the Concessionaire shall maintain the existing Project Highway, in such a manner so as to ensure that the road is in pothole free condition and also to ensure that the quality of service and safety are maintained and in the event of any material deterioration or damage other than normal wear and tear, the Concessionaire shall undertake repair thereof. It is deemed that the Concessionaire has made necessary provisions for inclusion of costs related to maintenance during the Development Period in its Bid. Provided that in case Appointed Date is not achieved and the Concession Agreement is terminated prior to achievement of Appointed Date, the Concessionaire shall be reimbursed the cost of maintenance during Development Period by the Authority after due certification by the Authorized Representative of the Authority. For the purpose of such reimbursement, the lump sum per kilometer rate of reimbursement for a period of 1 (one) year would be Rs.2,81,000/- (Rupees two lakh eighty one thousand only) for two lane and shall be paid on a pro-rata basis for the period concerned. For the avoidance of doubt, the Concessionaire would be reimbursed the cost of maintenance only in case of termination prior to Appointed Date and only if it maintains the Project as envisaged in this Clause 6.2.1.

`6.2.2 In case of failure of the Concessionaire to undertake maintenance or repair of the Project, the Authority shall undertake maintenance or repair of the Project Highway at the cost and expense of the Concessionaire and recover the said cost as determined by the Independent Engineer from the Bid Security or the Performance security, as the case may be, submitted by the Concessionaire. For the avoidance of doubt, the Concessionaire shall undertake repairs only for ensuring safe operation of the Project Highway and in the event of excessive deterioration or damage caused due to unforeseen events such as floods or torrential rain the Authority shall undertake special repairs at its own cost and expense.

6.2.3 During the Development Period, the Concessionaire shall protect the Project Highway from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Project Highway or under this Agreement, save and except as otherwise expressly set forth in this Agreement. Further, the Concessionaire shall perform its obligations in a manner that two existing lanes of the Project Highway or an alternative thereof are open to traffic at all times during the Development Period.

6.3 Obligations relating to refinancing

Upon request made by the Concessionaire to this effect, the Authority shall, in conformity with any regulations or guidelines that may be notified by the Government or the Reserve Bank of India, as the case may be, permit and enable the Concessionaire to secure refinancing on such terms as may be agreed upon between the Concessionaire and the entity providing such refinancing; provided, however, that the refinancing hereunder shall always be subject to the prior consent of the Authority, which consent shall not be unreasonably withheld. The Authority shall endeavor to convey its decision on such request of the Concessionaire within 30 days of receipt of the proposal by the Authority.

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ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

(a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) the selected bidder and its Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement -will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;

(f) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or those of Selected bidder or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations

under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and that the selected bidder, together with its Associates, hold not less than 51% (fifty-one percent) of its issued and paid up Equity as on the date of this Agreement; and that each Consortium Member whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Proposals shall hold at least 26% (twenty six per cent) of Equity during the Construction Period and two years thereafter along with its Associates;

Provided further that any such request made under Clause 7.1(k) and / or Article 42, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from Senior Lenders

(l) the selected bidder is duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(m) all its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it Subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

(n) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(o) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

(p) all information provided by the selected bidder in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

(q) All undertakings and obligations of the Concessionaire arising from the Request for Proposals or otherwise shall be binding on the Concessionaire as if they form part of this Agreement.

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement;

(c) It has the financial standing and capacity to perform its obligations under this Agreement;

(d) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

(f) It has complied with Applicable Laws in all material respects;

(g) It has the right, power and authority to manage and operate the Project; and

(h) It shall procure good and valid right to the Site, and has power and authority to grant a license in respect thereto to the Concessionaire.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

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ARTICLE 8

DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposals, Scope of the Project, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the selected bidder and its Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement, or render it voidable.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.1.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

Part III

Development and Operations

ARTICLE 9

PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 The Concessionaire shall, for the performance of its obligations hereunder, provide to the Authority no later than 30(thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 44.75 crore (Rupees forty four crore and seventy five lakh only) in the form set forth in Schedule-F (the **"Performance Security").** Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

9.1.2 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 30(thirty) days from the date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Concessionaire Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 31.

Provided that upon appropriation on account of Concessionaire's Default the Concessionaire shall replenish the Performance Security and upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Concessionaire shall be entitled to an additional Cure Period of 120 (one hundred and twenty) days for remedying the Concessionaire Default, save and except as provided in Clause 4.5 of this Agreement, and in the event of the Concessionaire not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 31.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect for a period of one year from the Appointed Date, but shall be released earlier upon the Concessionaire expending on Project construction an aggregate sum that is not less than 30% (thirty per cent) of the Bid Project Cost; provided, however, that the Performance Security shall not be released and shall be kept alive by the Concessionaire if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified in this Clause 9.3, the Authority shall release the Performance Security forthwith.

9.4 Deleted

9.5 Deleted

9.6 References to Performance Security

References to Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Concessionaire to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire.

9.7 Deleted

9.8 Deleted

ARTICLE 10

RIGHT OF WAY

10.1 The Site

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

10.2 License, Access and Right of Way

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

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

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

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

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

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

10.3 Procurement of the Site

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the **"Appendix"**) specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid license and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid license and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.

10.3.2 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include land which shall in any manner prevent the Concessionaire from undertaking construction of the Project to the extent of at least 80% (eighty per cent) of the length thereof, and in the event Financial Close is delayed on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages solely under the provisions of Clause 4.2. For the avoidance of doubt, the Authority acknowledges and agrees that the Appendix shall not include any land which may prevent the construction of any critical element of the Project without which the Completion Certificate or Provisional Certificate may not be granted. The Authority further acknowledges and agrees that prior to the Appointed Date, it shall have procured issuance of the statutory notification under Applicable Laws for vesting of all land comprising the Project in the Government and has taken possession of at least 80% (eighty per cent) of the length thereof, save and except stray plots of land which the Parties mutually agree to exclude from such vesting prior to the

Appointed Date. The Parties also acknowledge and agree that the conditions specified in this Clause 10.3.2 shall not be modified or waived by either Party.

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

10.3.4 The Authority shall make best efforts to procure and grant, no later than 90 (ninety) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, it shall pay to the Concessionaire Damages in a sum calculated at the rate of Re. 1 (Rupee one) per day for every 10 (ten) square meters or part thereof, commencing from the 91st (ninety first) day of the Appointed Date and until such Right of Way is procured or 180 (one hundred and eighty) days from the Appointed Date whichever is earlier. The Damages payable in terms of this clause shall be the sole remedy available to the Concessionaire and the Authority shall not be liable for any consequential loss or damage to the Concessionaire. In the event, the Authority is unable to provide the remaining Site within 180 (one hundred and eighty days) from the Appointed Date, the remaining Site of the Project Highway shall be removed from the scope of the work under the provision of Change of Scope.

10.3.5 Upon receiving Right of Way in respect of any land included in the Appendix, the Concessionaire shall complete the Construction Works thereon within a reasonable period to be determined by the Independent Engineer in accordance with Good Industry Practice; provided that the issue of Provisional Certificate shall not be affected or delayed on account of vacant access to any part of the Site not being granted to the Concessionaire or any construction on such part of the Site remaining incomplete on the date of Tests on account of the delay or denial of such access thereto. For the avoidance of doubt, it is expressly agreed that Construction Works on all lands for which Right of Way is granted within 146 (one hundred and forty six) days of the Appointed Date shall be completed on or before the Scheduled Completion Date. It is further agreed that the obligation of the Concessionaire to complete the affected Construction Works shall subsist so long as the Authority continues to pay the Damages specified herein, and upon the Authority ceasing to pay such Damages after giving 60 (sixty) days' notice thereof to the Concessionaire, the obligation of the Concessionaire to complete such works on such part of the Site shall cease forthwith. It is also expressly agreed that completion of the respective Construction Works within the time determined by the Independent Engineer hereunder shall be deemed to be Project Milestones for the purposes of levy and recovery of Damages under and in accordance with the provisions of Clause 12.3.2.

10.3.6 The Authority shall procure the additional land required for construction of works specified in Change of Scope Order issued under Article 16, in accordance with the

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provisions of this Agreement, and upon procurement thereof, such land shall form part of the Site. In case of any additional land required for Toll Plazas, Traffic Aid Posts, Medical Aid Posts, under passes and over passes or for construction of works specified in Change of Scope Order issued under Article 16, in accordance with this Agreement and upon procurement, such land shall form part of the Site; provided also that the land to be acquired by the Authority hereunder as a part of the Site shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with in accordance with the provisions thereof. For the avoidance of doubt, it is agreed that the minimum area of land to be acquired for the Toll Plaza and approach roads thereof shall conform to the provisions of Schedule - B and Schedule - C.

10.3.7 The Parties expressly agree that the obligation to provide land for 80% (eighty per cent) of the Site shall mean and imply provision of land that shall enable the Concessionaire to undertake construction on at least 80% (eighty per cent) of the length of the Project.

10.4 Site to be free from Encumbrances

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

10.5 Protection of Site from Encumbrances

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

10.6 Special/temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.

10.7 Access to the Authority and Independent Engineer

The license, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the Independent

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Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.8 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the Authority or the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority. It is also agreed that the Authority shall procure that the instructions hereunder are issued by the concerned Government - Instrumentality within a reasonable period so as to enable the Concessionaire to continue its Construction Works with such modifications as may be deemed necessary.

10.9 Land for wayside amenities

10.9.1 The additional land earmarked for this purpose in Schedule-A shall be utilized by the Concessionaire for provision of wayside amenities which may include public toilets, rest areas, cafeteria, motels, medical facilities and other facilities or amenities for Users of the Project Highway.

10.9.2 The Concessionaire may procure additional land at its own cost and expense for construction and operation of additional facilities and the Authority shall have no obligation or liability in respect thereof. For the avoidance of doubt, the Parties agree that any land acquired by the Concessionaire under this Clauses hall be retained by it after the Transfer Date and the Authority shall have no right or lien on such land at any time during or after the Concession Period. The Parties further agree that the Concessionaire shall seek prior consent of the Authority to connect any Additional Facility to the Project and such consent shall not be unreasonably withheld.

ARTICLE 11

UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing utilities and roads

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

11.2 Shifting of obstructing utilities

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

11.3 New utilities and roads

The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the Site under this Clause 11.3 shall not in any manner relieve the Concessionaire of its obligation to maintain the Project in accordance with this Agreement and any damage caused by such use shall be restored forthwith.

11.4 Felling of trees

The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Highway. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of

doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.

ARTICLE 12

CONSTRUCTION OF THE PROJECT

12.1 Obligations prior to commencement of construction

In addition to its obligations of maintaining the Project Highway during the Development Period, prior to commencement of Construction Works, the Concessionaire shall:

(a) submit to the Authority and the Independent Engineer its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project in accordance with the Project Completion Schedule as set forth in Schedule-G;

(b) Appoint its representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, Applicable Laws and Applicable Permits; and

(d) Make its own arrangements for quarrying and procurement of materials needed for the Project under and in accordance with Applicable Laws and Applicable Permits.

12.2 Drawings

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

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

(b) By submitting the Drawings for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering, including the field construction criteria related thereto, are in conformity with the Scope of the Project, Specifications and Standards, Applicable Laws and Good Industry Practice.

(c) Within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk.

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(d) If the aforesaid observations of the Independent Engineer indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Concessionaire and resubmitted to the Independent Engineer for review. The Independent Engineer shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings.

(e) No review and/or observation of the Independent Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Authority be liable for the same in any manner.

(f) Without prejudice to the foregoing provisions of this Clause 12.2, the Concessionaire shall submit to the Authority for review and comments, its Drawings relating to alignment of the Project, finished road level and general arrangement drawings of major bridges, flyovers and grade separators, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, within 30 (thirty) days of the receipt of such Drawings. The provisions of this Clause 12.2 shall apply mutatis mutandis to the review and comments hereunder.

(g) Within 90 (ninety) days of COD, the Concessionaire shall furnish to the Authority and the Independent Engineer a complete set of as-built Drawings, in 2 (two) hard copies and in its editable digital format or in such other medium or manner as may be acceptable to the Authority, reflecting the Project as actually designed, engineered and constructed, including an as- built survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities.

12.3 Construction of the Project

12.3.1 On or after the Appointed Date, the Concessionaire shall undertake construction of the Project as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The 730th (seven hundred and thirtieth) day from the Appointed Date shall be the scheduled date for completion of the Project (the **"Scheduled Completion Date"**) and the Concessionaire agrees and undertakes that the Project shall be completed on or before the Scheduled Completion Date.

12.3.2 The Concessionaire shall construct the Project in accordance with the Project Completion Schedule set forth in Schedule-G. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Project Milestone in Schedule-G, unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the Scheduled Completion Date are

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extended in accordance with the provisions of this Agreement, the dates set forth in Schedule-G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule-G has been amended as above; provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 12.3.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.3.2 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

12.3.3 In the event that the Project is not completed and COD does not occur within 270 (two hundred and seventy) days from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement.

12.4 Maintenance during Construction Period

12.4.1 During the Construction Period, the Concessionaire shall maintain, at its cost, the existing Project Highway to ensure that the road is in pothole free condition is maintained , and shall undertake the necessary repair and maintenance works for this purpose; provided that the Concessionaire may, at its cost, interrupt and divert the Users and other persons if such interruption and diversion is necessary for the efficient progress of Construction Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Independent Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring safe operation of the Project.

12.4.2 In the event of default by the Concessionaire in discharging the obligations specified in Clause 12.4.1, the Authority may levy and recover Damages equal to 0.2% (zero point two per cent) of the Performance Security for each day of default hereunder.

12.4.3 The Parties expressly agree that pursuant to the provisions of Clause 12.4.1, the Concessionaire shall, about 7 (seven) days prior to the date of this Agreement and with prior notice to the Authority and alongwith the Authority's Representative, undertake video recording of the condition and status of the Project, which recording shall be compiled into a 3 (three)-hour digital video disc or any substitute thereof, and shall provide 3 (three) copies of such recording to the Authority within 2 (two) days of the date of this Agreement. The Authority may, in its discretion, undertake another video recording in the presence of the Concessionaire's representative, within 7 (seven) days of the date of this Agreement, and substitute its video recording for the video recording undertaken by the Concessionaire. The Parties further agree that such video recording shall constitute evidence of the status and condition of the Project as on the date of such recording.

12.5 Deleted

ARTICLE 13

MONITORING OF CONSTRUCTION

13.1 Monthly progress reports

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

13.2 Inspection

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

13.3 Tests

13.3.1 For determining that the Construction Works conform to the Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time, in accordance with Good Industry Practice for quality assurance. The size of sample for such tests shall, to the extent possible, not exceed 10% (ten per cent) of the quantity and/or number of tests required by Good Industry Practice for the construction works undertaken by the Authority through their contractors. The Concessionaire shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of the Independent Engineer and furnish the results thereof to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire. Provided, however, that the Independent Engineer may, instead of carrying out the tests specified hereunder, at its option decide to witness, or participate in, any of the tests to be undertaken by the Concessionaire for its own quality assurance in accordance with Good Industry Practice, and in such an event, the Concessionaire shall cooperate with, and provide the necessary assistance to, the Independent Engineer for discharging its functions hereunder. For the avoidance of doubt, the costs to be incurred on any test which is undertaken for determining the rectification of any defect or deficiency in construction shall be borne solely by the Concessionaire.

13.3.2 In the event that results of any tests conducted under this Clause 13.3 establish any defects or deficiencies in the Construction Works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the Construction Works into compliance with the Specifications and Standards, and the procedure set forth in this Clause 13.3 shall be repeated until such Construction Works conform to the Specifications and Standards. For the avoidance of doubt, it is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition to and independent of the tests that shall be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice. It is also agreed that a copy of the results of such tests shall be sent by the Concessionaire to the Independent Engineer forthwith.

13.4 Delays during construction

Without prejudice to the provisions of Clause 12.3.2, if the Concessionaire does not achieve any of the Project Milestones or the Independent Engineer shall have reasonably determined that the rate of progress of Construction Works is such that the Project is not likely to be completed by the Scheduled Completion Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Independent Engineer in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve COD.

13.5 Suspension of unsafe Construction Works

13.5.1 Upon recommendation of the Independent Engineer to this effect, the Authority may by notice require the Concessionaire to suspend forthwith the whole or any part of the Construction Works if, in the reasonable opinion of the Authority, Such work threatens the safety of the Users and pedestrians. Provided, however, that in case of an emergency, the Authority may suomoto issue the notice referred to hereinabove.

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

13.5.3 Subject to the provisions of Clause 28.7, all reasonable costs incurred for maintaining and protecting the Construction Works or part thereof during the period of suspension (the **"Preservation Costs"**) shall be borne by the Concessionaire; provided that if the

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suspension has occurred as a result of any breach of this Agreement by the Authority, the Preservation Costs shall be borne by the Authority.

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

13.6 Video recording

During the Construction Period, the Concessionaire shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three) hour digital video disc or any substitute thereof, covering the status and progress of Construction Works in that quarter. The first such video recording shall be provided to the Authority within 7 (seven) days of the Appointed Date and thereafter, no later than 15 (fifteen) days after the close of each quarter. Such video recording shall be carried out alongwith the authorized representative of the Authority. Notwithstanding anything to the contrary contained in this document, the Concessionaire shall also develop a Project specific website which shall be accessible to the public and upload the time stamp pictures of the development of Project Highway each week.

ARTICLE 14

COMPLETION CERTIFICATE

14.1 Tests

14.1.1 No later than 30 (thirty) days prior to the likely completion of the Project, the Concessionaire shall notify the Independent Engineer of its intent to subject the Project to Tests. The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire, and notified to the Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Concessionaire and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 10 (ten) days' notice to the Independent Engineer, and in the event the Independent Engineer delays the Tests hereunder, the Authority shall impose exemplary penalties on the Independent Engineer and shall ensure that Tests are completed in time either by the Independent Engineer or any substitute thereof.

14.1.2 All Tests shall be conducted in accordance with Schedule-I at the cost and expense of the Concessionaire. The Independent Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Project with Specifications and Standards and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of the Project or any part thereof does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Independent Engineer shall provide to the Concessionaire and the Authority copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the Independent Engineer may require the Concessionaire to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.

14.2 Completion Certificate

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

14.3 Provisional Certificate

14.3.1 Subject to the provisions of Clause 14.3.2, the Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Schedule-J (the **"Provisional Certificate"**) if the Tests are successful and the Project can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items

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signed jointly by the Independent Engineer and the Concessionaire (the **"Punch List"**); provided that the Independent Engineer shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority; provided further that the Punch List shall also include the cost of completion for each of the outstanding items.

14.3.2 The Parties hereto expressly agree that a Provisional Certificate under this Clause 14.3 may, upon request of the Concessionaire to this effect, be issued for operating part of the Project, if the Concessionaire has completed construction of 100% (Hundred per cent) of the Site made available to the Concessionaire up to 146 days from the Appointed Date. Upon issue of such Provisional Certificate, the provisions of Article 15 shall apply to such completed part, and the rights and obligations of the Concessionaire for and in respect of such completed part of the Project shall be construed accordingly.

14.4 Completion of Punch List items

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

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

14.5 Withholding of Provisional or Completion Certificate

14.5.1 If the Independent Engineer determines that the Project or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the Independent Engineer and after conducting its own inspection, if the Authority is of the opinion that the Project is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the Project and direct the Independent Engineer to withhold issuance

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of the Provisional Certificate or Completion Certificate, as the case may be. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordance with this Article 14. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

14.5.2 Notwithstanding anything to the contrary contained in Clause 14.5.1, the Authority may, at any time after receiving a report from the Independent Engineer under that Clause, direct the Independent Engineer to issue a Provisional Certificate under Clause 14.3, and such direction shall be complied forthwith.

14.6 Rescheduling of Tests

If the Independent Engineer certifies to the Authority and the Concessionaire that it is unable to issue the Completion Certificate or Provisional Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Concessionaire shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

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ARTICLE 15

ENTRY INTO COMMERCIAL SERVICE

15.1 Commercial Operation Date (COD)

15.1.1 The Project shall be deemed to be complete when the Completion Certificate or the Provisional Certificate, as the case may be, is issued under the provisions of Article 14, and accordingly the commercial operation date of the Project shall be the date on which such Completion Certificate or the Provisional Certificate is issued (the **"COD"**). The Project shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to demand and collect Annuity Payments in accordance with the provisions of this Agreement.

15.2 Damages for delay

Subject to the provisions of Clause 12.3, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until COD is achieved. Upon failure of the Concessionaire to pay the said Damages, the same shall be paid alongwith interest of Bank Rate plus 3% and shall be deducted from the 1st (first) Annuity Payment. In case the Damages and the interest thereof are more than the 1st Annuity payment then the balance Damages alongwith interest thereof shall be recovered from any further amount due and payable to the Concessionaire excluding O&M Payments but including interest to be paid on reducing balance of the Completion Cost remaining to be paid along with the 1st Annuity or from further Annuity payments.

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ARTICLE 16

CHANGE OF SCOPE

16.1 Change of Scope

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

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

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

16.2 Procedure for Change of Scope

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

16.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Engineer as reasonable.

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

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

16.3 Payment for Change of Scope

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

16.4 Restrictions on certain works

16.4.1 Notwithstanding anything to the contrary contained in this Article 16, but subject to the provisions of Clause 16.4.2, the Authority shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay completion of the Project by the Scheduled Completion Date; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such Change of Scope Order shall not be reckoned for purposes of determining completion of the Project and issuing the Provisional Certificate.

16.4.2 Notwithstanding anything to the contrary contained in this Article 16, the Concessionaire shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed 10% (ten per cent) of the Bid Project Cost in any continuous period of 3 (three) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed 25% (twenty five per cent) of the Bid Project Cost at any time during the Concession Period.

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16.5 Power of the Authority to undertake works

16.5.1 Notwithstanding anything to the contrary contained in Clauses 16.1.1 and 16.3, the Authority may, after giving notice to the Concessionaire and considering its reply thereto, award any works or services, contemplated under Clause 16.1.1, to any person on the basis of open competitive bidding; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Authority, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten per cent) thereof. It is also agreed that the Concessionaire shall provide access, assistance and cooperation to the person who undertakes the works or services hereunder[1].

16.5.2 The works undertaken in accordance with this Clause 16.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimizes disruption in operation of the Project. The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply mutatis mutandis to the works carried out under this Clause 16.5.

16.6 Reduction in Scope of the Project

16.6.1 If the Concessionaire shall have failed to complete any Construction Works on account of Force Majeure or for reasons attributable to the Authority or under the provision of Clause 10.3.4 of this Agreement, the Authority shall follow the following process for calculation of total cost of reduced Scope

I. On direction by the Authority, the Independent Engineer to assess the civil cost of the reduced Scope, as per the schedule of rates applicable on the Bid Due Date.

II. The civil cost of the reduced Scope shall be multiplied by the 1.06 to arrive at the estimated cost of reduced Scope.

III. The estimated cost of reduced Scope shall then be multiplied by the ratio of Bid Project Cost to Estimated Project Cost to arrive at the Total Cost of Reduced Scope.

On or before a Payment Milestone immediately succeeding the date of finalization of such Reduction in Scope, the Bid Project Cost shall be reduced by the Total Cost of Reduced Scope and all payments made or to be made to the Concessionaire shall be suitably adjusted and recoveries, if any, shall be made from the payment to be released on that Payment Milestone immediately succeeding the date of finalization of Reduction in Scope.

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

For the avoidance of doubt, it is agreed that upon the Reduction of Scope and revision of Bid Project Cost, all references to Bid Project Cost would mean the revised Bid Project Cost and all the payments would be calculated as per the revised Bid Project Cost.

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

16.7 Effect of Change in Scope on the O&M Costs

Pursuant to the provisions if this Article 16, if the Change in Scope leads to a reduction or increase in the length of the Project Highway, the O&M Payments as provided in Clause 23.7 shall be reduced or increased in proportion to the reduction or increase in the length of the Project Highway.

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ARTICLE 17

OPERATION AND MAINTENANCE

17.1 O&M obligations of the Concessionaire

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

(a) Procuring and ensuring safe, smooth and uninterrupted use of the Project, including prevention of loss or damage thereto, during normal operating conditions;

(b) Minimizing disruption in the event of accidents or other incidents affecting the safety and use of the Project by providing a rapid and effective response and maintaining liaison with emergency services of the State;

(c) Carrying out periodic preventive maintenance of the Project;

(d) undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drains, embankments, structures, markings, lighting, signage and other control devices;

(e) Undertaking major maintenance such as resurfacing, repairs to structures, and repairs and refurbishment of system and equipment;

(f) Preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project;

(g) Preventing, with the assistance of the concerned law enforcement agencies, any encroachments on, or unauthorized entry to the Project;

(h) Protection of the environment and provision of equipment and materials thereof;

(i) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project and for providing safe, smooth and uninterrupted use of the Project;

(j) **Deleted**

(k) Maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and

(l) Complying with Safety Requirements in accordance with Article 18.

17.1.2 The Concessionaire shall remove promptly from the Project all surplus construction machinery and materials, waste materials (including hazardous materials and waste

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water), rubbish and other debris (including, without limitation, accident debris) and keep the Project in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice. For the avoidance of doubt, it is agreed that the debris and material excavated shall be carried to and deposited at the location identified by the Authority and/or Independent Engineer.

17.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice, all stretches of approach roads.

17.2 Maintenance Requirements

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

17.3 Maintenance Manual

17.3.1 No later than 90 (ninety) days prior to the Scheduled Completion Date, the Concessionaire shall, in consultation with the Independent Engineer, evolve a repair and maintenance manual (the **"Maintenance Manual"**) for the regular and preventive maintenance of the Project in conformity with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Authority and 2 (two) copies to the Independent Engineer. The Maintenance Manual shall be revised and updated once every 3 (three) years and the provisions of this Clause shall apply, mutatis mutandis, to such revision.

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

17.4 Maintenance Program

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

(a) preventive maintenance schedule;

(b) arrangements and procedures for carrying out urgent repairs;

(c) Criteria to be adopted for deciding maintenance needs;

(d) Intervals and procedures for carrying out inspection of all elements of the Project;

(e) Intervals at which the Concessionaire shall carry out periodic maintenance;

(f) Arrangements and procedures for carrying out safety related measures; and

(g) Intervals for major maintenance works and the scope thereof.

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

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

17.5 Safety, breakdowns and accidents

17.5.1 The Concessionaire shall ensure safe conditions for the Users, and in the event of unsafe conditions, closures, diversions, breakdowns and accidents, it shall follow the relevant operating procedures including the setting up of temporary Lights and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

17.5.2 The Concessionaire's responsibility for rescue operations on the Project shall be limited to an initial response to any particular incident until such time as the competent authority takes charge and shall include prompt removal of vehicles or debris or any other obstruction, which may endanger or interrupt the use of the Project. For this purpose, it shall maintain and operate a round-the-clock rescue post with equipment in accordance with Good Industry Practice.

17.6 De-commissioning due to Emergency

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

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

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

17.7 Project closure

17.7.1 Save and except as provided in Clause 17.6, the Concessionaire shall not close any part of the Project for undertaking maintenance or repair works not forming part of the Maintenance Program, except with the prior written approval of the Independent Engineer. Such approval shall be sought by the Concessionaire through a written request to be made to the Independent Engineer, and a copy thereof furnished to the Authority, at least 7 (seven) days before the proposed closure and shall be accompanied by particulars thereof. Within 3 (three) days of receiving such request, the Independent Engineer shall grant permission with such modifications as it may deem reasonable and necessary in conformity with the Maintenance Manual and Maintenance Program and a copy of such permission shall be sent to the Authority.

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

17.7.3 Upon receiving the permission pursuant to Clause 17.7.1, the Concessionaire shall be entitled to close the designated part of the Project for the period specified therein, and in the event of any delay in re-opening such part, the Concessionaire shall pay Damages to the Authority calculated at the rate of 0.5 % (zero point Five per cent) of the Performance Security, for each day of delay until that part of the Project has been re-opened for use.

17.8 Damages for breach of maintenance obligations

17.8.1 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 2% (two per cent) of the Performance Security, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

17.8.2 The Damages set forth in Clause 17.8.1 may be assessed and specified forthwith by the Independent Engineer; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The Concessionaire shall pay such Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

17.9 Authority's right to take remedial measures

17.9.1 In the event the Concessionaire does not maintain and/or repair the Project or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Program, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without

prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause 17.9.1 shall be without prejudice to its rights and remedies provided under Clause 17.8.

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

17.10 Overriding powers of the Authority

17.10.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

17.10.2 In the event that the Concessionaire, upon notice under Clause 17.10.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 17.10.2 and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.9 along with the Damages specified therein.

17.10.3 In the event of a national emergency, civil commotion or any other act specified in Clause 28.3, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it, and exercise such control over the Project or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 28. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.10, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

17.11 Restoration of loss or damage to the Project

Save and except as otherwise expressly provided in this Agreement, in the event that the Project or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement.

17.12 Modifications to the Project

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

17.13 Excuse from performance of obligations

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

(a) an event of Force Majeure;

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

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

Provided, that any such non-availability and particulars thereof shall be notified by the Concessionaire to the Authority and the Independent Engineer without any delay;

Provided further that the Concessionaire shall keep all unaffected parts of the Project open to Users, provided they can be operated safely.

17.14 Deleted

17.15 Installation and operation of CCTV

The Concessionaire shall install and operate a closed circuit television system to monitor such parts of the Project as may be necessary and expedient for a safe, secure and smooth operation thereof.

17.16 Advertising on the Site

The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on the Site.

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ARTICLE 18

SAFETY REQUIREMENTS

18.1 Safety Requirements

18.1.1 The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety program for providing a safe environment on or about the Project, and shall comply with the safety requirements set forth in Schedule-L (the **"Safety Requirements"**).

18.1.2 The Authority shall appoint an experienced and qualified firm or organization (the **"Safety Consultant"**) for carrying out safety audit of the Project in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken and funded in accordance with the provisions of Article 16.

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ARTICLE 19

MONITORING OF OPERATION AND MAINTENANCE

19.1 Monthly status reports

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

19.1.2 During the Operation Period, the Concessionaire shall, no later than 10 (ten) days after the close of each month, furnish a monthly management report which shall include a summary of:

(a) key performance indicators achieved in the month, along with an analysis of reasons for failures, if any, and proposals to remedy the same;

(b) key operational hurdles and deliverables in the succeeding month along with strategies for addressing the same and for otherwise improving the Project's operational performance; and

(c) key financial parameters for the month, as benchmarked against the monthly budget and the reasons for shortfall, if any, and proposals to remedy the same.

19.2 Inspection

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

19.3 Tests

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

19.4 Remedial measures

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

19.4.2 The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures have brought the Project into compliance with the Maintenance Requirements and the procedure set forth in this Clause 19.4 shall be repeated until the Project conforms to the Maintenance Requirements. In the event that remedial measures are not completed by the Concessionaire in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Concessionaire under and in accordance with the provisions of Clause 17.8.

19.5 Reports of unusual occurrence

The Concessionaire shall, prior to the close of each day, send to the Authority and the Independent Engineer, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Project relating to the safety and security of the Users and the Project. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the closing of each week and month, as the case maybe. For the purposes of this Clause 19.5, accidents and unusual occurrences on the Project shall include:

(a) Death or injury to any person;

(b) Damaged or dislodged fixed equipment;

(c) Any damage or obstruction on the Project, which results in slow down of the services being provided by the Concessionaire;

(d) Disablement of any equipment during operation;

(e) Communication failure affecting the operation of the Project;

(f) Smoke or fire;

(g) Flooding of the Project; and

(h) Such other relevant information as may be required by the Authority or the Independent Engineer.

ARTICLE 20

REGULATION AND MANAGEMENT

20.1 Traffic regulation by the Concessionaire

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

20.2 Police assistance

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

20.3 Buildings for Traffic Aid Posts

The Concessionaire shall, in accordance with the type designs prescribed for such police outpost buildings by the State Government or a substitute thereof, construct at its own cost and expense, buildings not exceeding 25 (twenty five) square metres of plinth area, for each of the Traffic Aid Posts, and hand them over to the Authority no later than 60 (sixty) days prior to the Scheduled Completion Date. The Traffic Aid Posts shall be deemed to be part of the Site and shall vest in the Authority.

20.4 Medical Aid Posts

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

20.5 Buildings for Medical Aid Posts

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

20.6 Computer systems and network

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The Concessionaire shall install, operate and maintain a computer system with round-the-clock connections to the networks of the Authority and other related entities for exchange of data and information useful or necessary for efficient and transparent regulation and management of traffic. For this purpose, it shall follow such protocol for Electronic Data Interchange (the **"EDI"**) as the Authority may specify.

20.7 Recurring expenditure on Police assistance

On or before the Scheduled Four-Laning Date, the Concessionaire shall provide to the State Police Department or a substitute thereof one Jeep or similar vehicle in good working condition along with chauffeurs for round-the-clock patrolling as set forth in Clause 20.2 and shall meet the operating costs of such vehicle including the salaries and allowances of the chauffeurs.

20.8 Recurring expenditure on Medical Aid Posts

On or before COD, the Concessionaire shall provide to the State Medical Department or a substitute thereof to be designated by the Authority one ambulance in good working condition along with chauffeurs for round-the-clock ambulance services as set forth in Clause 20.4 and meet the operating costs of such ambulance including the salaries and allowances of the chauffeurs. The Concessionaire shall also reimburse to the State Medical Department (or a substitute thereof to be designated by the Authority) the actual expenditure incurred by it in each Accounting Year on the medical equipment, and the pay and allowances of up to 2 (two) medical personnel deployed exclusively for the Medical Aid Posts and ambulance, and shall maintain the Medical Aid Post buildings in accordance with Good Industry Practice. For the avoidance of doubt, it is agreed that the Concessionaire shall not be liable for any other expenditure incurred by the State Medical Department or a substitute thereof to be designated by the Authority.

ARTICLE 21

INDEPENDENT ENGINEER

21.1 Appointment of Independent Engineer

The Authority shall appoint a consulting engineering firm substantially in accordance with the selection criteria set forth in Schedule-M, to be the independent consultant under this Agreement (the **"Independent Engineer"**). The appointment shall be made no later than 60 (sixty) days from the date of this Agreement and shall be for a period of Construction Period plus six (6) months).On expiry or termination of the aforesaid appointment, the Authority shall appoint an Independent Engineer for a further term of 3 (three) years in accordance with the provisions of Schedule-M, and such procedure shall be repeated after expiry of each appointment.

21.2 Duties and functions

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

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

21.2.3 A true copy of all communications sent by the Authority to the Independent Engineer and by the Independent Engineer to the Authority shall be sent forthwith by the Independent Engineer to the Concessionaire.

21.2.4 A true copy of all communications sent by the Independent Engineer to the Concessionaire and by the Concessionaire to the Independent Engineer shall be sent forthwith by the Independent Engineer to the Authority.

21.3 Remuneration

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

21.4 Termination of appointment

21.4.1 The Authority may, in its discretion, terminate the appointment of the Independent Engineer at any time, but only after appointment of another Independent Engineer in accordance with Clause 21.1.

21.4.2 If the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Independent Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and Independent Engineer for an amicable

resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 21.1.

21.5 Authorized signatories

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

21.6 Dispute resolution

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

21.7 Interim arrangement

In the event that the Authority does not appoint an Independent Engineer, or the Independent Engineer so appointed has relinquished its functions or defaulted in discharge thereof, the Authority may, in the interim, designate and authorize any person to discharge the functions of the Independent Engineer in accordance with the provisions of this Agreement, save and except that such person shall not exercise any functions relating to review, comment, approval or inspection as specified in this Agreement for and in respect of the Independent Engineer, and such functions shall be discharged as and when an Independent Engineer is appointed in accordance with the provisions of this Agreement. Provided, however, that nothing contained in this Clause 21.7 shall in any manner restrict the rights of the Authority to enforce compliance of the provisions of this Agreement.

Part IV

Financial Covenants

ARTICLE 22

FINANCIAL CLOSE

22.1 Financial Close

22.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 150 (one hundred and fifty) days from the date of this Agreement. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred twenty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five per cent)of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 150 (one hundred and fifty) days shall be granted only to the extent of Damages so paid. In the event of delay in achieving the Financial Close beyond 270 (two hundred and seventy) days from the date of this Agreement, the Concessionaire shall be entitled to a further period not exceeding 95 (ninety five) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 270 (two hundred and seventy) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.

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

22.2 Termination due to failure to achieve Financial Close

22.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to Clause 28.6.1, in the event that Financial Close does not occur, for any reason whatsoever, within the period set forth in Clause 22.1.1 or the extended period provided thereunder, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

22.2.2 Upon Termination under Clause 22.2.1, the Authority shall be entitled to encash the Bid Security and appropriate the proceeds thereof as Damages; provided, however, that if Financial Close has not occurred due to Force Majeure, it shall, upon Termination, release the Bid Security or Performance Security, as the case may be.For the avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted by the

Performance Security, the Authority shall be entitled to encash therefrom an amount equal to the Bid Security.

ARTICLE 23

PAYMENT OF BID PROJECT COST

23.1 Bid Project Cost

The Parties expressly agree that the cost of construction of the Project, as on the Bid Date, which is due and payable by the Authority to the Concessionaire, shall be deemed to be Rs895.00 Cr. (Rupees eight hundred and ninety five crore) (The **" Bid Project Cost "**). The Parties further agree that the Bid Project Cost specified hereinabove for payment to the Concessionaire shall be inclusive of the cost of construction, interest during construction, working capital, physical contingencies and all other costs, expenses and charges for and in respect of construction of the Project, save and except any additional costs arising on account of variation in Price Index, Change of Scope, Change in Law, Force Majeure or breach of this Agreement, which costs shall be due and payable to the Concessionaire in accordance with the provisions of the Agreement. For the avoidance of doubt, the Bid Project Cost specified herein represents the amount due and payable by the Authority to the Concessionaire and may be less than, equal to, or more than the Estimated Project Cost.

23.2 Adjusted Bid Project Cost

23.2.1 The Bid Project Cost specified in Clause 23.1 shall be revised from time to time in accordance with the provisions of this Clause 23.2 to reflect the variation in Price Index occurring after the Reference Index Date immediately preceding the Bid Date.

23.2.2 The Bid Project Cost adjusted for variation between the Price Index occurring between the Reference Index Date preceding the Bid Date and the Reference Index Date immediately preceding the Appointed Date shall be deemed to be the Bid Project Cost at commencement of construction.

23.2.3 For every month occurring after the Appointed Date, the Authority shall compute the variation in Price Index occurring between the Reference Index Date preceding the Bid Date and the Reference Index Date preceding the date of Invoice, and shall express the latter as a multiple of the former (the **"Price Index Multiple"**). All Invoices to be submitted by the Concessionaire to the Authority for and in respect of the Construction Period shall be the product of the relevant proportion of the Bid Project Cost and the Price Index Multiple applicable on the date of Invoice. For the avoidance of doubt and by way of illustration, if (a) the Price Index on the Reference Index Date preceding the Bid Date, say January 31, 2016, is 200 (two hundred); (b) the Invoice is submitted on October 15, 2017; and (c) the Price Index as on September 30, 2017 is 210 (two hundred and ten), then the Price Index Multiple for determination of the amount due in respect of such Invoice shall be 1.05 (one point zero five).

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23.3 Payment of Bid Project Cost

23.3.1 40% (forty per cent) of the Bid Project Cost , adjusted for the Price Index Multiple, shall be due and payable to the Concessionaire in 5 (five) equal installments of 8% (eight per cent) each during the Construction Period in accordance with the provisions of Clause 23.4.

23.3.2 The remaining Bid Project Cost, adjusted for the Price Index Multiple,shall be due and payable in 30 (thirty)biannual installments commencing from the 180th (one hundred and eightieth) day of COD in accordance with the provisions of Clause 23.6.

23.4 Payment during Construction Period

Upon receiving a report from the Independent Engineer certifying the achievement of the below mentioned Payment Milestones[2], the Authority shall disburse, within 15 (fifteen) days of the receipt of each such report, an installment equal to 8% (eight per cent) of the Bid Project Cost, adjusted for the Price Index Multiple as applicable on the Reference Index Date preceding the date of that report.

For the purpose of this Clause 23.4, the Payment Milestone for release of payment during Construction Period shall be as under:

a) I (first) Payment Milestone - On achievement of 10% Physical Progress
b) II (second) Payment Milestone - On achievement of 30% % Physical Progress
c) III (third) Payment Milestone – On achievement of 50% Physical Progress
d) IV (fourth) Payment Milestone - On achievement of 75% Physical Progress
e) V (fifth) Payment Milestone – On achievement of 90% Physical Progress

Provided that in case of Change of Scope, the Physical Progress shall be recalculated to account for the changed scope.

23.5 Bonus on early completion

In the event that the Concessionaire shall achieve COD on or more than 30 (thirty) days prior to the Scheduled Completion Date, the Authority shall pay to the Concessionaire a bonus equal to 0.5% (Zero point five per cent) of 60 % (Sixty per cent) of the Bid Project Cost for the first30 (thirty) days by which COD shall precede the Scheduled Completion Date and thereafter the said bonus shall be calculated on the pro-rata basis for each day preceding the said 30 (thirty) days period. The Bonus shall be due and payable to the Concessionaire alongwith the 1st(first) Annuity Payment.

23.6 Annuity Payments during Operation Period

23.6.1 The (the **"Completion Cost"** shall be the summation of A, B, C, D, E, and F below:

[2] Independent Engineer, during finalization of design, shall upfront decide weightages of all the items in due consultation with the Authority responsible for making payments and recommended percentage physical progress achievements based on the above decided weightages for the entire construction period. The weightages shall be fixed as per format in Annexure – I of Schedule G of this Agreement.

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A. 10% of the Bid Project Cost adjusted for the Price Index Multiple as applicable on the Reference Index Date preceding the date of report confirming 10% Physical Progress.

B. Another 20% of the Bid Project Cost adjusted for the Price Index Multiple as applicable on the Reference Index Date preceding the date of report confirming 30% Physical Progress.

C. Another 20% of the Bid Project Cost adjusted for the Price Index Multiple as applicable on the Reference Index Date preceding the date of report confirming 50% Physical Progress.

D. Another 25% of the Bid Project Cost adjusted for the Price Index Multiple as applicable on the Reference Index Date preceding the date of report confirming 75% Physical Progress.

E. Another 15% of the Bid Project Cost adjusted for the Price Index Multiple as applicable on the Reference Index Date preceding the date of report confirming 90% Physical Progress.

F. Another 10% of the Bid Project Cost adjusted for the Price Index Multiple as applicable on the Reference Index Date preceding the COD.

The Parties acknowledge and agree that theAuthority has paid a portion of the Completion Cost as payments during Construction Period pursuant to Clause 23.4 of this Agreement. The balance Completion Cost remaining shall be due and payable during the Operation Period in accordance with the provisions of Clause 23.6.2.

23.6.2 The Completion Cost remaining to be paid in pursuance of the provisions of Clause 23.6.1 shall be due and payable in biannual installments over a period of 15 (fifteen) years commencing from COD, (the **"Annuity Payments"**). The 1st (first) installment of Annuity Payments shall be due and payable within 15 (fifteen) days of the 180th (one hundred and eightieth) day of COD and the remaining installments shall be due and payable within 15 (fifteen) days of completion of each of the successive six months ("the **Annuity Payment Date"**). For the avoidance of doubt, the last Annuity Payment Date would be adjusted to in such a way that it falls at the end of the Operations Period.

23.6.3 Each of the Annuity Payments due and payable during the years following the COD shall be as under:

Annuity following the COD	Percentage of Completion Cost remaining to be paid on COD
1st Annuity	2.10%
2nd Annuity	2.17%
3rd Annuity	2.24%
4th Annuity	2.31%
5th Annuity	2.38%
6th Annuity	2.45%
7th Annuity	2.52%
8th Annuity	2.60%
9th Annuity	2.68%
10th Annuity	2.76%

11th Annuity	2.84%
12th Annuity	2.93%
13th Annuity	3.02%
14th Annuity	3.11%
15th Annuity	3.20%
16th Annuity	3.30%
17th Annuity	3.40%
18th Annuity	3.50%
19th Annuity	3.61%
20th Annuity	3.72%
21st Annuity	3.83%
22nd Annuity	3.94%
23rd Annuity	4.06%
24th Annuity	4.18%
25th Annuity	4.25%
26th Annuity	4.25%
27th Annuity	4.44%
28th Annuity	4.71%
29th Annuity	4.75%
30th Annuity	4.75%

Each of the biannual installments payable hereunder shall be paid along with interest as specified in Clause 23.6.4.

23.6.4 Interest shall be due and payable on the reducing balance of Completion Cost at an interest rate equal to the applicable Bank Rate plus 3% (three per cent). Such interest shall be due and payable biannually along with each installment specified in Clause 23.6.3. For the avoidance of doubt and by way of illustration, the Parties agree that interest on the Completion Cost remaining to be paid, calculated from COD and until the 180th (one hundred and eightieth) day of COD, shall be due and payable to the Concessionaire along with the first Annuity Payment and interest on **[3]% (** per cent) of the Percentage of Completion Cost remaining to be paid on COD, calculated from first Annuity payment date and until the 1st (first) anniversary of COD, shall be due and payable along with the second Annuity Payment due and payable under this Agreement. The Parties further agree that interest shall be calculated based on the number of days a particular Bank Rate was applicable during the period of calculation. For the purpose of illustration, assuming that the balance capital cost remaining to be paid is Rs 100 crores on the 1st Annuity Payment Date, the applicable Bank Rate for the first 75 days is 8% and thereafter it is revised to 7.5% and remains unchanged till the 2nd Annuity Payment Date, the interest would be calculated as ((100*11%*75)/365)+((100*10.5%*105)/365). For the avoidance of doubt[4], the Interest would be calculated on simple interest basis and no compounding of the same would be undertaken.

[3] To be finalized on the basis of the outstanding Completion Cost Annuity pursuant to the payment of 1st Annuity as provided in the Annuity payment schedule in Clause 23.6.3

[4] Assuming that the total number of days between 1st Annuity payment date and 2nd Annuity date are 180. In case the number of days are different the calculation may be appropriately changed

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23.7 O&M Payments

23.7.1 The Parties acknowledge and agree that all O&M Expenses shall be borne by the Concessionaire and in lieu thereof; a lump sum financial support in the form of biannual payments shall be due and payable by the Authority, which shall be computed on Rs3.00 Crore (Rupees three crore only) (the **"First Year O&M Cost"**)[£], in accordance with the provisions of this Clause 23.7 (the "**O&M Payments**"). The Parties further acknowledge and agree that any O&M Expenses in excess of the O&M Payments shall be borne solely by the Concessionaire, save and except as expressly provided in this Agreement. For avoidance of doubt it is clarified that the O&M Payments will be subject to any Change in Scope of the Project of the Concessionaire under Article 16of this Agreement.

23.7.2 Subject to the Provisions of Clause 23.7.3, the O&M Payments due and payable to the Concessionaire shall be paid in 2 (two) equal biannual installments and disbursed by the Authority together with the corresponding installments of Annuity Payments.

23.7.3 Each installment of O&M Payment shall be the product of the amount determined in accordance with Clause 23.7.1 and the Price Index Multiple on the Reference Index Date preceding the due date of payment thereof. For the avoidance of doubt and by way of illustration, if (i) the First Year O&M Cost is Rs.1Cr. (Rupees one crore); (ii) the O&M Payment is to be determined for the 2nd (second) year of the Operation Period; (iii) the Price Index on the Reference Index Date preceding the Bid Date is 200 (two hundred) and the Price Index on the Reference Index Date preceding the due date of payment is 240 (two hundred forty), implying a Price Index Multiple of 1.2 (one point two), then the O&M Payment for that installment shall be the product of First Year O&M Cost and the applicable Price Index Multiple, which product shall be Rs.1.2cr. (Rupees one point two crore)

23.8 Mobilization Advance

The Authority shall, on request of the Concessionaire, make an advance payment in a sum not exceeding 10% (ten per cent) of the Bid Project Cost (the **"Mobilization Advance"**). This advance payment shall be made in two equal instalments. The Concessionaire may request the Authority for the first instalment of the advance payment at any time after the Appointed Date, along with furnishing a Bank Guarantee in a form satisfactory to the Authority. The Concessionaire may request the Authority for the second instalment of the advance payment at any time, after 60(sixty) days from the Appointed Date, along with furnishing a Bank Guarantee in a form satisfactory to the Authority. The first and second instalments of the Mobilization Advance shall be paid by the Authority within 30 (thirty) days of receipt of the respective requests in this behalf from the Concessionaire. The rate of interest on the Mobilization Advance shall be equal to the Bank Rate, compounded annually. The Mobilization Advance shall be deducted by the Authority in 4 (four) equal instalments from each of the payments to be made by the Authority to the Concessionaire in accordance with the provisions of Clause 23.4 and the interest thereon shall be recovered as the 5th (fifth) and final instalment upon expiry of

[£]First Year O&M Cost shall be the amount specified in the Bid of the selected Bidder.

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120 (one hundred and twenty) days commencing from the date of recovery of the 4th (fourth) instalment.

23.9 Treatment of incomplete works

23.9.1 The Parties acknowledge and agree that in the event COD occurs upon issuance of a Provisional Certificate, the Annuity Payments and O&M Payments specified in this Article 23 shall be made as if all works comprising the Project have been completed. The works remaining incomplete shall be completed by the Concessionaire in accordance with the provisions of this Agreement and thereupon, the Completion Certificate shall be issued forthwith.

23.9.2 In the event the Authority determines that any incomplete works referred to in Clause 23.9.1 are not required to be completed for any reason, it shall modify the Scope of the Project in accordance with the provisions of Article 16 and the Completion Cost, Annuity Payments and O&M Payments shall be reduced on account of such Change of Scope as per the provisions of Article 16.

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ARTICLE 24

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ARTICLE 25

ESCROW ACCOUNT

25.1 Escrow Account

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

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

25.2 Deposits into Escrow Account

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

(a) All funds constituting the Financial Package;

(b) All revenues from or in respect of the Project, including the proceeds of any rentals, deposits, capital receipts or insurance claims; and

(c) All payments by the Authority, after deduction of any outstanding payments.

25.3 Withdrawals during Concession Period

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

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;

(b) Deleted;

(c) All payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;

(d) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(e) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(f) Any amounts due and payable to the Authority (other than under Clause 9.5);

(g) Monthly proportionate provision of Debt Service due in an Accounting Year;

(h) All payments and Damages certified by the Authority as due and payable to it by the Concessionaire;

(i) Monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;

(j) Any reserve requirements set forth in the Financing Agreements; and

(k) Balance, if any, in accordance with the instructions of the Concessionaire.

25.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 25.3.1, except with the prior written approval of the Authority.

25.4 Withdrawals upon Termination

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

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;

(b) Deleted;

(c) Percentage of Debt Due excluding Subordinated Debt if required to be as per the terms of this Agreement;

(d) Outstanding payments due to the Authority;

(e) All payments and Damages certified by the Authority as due and payable to it by the Concessionaire;

(f) Retention and payments relating to the liability for defects and deficiencies set forth in Article 33;

(g) Outstanding Debt Service including the balance of Debt Due;

(h) Outstanding Subordinated Debt;

(i) Incurred or accrued O&M Expenses;

(j) Any other payments required to be made under this Agreement; and

(k) Balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (k) of this Clause 25.4.1 until a Vesting Certificate has been issued by the Authority under the provisions of Article 32.

25.4.2 The provisions of this Article 25 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 25.4.1 have been discharged.

ARTICLE 26

INSURANCE

26.1 Insurance during Concession Period

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

26.2 Insurance Cover

Without prejudice to the provisions contained in Clause 26.1, the Concessionaire shall, during the Operation Period, procure and maintain Insurance Cover including but not limited to the following:

(a) Loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;

(b) Comprehensive third party liability insurance including injury to or death of personnel of the Authority or others caused by the Project;

(c) The Concessionaire's general liability arising out of the Concession;

(d) Liability to third parties for goods or property damage;

(e) Workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items(a) to (e) above.

26.3 Notices to the Authority

No later than 45 (forty five) days prior to commencement of the Construction Period or the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 26. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the

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event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

26.4 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 26 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Concessionaire to the Authority.

26.5 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premier and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

26.6 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 26 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

26.7 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

26.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall, notwithstanding anything to

the contrary contained in Clause 25.3, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

26.9 Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with conditions imposed by the insurance policies affected in accordance with this Agreement.

ARTICLE 27

ACCOUNTS AND AUDIT

27.1 Audited accounts

27.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including all revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 180 (one hundred and eighty) days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

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

27.1.3 On or before the thirty-first day of May each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarized information on revenues derived from the Project, and such other information as the Authority may reasonably require.

27.2 Appointment of auditors

27.2.1 The Concessionaire shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of chartered accountants (the **"Panel of Chartered Accountants"**), such list to be prepared substantially in accordance with the criteria set forth in Schedule-P. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

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

27.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the **"Additional Auditors"**) from the Panel of Chartered

Accountants to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

27.3 Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business including the submission of any periodic information in pursuance of the provisions of this Agreement, save and except where such certification is expressly provided.

27.4 Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause 27.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

27.5 Dispute resolution

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

Part V

Force Majeure and Termination

ARTICLE 28

FORCE MAJEURE

28.1 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 28.2, 28.3 and 28.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

28.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 28.3;

(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(d) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(e) The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(f) Any event or circumstances of a nature analogous to any of the foregoing.

28.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts orevents:

(a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(d) Deleted

(e) failure of the Authority to permit the Concessionaire to continue its Construction Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;

(f) Any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(g) Any Indirect Political Event that causes a Non-Political Event; or

(h) Any event or circumstances of a nature analogous to any of the foregoing.

28.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 35 and its effect, in financial terms, exceeds the sum specified in Clause 35.1;

(b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

(c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the

Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

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

28.5 Duty to report Force Majeure Event

28.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 28 with evidence in support thereof;

(b) The estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; an

(d) Any other information relevant to the Affected Party's claim.

28.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

28.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 28.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

28.6 Effect of Force Majeure Event on the Concession

28.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfillment of Conditions Precedent and in Clause 22.1.1 for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

28.6.2 at any time after the Appointed Date, if any Force Majeure Event occurs:

(a) before COD, the Construction Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or

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(b) After COD, the Concessionaire shall be entitled to receive Annuity Payments plus interest due and payable under this Agreement.

Provided any payment to be made under this clause shall be subject to deduction of outstanding dues of the Authority, if any.

28.7 Allocation of costs arising out of Force Majeure

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

28.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the **"Force Majeure Costs"**) shall be allocated and paid as follows:

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and

(c) Upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

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

28.7.3 Save and except as expressly provided in this Article 28, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

28.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five)days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 28, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the

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Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) day's time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

28.9 Termination Payment for Force Majeure Event

28.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount to be calculated as under:

(i) Prior to COD:

Payment Milestone	Basis of calculation for termination payment
1st Payment Milestone	90% Debt Due or 1.35% of Bid Project Cost , whichever is lower
2nd Payment Milestone	90% Debt Due or 9.45% of Bid Project Cost , whichever is lower
3nd Payment Milestone	90% Debt Due or 17.55% of Bid Project Cost , whichever is lower
4th Payment Milestone	90% Debt Due or 30.38% of Bid Project Cost , whichever is lower
5th Payment Milestone	90% Debt Due or 36.45% of Bid Project Cost , whichever is lower

For the avoidance of doubt, it is clarified that in case of termination happening in between two Payment Milestones, for the purpose of calculation of Debt Due, the milestone achieved would only be considered; provided further the above payment so calculated above shall be reduced by Insurance Cover.

(ii) In case Termination occurs on or after COD, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 75% (seventy five percent) of Annuity Payments remaining unpaid for and in respect of the remaining Concession Period, including interest thereon up to the Transfer Date. Provided further the above payment so calculated above shall be reduced by Insurance Cover.

28.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:

(i) In case termination occurs prior to COD:

(a) Debt Due payment calculated as per the table below less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. Further the Debt Due would be calculated as per the table provided below:

Payment Milestone	Basis of calculation for Debt Due payment
1st Payment Milestone	Debt Due or 1.50% of Bid Project Cost , whichever is lower
2nd Payment Milestone	Debt Due or 10.50% of Bid Project Cost , whichever is lower
3nd Payment Milestone	Debt Due or 19.50% of Bid Project Cost , whichever is lower

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4th Payment Milestone	Debt Due or 33.75% of Bid Project Cost , whichever is lower
5th Payment Milestone	Debt Due or 40.50% of Bid Project Cost , whichever is lower

For the avoidance of doubt, it is clarified that in case of termination happening in between two Payment Milestones, for the purpose of calculation of Debt Due, the milestone achieved would only be considered ; and

(b) 110% (one hundred and ten per cent) of the Adjusted Equity;

(ii) In case Termination occurs on or after COD, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety percent) of Annuity Payments remaining unpaid for and in respect of the remaining Concession Period, including interest thereon up to the Transfer Date.

28.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 31.3.3 as if it were an Authority Default.

28.10 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event

28.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

28.12 Deleted

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ARTICLE 29

COMPENSATION FOR BREACH OF AGREEMENT

29.1 Compensation for default by the Concessionaire

Subject to the provisions of Clause 29.4, in the event of the Concessionaire being in material breach or default of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material breach or default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 29.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority.

29.2 Compensation for default by the Authority

Subject to the provisions of Clause 29.4, in the event of the Authority being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss of Annuity Payments, debt repayment obligations or other consequential losses, loss of profit, EPC Contractors claims, and for determining such compensation, information contained in the Financial Package and the Financial Model may be relied upon to the extent it is relevant.

29.3 Deleted

29.4 Mitigation of costs and damage

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

ARTICLE 30

SUSPENSION OF CONCESSIONAIRE'S RIGHTS

30.1 Suspension upon Concessionaire Default

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Concessionaire under this Agreement, and pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

30.2 Authority to act on behalf of Concessionaire

30.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all revenues under and in accordance with this Agreement and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the O&M Expenses and for meeting the costs incurred by it for remedying and rectifying the cause of Suspension, and thereafter for defraying the expenses specified in Clause25.3.

30.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred- during such period. The Concessionaire hereby licenses and sub-licenses respectively, the Authority or any other person authorized by it under Clause 30.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Concessionaire with respect to the Project and its design, engineering, construction, operation and maintenance, and which is used or created by the Concessionaire in performing its obligations under the Agreement.

30.3 Revocation of Suspension

30.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

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

30.4 Substitution of Concessionaire

At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under Clause 30.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

30.5 Termination

30.5.1 At any time during the period of Suspension under this Article 30, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 30.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 31 as if it is a Concessionaire Default under Clause 31.1.

30.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 30.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.

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ARTICLE 31

TERMINATION

31.1 Termination for Concessionaire Default

31.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Default**"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:

(a) The Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 120 (one hundred and twenty) days;

(c) the Concessionaire does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule-G and continues to be in default for 120 (one hundred and twenty) days;

(d) The Concessionaire abandons or manifests intention to abandon the construction or operation of the Project without the prior written consent of the Authority;

(e) COD does not occur within the period specified in Clause 12.3.3;

(f) the Punch List items have not been completed within the period set forth in Clause 14.4.1;

(g) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(h) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;

(i) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days;

(j) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove;

(k) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

(l) the Concessionaire creates any Encumbrance in breach of this Agreement;

(m) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

(n) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(o) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

(p) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

(q) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

(r) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(s) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

  (I) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

  (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and

  (iii) Each of the Project Agreements remains in full force and effect;

(t) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;

(u) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

(v) the Concessionaire has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;

(w) the Concessionaire issues a Termination Notice in violation of this Agreement;

(x) the Concessionaire commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority.

31.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of Clause 31.1.3.

31.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 31.1.2 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

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

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

31.2 Termination for Authority Default

31.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the **"Authority Default"**) unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include the following:

(a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

(b) The Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement;

(c) The Authority fails to provide, within a period of 180 (one hundred and eighty days) from the Appointed Date, statutory clearances required for construction of the Project; or

(d) The Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

31.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

31.3 Termination Payment

31.3.1 Upon Termination on account of a Concessionaire Default during the Operation Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 65% (sixty five percent) of the sum of Annuity Payments remaining unpaid for and in respect of the Concession Period, including interest thereon up to the Transfer Date.

31.3.2 Notwithstanding to the provisions of Clause 31.3.1 upon Termination on account of Concessionaire Default during the Construction Period, the Termination Payment shall be based on the Payment Milestone achieved which is in terms of the Physical Progress made by the Concessionaire in the Project and the Termination Payment corresponding to the achieved Payment Milestone shall be as follows:

Payment Milestone	Termination Payment
1st Payment Milestone	NIL
2nd Payment Milestone	50% of Debt Due or 5.25% of Bid Project Cost , whichever is lower
3rd Payment Milestone	60% of Debt Due or 11.70% of Bid Project Cost , whichever is lower
4th Payment Milestone	70% of Debt Due or 24% of Bid Project Cost , whichever is lower
5th Payment Milestone	80% of Debt Due or 32% of Bid Project Cost , whichever is lower

For the avoidance of doubt, it is clarified that in case of termination happening in between two Payment Milestones, for the purpose of calculation of Termination Payment, the milestone achieved would only be considered.

31.3.3 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:

(i) In case the termination occurs prior to COD

(a) Debt Due payment calculated as per the table below less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due. Further the Debt Due would be calculated as per the table provided below:

Payment Milestone	Basis of calculation for Debt Due payment
1st Payment Milestone	Debt Due or 1.50% of Bid Project Cost , whichever is lower
2nd Payment Milestone	Debt Due or 10.50% of Bid Project Cost , whichever is lower
3rd Payment Milestone	Debt Due or 19.50% of Bid Project Cost , whichever is lower
4th Payment Milestone	Debt Due or 33.75% of Bid Project Cost , whichever is lower
5th Payment Milestone	Debt Due or 40.50% of Bid Project Cost , whichever is lower

For the avoidance of doubt, it is clarified that in case of termination happening in between two Payment Milestones, for the purpose of calculation of Debt Due, the milestone achieved would only be considered; and

(b) 150% (one hundred and fifty per cent) of the Adjusted Equity;

(ii) In case the termination occurs on or after COD, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to sum of Annuity Payments remaining unpaid for and in respect of the Concession Period, including interest thereon up to the Transfer Date.

31.3.4 Termination Payment shall become due and payable to the Concessionaire within 15 (fifteen) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 3% (three per cent) above the daily average Bank Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

31.3.5 The Concessionaire expressly agrees that Termination Payment under this Article 31 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

31.4 Certain limitations on Termination Payment

31.4.1 During the Construction Period, Termination Payment due and payable under this Agreement shall be computed with reference to the Debt Due in accordance with the provisions of this Agreement. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 85% (eighty five per cent) of the Total Project Cost.

31.4.2 The amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign

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currency as on the date of Termination Payment. Provided further that all borrowings in foreign currency shall be restricted to the financing of Total Project Cost and any borrowings in excess thereof shall not qualify for computation of Termination Payment. It is clarified that the rate of conversion of such foreign currency shall be calculated on the date on which the Agreement is terminated.

31.5 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) Be deemed to have taken possession and control of the Project forthwith;

(b) Take possession and control of all materials, stores, implements, construction plants and equipment on or about the Site;

(c) Be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;

(d) Require the Concessionaire to comply with the Divestment Requirements set forth in Clause 32.1; and

(e) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being -due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

31.6 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 31.3.5, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

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ARTICLE 32

DIVESTMENT OF RIGHTS AND INTEREST

32.1 Divestment Requirements

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

(a) Notify to the Authority forthwith the location and particulars of all Project Assets;

(b) deliver forthwith the actual or constructive possession of the Project, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;

(c) cure all Project Assets, including the road, bridges, structures and equipment, of all defects and deficiencies so that the Project is compliant with the Maintenance Requirements; provided that in the event of Termination during the Construction Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;

(d) deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its design, engineering, construction, operation and maintenance, including all programmers and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project and shall be assigned to the Authority free of any Encumbrance;

(e) Transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;

(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project Assets, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and

(g) Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

32.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their

obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

32.2 Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to the effective date of such Termination, the Independent Engineer shall verify, after giving due notice to the Concessionaire specifying the time, date and place of such verification and/or inspection, compliance by the Concessionaire with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its cost and the provisions of Article 33 shall apply, mutatis mutandis, in relation to curing of defects or deficiencies under this Article 32.

32.3 Cooperation and assistance on transfer of Project

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

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

32.3.3 The Authority shall have the option to purchase or hire from the Concessionaire at a fair market value and free from any encumbrance all or any part of the plant and machinery used in connection with the Project but which does not form part of the assets specified in Clause 32.1.1 and is reasonably required in connection with operation of the Project. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

32.4 Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-Q (the **"Vesting Certificate"**), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment

Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Concessionaire.

32.5 Divestment costs etc.

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

32.5.2 In the event of any Dispute relating to matters covered by and under this Article 32, the Dispute Resolution Procedure shall apply.

ARTICLE 33

DEFECTS LIABILITY AFTER TERMINATION

33.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 120 (one hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer in the Project during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of Clause 33.2 or from the Performance Guarantee provided thereunder. For the avoidance of doubt, the provisions of this Article 33 shall not apply if Termination occurs prior to COD.

33.2 Retention in Escrow Account

33.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 33.2.3, a sum equal to 15% (fifteen per cent) of the Annuity Payment due and payable immediately preceding the Transfer Date shall be retained in the Escrow Account for a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 33.1.

33.2.2 Without prejudice to the provisions of Clause 33.2.1, the Independent Engineer shall carry out an inspection of the Project at any time between 210 (two hundred and ten) and 180 (one hundred and eighty) days prior to the Termination and if it recommends that the status of the Project is such that a sum larger than the amount stipulated in Clause 33.2.1 should be retained in the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty) days, the amount recommended by the Independent Engineer shall be retained in the Escrow Account for the period specified by it.

33.2.3 The Concessionaire may, for the performance of its obligations under this Article 33, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 33.2.1 or 33.2.2, as the case may be, and for the period specified therein, substantially in the form set forth in Schedule-F (the **"Performance Guarantee"**), to be modified, mutatis mutandis, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 33. Upon furnishing of a Performance

Guarantee under this Clause 33.2.3, the retention of funds in the Escrow Account in terms of Clause 33.2.1 or 33.2.2, as the case may be, shall be dispensed with.

Part VI

Other Provisions

ARTICLE 34

ASSIGNMENT AND CHARGES

34.1 Restrictions on assignment and charges

34.1.1 Subject to Clauses 34.2 and 34.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

34.1.2 Subject to the provisions of Clause 34.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party, except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

34.2 Permitted assignment and charges

The restraints set forth in Clause 34.1 shall not apply to:

(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;

(b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project. For the avoidance of doubt, the Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement;

(c) assignment of rights, interest and obligations of the Concessionaire to or in favor of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and

(d) Liens or encumbrances required by any Applicable Law.

34.3 Substitution Agreement

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

34.3.2 Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were

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

34.4 Assignment by the Authority

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

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

ARTICLE 35

CHANGE IN LAW

35.1 Increase in costs

If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore only)[5]or 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 35.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

35.2 Reduction in costs

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore only)or2% (two per cent) of the total Annuity Payments in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had

[5]This amount may, in the discretion of the Authority, be suitable increased, but in no case exceeding an amount of Rs 1 Cr. For every Rs 500 Cr. of Estimated Project Cost. A similar modification should also be made in Clause 35.2.

N.H.A.I.

Gawar Khajuwala Highway Pvt. Ltd. HISAR

there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 35.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

35.3 Protection of NPV

Pursuant to the provisions of Clauses 35.1 and 35.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the **"NPV"**) of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Concessionaire has raised the Debt Due under its Financing Agreements.

35.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 35 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

35.5 Deleted

ARTICLE 36

LIABILITY AND INDEMNITY

36.1 General indemnity

36.1.1 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the **"Authority Indemnified Persons"**) against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User, or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

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

36.2 Indemnity by the Concessionaire

36.2.1 Without limiting the generality of Clause 36.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) Failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) Payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or

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

36.2.2 Without limiting the generality of the provisions of this Article 36, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorizing continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

36.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 36 (the **"Indemnified Party"**) it shall notify the other Party (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

36.4 Defense of claims

36.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 36, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses

incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

36.4.2 If the Indemnifying Party has exercised its rights under Clause 36.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

36.4.3 If the Indemnifying Party exercises its rights under Clause 36.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) The employment of counsel by such party has been authorized in writing by the Indemnifying Party;

(b) The Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action;

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defense of such action and shall have been so notified by the Indemnified Party; or

(d) The Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(I) that there may be specific defenses available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) That such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 36.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

36.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 36, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

36.6 Survival on Termination

The provisions of this Article 36 shall survive Termination.

ARTICLE 37

RIGHTS AND TITLE OVER THE SITE

37.1 Licensee rights

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

37.2 Access rights of the Authority and others

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

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

37.3 Property taxes

All property taxes on the Site shall be payable by the Authority as owner of the Site; provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Site shall not be reimbursed or payable by the Authority. For the avoidance of doubt, the Parties agree that stamp duties, if any, due and payable on the grant of license comprising this Agreement shall be paid by the Authority. Provided, however, that the Authority may require the Concessionaire to pay such stamp duties, which shall be reimbursed by the Authority to the Concessionaire within 15 (fifteen) days of receiving the demand thereof.

37.4 Restriction on sub-letting

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

ARTICLE 38

DISPUTE RESOLUTION

38.1 Dispute resolution

38.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the **"Dispute"**) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 38.2.

38.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

38.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 38.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 38.3.

38.3 Arbitration

38.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 38.2, shall be finally decided by reference to arbitration by an arbitraltribunal constituted in accordance with Clause 38.3.2. Such arbitration shall be held in accordance with the Rules of Society for Affordable Redressal of Disputes (**"SAROD"**), New Delhi (the **"Rules"**), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the Delhi and the language of arbitration proceedings shall be English.

38.3.2 There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

38.3.3 The arbitral tribunal shall make a reasoned award (the **"Award"**). Any Award made in any arbitration held pursuant to this Article 38 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

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

38.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

38.4 Adjudication by a tribunal

In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 38.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

ARTICLE 39

DISCLOSURE

39.1 Disclosure of Specified Documents

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

39.2 Disclosure of Documents relating to safety

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

39.3 Notwithstanding the provisions of Clauses 39.1 and 39.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 39.1 and 39.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

ARTICLE 40

REDRESSAL OF PUBLIC GRIEVANCES

40.1 Complaints Register

40.1.1 The Concessionaire shall maintain a public relations office at the Site where it shall keep a register (the **"Complaint Register"**) open to public access at all times for recording of complaints by any person (the **"Complainant"**). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at each the Site so as to bring it to the attention of all Users.

40.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

40.1.3 Without prejudice to the provisions of Clauses 40.1.1 and 40.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

40.2 Redressal of complaints

40.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressed of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

40.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the Independent Engineer a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, the Authority may advise the Complainant to seek appropriate remedy under the Consumer Protection Act, 1986, at his own risk and cost.

ARTICLE 41

MISCELLANEOUS

41.1 Governing law and jurisdiction

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

41.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) Agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

41.3 Depreciation

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

41.4 Delayed payments

41.4.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 4% (four per cent) above the daily average Bank Rate, and

recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

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

41.5 Waiver

41.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) Shall not affect the validity or enforceability of this Agreement in any manner.

41.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

41.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement

(a) no review, comment or approval by the Authority or the Independent Engineer of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and

(b) The Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

41.7 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition orother undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

41.8 Survival

41.8.1 Termination shall:

(a) Not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

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

41.9 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

41.10 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

41.11 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

41.12 Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement including any Concessionaire's Contractor.

41.13 Successors and assigns

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

41.14 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority.

Attention: Mr. Rakesh Kumar
Designation: Managing Director
Address: DSS 378, sector 16-17, Hisar Haryana, India,125001
Email: Tender@gawar.in

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in the Delhi it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

Name: Mr. Manish Asati,
Designation: General Manager (Tech)
Address: National Highway Authority of India
G-5&6, Sector -10, Dwarka, New Delhi - 110075
Email : manishasati@nhai.org and

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

41.15 Language

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

41.16 Counterparts

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

41.17 **State Support Agreement**

The Concessionaire acknowledges that it has received from the Authority a certified true copy of the agreement executed between MORTH and the State Government for providing the support and services specified therein (the "**State Support Agreement**"), and the Parties hereto agree to make their best endeavors to procure the support of the State Government.

ARTICLE 42

DEFINITIONS

42.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

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

(a) on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and the Reference Date;

"Affected Party" shall have the meaning as set forth in Clause 28.1;

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

"Annuity Payments" shall have the meaning as set forth in Clause 23.6.2;

"Annuity Payment Date" shall have the meaning as set forth in Clause 23.6.2;

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

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of this Agreement;

"Appointed Date" means the date on which Financial Close is achieved and every Condition Precedent is satisfied, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period;

"Associate" or "Affiliate" means, in relation to either Party and/or Selected bidder, a person who controls, is controlled by, or is under the common control with such Party or Selected bidder (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and Policies of such person, whether by operation of law or by contract or otherwise);

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

"Authority Default" shall have the meaning as set forth in Clause 31.2.1;

"Authority Indemnified Persons" shall have the meaning set forth in Clause 36.1.1;

"Authority Representative" means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

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

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

"Bid" means the documents in their entirety comprised in the bid submitted by the selected bidder in response to the Request for Proposals in accordance with the provisions thereof and **"Bids"** shall mean the bids submitted by any and all pre-qualified bidders;

"Bid Date" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

"Bid Project Cost" shall have the meaning as set forth in Clause 23.1;

"Bid Security" means the security provided by the Concessionaire to the Authority along with the Bid, in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

"COD" or "Commercial Operation Date" shall have the meaning as set forth in Clause 15.1.1;

"CPI (IW)" means the Consumer Price Index for Industrial Workers as published by the Labour Bureau, Government of India and shall include any index which substitutes the CPI (IW), and any reference to CPI (IW) shall, unless the context otherwise requires, be construed as a reference to the CPI (IW) published for the period ending with the preceding quarter;

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

(a) The enactment of any new Indian law;

(b) The repeal, modification or re-enactment of any existing Indian law;

(c) The commencement of any Indian law which has not entered into effect until the Bid Date;

(d) a change in the interpretation or application of any Indian lawby a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or

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

"Change in Ownership" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the selected bidder, together with its Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during Construction Period and two years thereafter; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or bid, as the case may be,) in the proportion of the equity holding of the selected bidder to the total Equity, if it occurs prior to completion of a period two years after COD, shall constitute Change in Ownership;

"Change of Scope" shall have the meaning as set forth in Clause 16.1.1;

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

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

"Completion Cost" shall have the meaning as set forth in Clause 23.6.1

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

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

"Concession Period" means the period starting on and from Appointed Date and ending on the Transfer Date. For avoidance of doubt it is clarified that the Concession Period shall include the Construction Period plus a fixed period of 15 years of Operation & Maintenance Period from the COD;

"Concessionaire Default" shall have the meaning as set forth in Clause 31.1.1;

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

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

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

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

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) Not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) Not in any way be extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Independent Engineer to accord their approval;

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

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

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

(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and

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

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

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

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

"Dispute" shall have the meaning as set forth in Clause 38.1.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes as set forth in Article 38;

"Divestment Requirements" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 32.1;

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programmers, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

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

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

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

"Emergency" means a condition or situation that is likely to endanger the security of the individuals on or about the Project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrances" means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein but excluding utilities referred to in Clause 11.1;

"Equity" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible

instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;

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

"Escrow Agreement" shall have the meaning as set forth in Clause 25.1.2;

"Escrow Bank" shall have the meaning as set forth in Clause 25.1.1;

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

"Estimated Project Cost" shall be the cost estimated by the Authority for development of the Project and provided in the Request for Proposal Volume –I – Instructions to Bidders.

"Financial Close" means the fulfillment of all conditions precedent to the initial availability of funds under the Financing Agreements which shall be communicated by the Lender's Representative to the Authority in writing. Such communication from Lender's Representative shall be treated as date on which the Financial Close is achieved;

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

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

"Financial Package" means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all financial assistance specified in the Financing Agreements and Subordinated Debt, if any;

"Financing Agreements" means the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.2.3;

"Force Majeure" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 28.1;

"GOI" means the Government of India;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner and for providing safe, economical, reliable and efficient use of the Project;

"Government" means the Government of the India;

"Government Instrumentality" means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"Indemnified Party" means the Party entitled to the benefit of an indemnity pursuant to Article 36;

"Indemnifying Party" means the Party obligated to indemnify the other Party pursuant to Article 36;

"Independent Engineer" shall have the meaning as set forth in Clause 21.1;

"Indirect Political Event" shall have the meaning as set forth in Clause 28.3;

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 26, and includes all insurances required to be taken out by the Concessionaire under Clause 26.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"Intellectual Property" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

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

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

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

"Licensed Premises" shall have the meaning as set forth in Clause 10.2.2;

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

"Maintenance Manual" shall have the meaning as set forth in Clause 17.3.1;

"Maintenance Program" shall have the meaning as set forth in Clause 17.4.1;

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

"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

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

"Non-Political Event" shall have the meaning as set forth in Clause 28.2;

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

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

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

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

"O&M Inspection Report" shall have the meaning as set forth in Clause 19.2;

"O&M Payments" shall have the meaning as set forth in Clause 23.7.1;

"Operation Period" means the operation and maintenance period of 15 (fifteen) years commencing from COD and ending on the Transfer Date;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually;

"Payment Milestone" shall have the meaning as set forth in Clause 23.4;

"Performance Guarantee" shall have the meaning as set forth in Clause 33.2.3;

"Performance Security" shall have the meaning as set forth in Clause 9.1.1;

"Physical Progress" shall mean the physical construction of the Project completed by the Concessionaire and shall be measured as per the assessment done by the Independent Engineerin accordance with Clause 23.4 of this Agreement.

"Political Event" shall have the meaning as set forth in Clause 28.4;

"Price Index" shall comprise:

(a) 70% (seventy per cent) of WPI; and

(b) 30% (thirty per cent) of CPI (IW),

Which constituents may be substituted by such alternative index or indices as the Parties may by mutual consent determine;

"Price Index Multiple" shall have the meaning set forth in 23.2.3;

"Project" means the construction, operation and maintenance of the Project in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project in Site comprising the existing road comprising NH-911 Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

"Project Agreements" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Escrow Agreement, Substitution Agreement, or any agreement for procurement of goods and services involving a consideration of up to Rs. 25 crore (twenty five crore)[6];

"Project Assets" means all physical and other assets relating to and forming part of the Site including (a) rights over the Site in the form of license, Right of Way or otherwise; (b) tangible assets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road over

[6] This may be fixed at the higher of (a) 2% (two per cent) of Total Project Cost and (b) Rs. 25 (twenty five) crore.

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

bridges, drainage works, traffic signals, sign boards, kilometer-stones, toll plaza(s), electrical systems, communication systems, rest areas, relief centers, maintenance depots and administrative offices; (c) Project Facilities situated on the Site; (d) all rights of the Concessionaire under the Project Agreements; (e) financial assets, such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits and authorizations relating to or in respect of the Project;

"Project Completion Schedule" means the progressive Project Milestones set forth in Schedule-G for completion of the Project on or before the Scheduled Completion Date;

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

"Project Highway" means the Site comprising the existing road comprising NH-911 Khajuwala - Poogal Section (Design Chainage 0+000 To 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725)and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement;

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

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

"Punch List" shall have the meaning ascribed to it in Clause 14.3.1 and, if applicable, shall only include any or all of the below:

(i) plantation of avenue trees along the edge of the RoW and other landscaping works within RoW
(ii) completion of work on Provision of Unlined Roadside Drains
(iii) lining of roadside drains in identified stretches
(iv) construction of rest areas, as approved
(v) completion of Fencing Works of RoW
(vi) turfing on embankment slopes in identified sections
(vii) pointing to Stone Masonry works in identified Cross Drainage Structures
(viii) stone Pitching at identified locations

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

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

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

Gawar Khan Highway Pvt. Ltd. HISAR

"Reference Index Date" means, in respect of the specified date or month, as the case may be, that last day of the preceding month with reference to which the Price Index or any constituent thereof is revised and in the event such revision has not been notified, the last such Price Index or any constituent thereof shall be adopted provisionally and used until the Price Index or such constituent thereof is revised and notified;

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

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

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

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

"Scheduled Completion Date" shall have the meaning as set forth in Clause 12.3.1;

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

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

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

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, as set forth in Schedule-D, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project submitted by the Concessionaire to, and expressly approved by, the Authority;

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

"Statutory Auditors" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013, including any re-enactment or amendment thereof, for the time being in force, and appointed in accordance with Clause 27.2.1;

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

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(a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and

(b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and 6 (six) month LIBOR (London Inter-Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due 1 (one) year prior to the Transfer Date;

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

"Substitution Agreement" shall have the meaning as set forth in Clause 34.3.1;

"Suspension" shall have the meaning as set forth in Clause 30.1;

"Taxes" means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"Termination" means the expiry or termination of this Agreement and the Concession hereunder;

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

"Termination Payment" means the amount payable by the Authority to the Concessionaire, under and in accordance with the provisions of this Agreement, upon Termination;

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

"Total Project Cost" means 60 % (sixty percent) of the Bid Project Cost specified in Clause 23.1;

provided that in the event WPI increases, on an average, by more than 3% (three per cent) per annum for the period between the Bid Date and COD, the amount hereinbefore specified shall be increased such that the effect of increase in WPI, in excess of such 3% (three per cent), is reflected in the Total Project Cost;

Gawar Khajuwala Highway Pvt. Ltd. HISAR

provided further that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Debt Due, as the case may be, in accordance with the provisions of this Agreement;

Provided also that the Total Project Cost shall not exceed 60% of the actual capital expenditure on the Project and capitalized in the books of accounts of the Concessionaire as certified by the Statutory Auditor. ;

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

"User" means a person who uses or intends to use the Project or any part thereof in accordance with the provisions of this Agreement and Applicable Laws;

"Vesting Certificate" shall have the meaning as set forth in Clause 32.4; and

"WPI" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest monthly WPI published no later than 30 (thirty) days prior to the date of consideration hereunder.

Gawar Khajuwala Poogal Highway Pvt. Ltd. HISAR

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

SIGNED, SEALED AND

DELIVERED

For and on behalf of

THE NATIONAL HIGHWAYS AUTHORITY OF INDIA by:

Signature:
Name: Manish Asati
Designation: General Manager (Raj)-II
National Highways Authority of India
G-5&6, Sector-10, Dwarka,
New Delhi – 110075

In the presence of:

1. Signature :
   Name : S.K. Mishra
   Address : NHAI - Delhi

2. Signature : Anup Sharma
   Name : ANUP SHARMA
   Address : NHAI - Delhi

SIGNED, SEALED AND

DELIVERED

For and on behalf of

GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED by:

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

Signature:
Name: Mr. Inderjeet Godara
Designation: Authorised Signatory
M/s Gawar Khajuwala Bap Highway Private Limited
DSS-378, Sector 16-17, Hisar, Haryana-125001 (India)

Pursuant to authorization under resolution passed by the Board of Directors of Concessionaires in their meeting held on the 23rd day of April 2018.

In the presence of:

1. Signature :
   Name : Sandeep
   Address : House No- 104
   Sector- 55, Gurgaon

2. Signature : Anil Kumar
   Name : Anil Kumar Gaur
   Address : Vpo - Balsamand - Hisar

इसके साक्ष्यस्वरूप दोनों पक्षों ने इस करार को ऊपर लिखी तिथि, माह और वर्ष को निष्पादित किया और सुपुर्द किया।

के लिए और की ओर से हस्ताक्षर करके, मुहर बंद करके सौंप दिया। **भारतीय राष्ट्रीय राजमार्ग प्राधिकरण**	के लिए और की ओर से हस्ताक्षर करके, मुहर बंद करके सौंप दिया। **मैसर्स गावर खाजूवाला बाप हाईवे प्राइवेट लिमिटेड**
द्वारा	द्वारा
हस्ताक्षरः **नामः मनीष असाटी** **पदनामः महाप्रबंधक (राजस्थान)-II** भारतीय राष्ट्रीय राजमार्ग प्राधिकरण जी–5 और 6, सेक्टर –10, द्वारका, नई दिल्ली–110075	**हस्ताक्षर :** **नामः इन्द्रजीत गोदारा** **पदनामः प्राधिकृत हस्ताक्षरकर्ता** मैसर्स गावर खाजूवाला बाप हाईवे प्राइवेट लिमिटेड डीएसएस-378, सैक्टर 16-17, हिसार, हरियाणा – 125001 (भारत)

रियायतग्राही के निदेशक मण्डल की 23 अप्रैल, 2018 को हुई अपनी बैठक में पारित प्राधिकार के अनुसरण में

की उपस्थिति में : 1. हस्ताक्षर नाम सुशील कुमार मिश्रा पता भा.रा.रा.प्रा. – नई दिल्ली 2. हस्ताक्षर नाम अनूप शर्मा पता भा.रा.रा.प्रा., नई दिल्ली	की उपस्थिति में : 1. हस्ताक्षर नाम सन्दीप पता मकान नं:– 104 सेक्टर– 55, गुड़गाव 2. हस्ताक्षर नाम Anil Loura पता H.No. Balsamand-Hisar

Schedules

SCHEDULE - A

SITE OF THE PROJECT

1. The Site

1.1. Site of the Two Lane Project Highway shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.

1.2. The dates of handing over the Right of Way to the Contractor are specified in Annex-II of this Schedule-A.

1.3. An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Contractor, and such inventory shall form part of the memorandum referred to in Clause 8.2.1 of this Agreement.

1.4. The alignment plans of the Project Highway are specified in Annex-III. The proposed profile of the project highways shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The contractor, however, may improve/upgrade the road profile as indicated in Annexure-III based on site/design requirement.

1.5. The status of the environment clearances obtained or awaited is given in Annex IV.

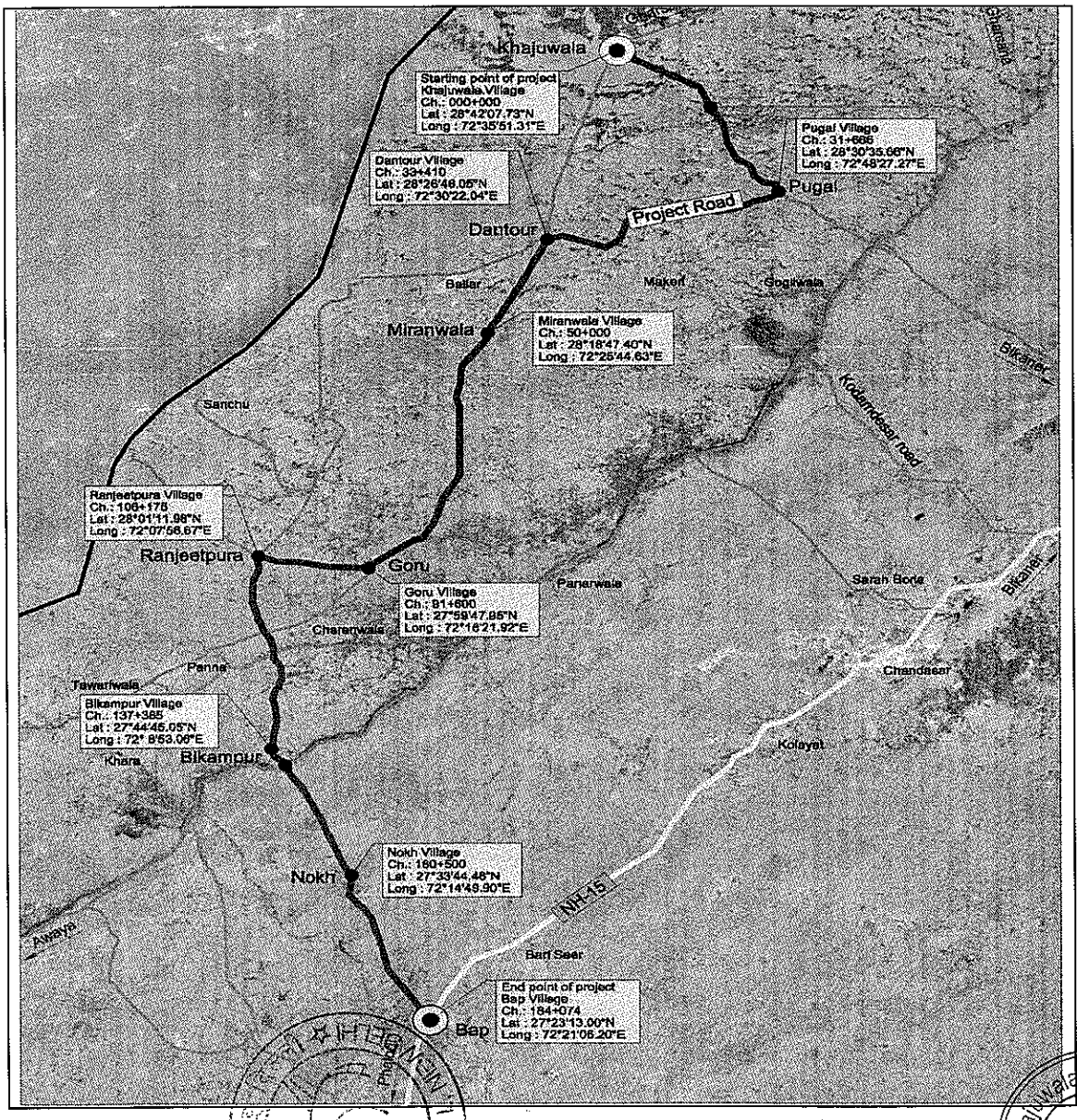
ANNEX - I
SCHEDULE - A

1. Site

The site of Two lane Project highway comprises of road under Package No. NHAI/BM/10 Category-III includes following two stretches under Bharatmala Scheme in the state of Rajasthan;

- Poogal – Dantour – Jaggasar – Gokul - Goddu - Ranjitpura – Charanwal – Naukh – Bap
- Poogal – Alladin ka Bera – Beriwanwala (Khajuwala)

The land, carriageway and structures comprising the Site are described below.



2. Land

The Site of the Project Highway comprises the land described below:

SI NO	Name of Place		Existing Chainage in Km		Design Chainage in Km		Length in km	Existing ROW
	From	To	From	To	From	To		
Poogal to Bap								
1	Poogal	11-14 AD	00+000	01+850	00+000	01+848	1.848	24
2	11-14 AD	8MM	01+850	02+240	01+848	02+238	0.39	22
3	8MM	11-14 AD	02+240	02+450	02+238	02+448	0.21	15
4	11-14 AD	11-14 AD	02+450	04+925	02+448	04+923	2.475	24
5	11-14 AD	13AD(A)	04+925	05+500	04+923	05+498	0.575	15
6	13AD(A)	7KWM	05+500	08+150	05+498	08+148	2.65	24
7	7KWM	7KWM	08+150	08+375	08+148	08+373	0.225	15
8	7KWM	8KWM	08+375	10+150	08+373	10+148	1.775	20
9	8KWM	10KWM	10+150	12+425	10+148	12+423	2.275	24
10	10KWM	1KHM	12+425	13+500	12+423	13+498	1.075	20
11	1KHM	1KHM	13+500	15+300	13+498	15+298	1.8	18
12	1 KHM	Dantour	15+300	33+410	15+298	33+375	18.077	30
13	Dantour	Jagasar	33+410	50+075	33+375	50+030	16.655	25
14	Jagasar	Ranjeetpura	50+075	106+180	50+030	105+500	55.47	45
15	Ranjeetpura	Bap	106+180	183+681	105+500	182+725	78.225	30

SI NO	Name of Place		Existing Chainage in Km		Design Chainage in Km		Length in km	Existing ROW
	From	To	From	To	From	To		
Khajuwala to Poogal								
1	Khajuwala	Poogal	00+000	31+668	00+000	31+619	31.619	25

3. Carriageway

The present carriageway of the Project Highway varies from single to two lane with earthen shoulder. The type of the existing pavement is flexible.

SI NO	Existing Chainage		Design Chainage		Total Length in Km	Existing Carriage way	Remarks
	From	To	From	To			
Poogal to Bap							
1	00+000	14+875	00+000	14+873	14.873	3.75	
2	14+875	33+550	14+873	33+535	18.662	5.5	Between design CH 31+600 km and CH 35+000 km existing carriageway width is zero as it has been realigned.
3	33+550	50+250	33+535	50+210	16.675	7	Between design CH 31+600 km and CH 35+000 km existing carriageway width is zero as it has been realigned.

SI NO	Existing Chainage		Design Chainage		Total Length in Km	Existing Carriage way	Remarks
	From	To	From	To			
4	50+250	91+650	50+210	91+300	41.09	3.75	Between design CH 90+740 km and CH 92+710 km existing carriageway width is zero as it has been realigned.
5	91+650	106+250	91+300	104+890	13.59	7	Between design CH 90+740 km and CH 92+710 km and between design CH 105+120 km and CH 106+030 km existing carriageway width is zero as it has been realigned.
6	106+250	183+681	104+890	182+725	77.835	3.75	Between design CH 105+120 km and CH 106+030 km existing carriageway width is zero as it has been realigned.

SI NO	Existing Chainage		Design Chainage		Total Length in Km	Existing Carriage way	Remarks
	From	To	From	To			
Khajuwala to Poogal							
1	00+000	31+668	00+000	31+619	31.619	7	

4. Major Bridges

NIL

5. Road over-bridges (ROB)/ Road under-bridges (RUB)

NIL

6. Grade Separators

NIL

7. Minor Bridges

The Site includes the following minor bridges:

Sr.No	Existing Chainage in Km	Type of Structure			No of Spans with span length in m	Width of Deck in m
		Foundation	Sub Structure	Superstructure		
Khajuwal to Pugal						
1	16 + 160	Open Foundation	P.C.C / Masonry Abutment Type Wall	R.C.C	1 x 8.20	12.700

Sr.No	Existing Chainage in Km	Type of Structure			No of Spans with span length in m	Width of Deck in m
		Foundation	Sub Structure	Superstructure		
2	18 + 857	Open Foundation	P.C.C / Masonry Abutment Type Wall	R.C.C	1 x 6.90	12.960
Pugal to Bap						
1	82 + 670	Open Foundation	P.C.C / Masonry Abutment Type Wall	R.C.C	1 x 6.70	8.200
2	122 + 000	Open Foundation	Stone Masonry	R.C.C	1 x 11.00	8.200
3	138 + 810	Open Foundation	C.R Masonry	R.C.C	3 x 3.00	6.150
4	140 + 280	Open Foundation	P.C.C / Masonry Abutment Type Wall	R.C.C	4 x 10.30	8.500

8. Railway Level Crossings

The Site includes the following railway level crossings:

Sr. No.	Existing Chainage/Location (Km)	Type of Track	Remarks
Poogal to Bap			
Nil			

Sr. No.	Existing Chainage/Location (Km)	Type of Track	Remarks
Khajuwala to Poogal			
Nil			

9. Underpasses (vehicular, non-vehicular)

NIL

10. Culverts

The Site has the following culverts:

Culverts between Poogal and Bap

Sr.No	Existing Chainage in Km	Type of Culvert (Slab/Box/Pipe/Syphon)	No x Span/ Opening with span length (m)	Width (m) Overall width
Pugal to Bap				
1	1 + 370	Pipe Culvert	1 x 400 dia	
2	2 + 465	Syphon Pipe	1 x 350 dia	10.70

Sr.No	Existing Chainage in Km	Type of Culvert (Slab/Box/Pipe/Syphon)	No x Span/ Opening with span length (m)	Width (m) Overall width
Pugal to Bap				
3	3 + 493	Pipe Culvert	1 x 600 dia	9.70
4	5 + 145	Syphon Pipe	1 x 600 dia	6.60
5	5 + 225	Syphon Pipe	1 x 600 dia	26.75
6	6 + 070	Syphon Pipe	1 x 600 dia	12.50
7	6 + 310	Syphon Pipe	1 x 600 dia	13.00
8	6 + 580	Syphon Pipe	1 x 600 dia	12.00
9	7 + 350	Syphon Pipe	1 x 600 dia	10.10
10	8 + 130	Syphon Pipe	1 x 600 dia	10.25
11	8 + 635	Syphon Pipe	1 x 600 dia	10.00
12	9 + 142	Syphon Pipe	1 x 600 dia	10.70
13	13 + 155	Pipe Culvert	1 x 600 dia	7.52
14	13 + 255	Pipe Culvert	1 x 600 dia	8.20
15	14 + 170	Syphon Pipe	1 x 600 dia	7.50
16	16 + 997	Pipe Culvert	1 x 600 dia	7.00
17	17 + 625	Slab Culvert	1 x 3.60	9.20
18	18 + 872	Syphon Pipe	1 x 600 dia	8.40
19	19 + 392	Syphon Pipe	1 x 600 dia	15.50
20	20 + 200	Syphon Pipe	1 x 600 dia	13.10
21	20 + 800	Pipe Culvert	1 x 600 dia	23.00
22	22 + 635	Syphon Pipe	1 x 600 dia	10.70
23	22 + 890	Pipe Culvert	1 x 600 dia	13.30
24	25 + 215	Pipe Culvert	1 x 600 dia	13.30
25	27 + 092	Syphon Pipe	1 x 600 dia	8.00
26	28 + 930	Pipe Culvert	1 x 600 dia	9.70
27	29 + 400	Syphon Pipe	1 x 600 dia	7.70
28	30 + 630	Pipe Culvert	1 x 600 dia	7.70
29	31 + 100	Syphon Pipe	1 x 600 dia	7.70
30	33 + 925	Slab Culvert	1 x 1.60	11.90
31	35 + 010	Slab Culvert	1 x 1.60	12.10
32	36 + 510	Slab Culvert	1 x 1.60	12.10
33	38 + 035	Slab Culvert	1 x 1.60	12.10
34	38 + 905	Pipe Culvert	1 x 600 dia	8.20
35	38 + 915	Slab Culvert	1 x 1.60	12.10
36	39 + 370	Slab Culvert	1 x 1.60	12.10
37	39 + 485	Slab Culvert	1 x 1.60	12.10
38	39 + 620	Slab Culvert	1 x 1.60	12.10
39	40 + 850	Slab Culvert	1 x 2.80	12.90
40	42 + 580	Slab Culvert	1 x 1.60	12.50
41	42 + 885	Slab Culvert	1 x 1.60	12.10

Sr.No	Existing Chainage in Km	Type of Culvert (Slab/Box/Pipe/Syphon)	No x Span/ Opening with span length (m)	Width (m) Overall width
Pugal to Bap				
42	43 + 200	Slab Culvert	1 x 1.60	12.10
43	44 + 280	Slab Culvert	1 x 1.60	12.10
44	45 + 400	Slab Culvert	1 x 3.60	12.10
45	45 + 835	Slab Culvert	1 x 1.60	12.10
46	48 + 730	Slab Culvert	1 x 1.60	12.10
47	49 + 035	Slab Culvert	1 x 1.60	12.10
48	49 + 625	Slab Culvert	1 x 1.60	12.10
49	49 + 630	Pipe Culvert	1 x 600 dia	20.00
50	49 + 950	Slab Culvert	1 x 1.50	12.70
51	52 + 805	Syphon Pipe	1 x 600 dia	12.74
52	53 + 010	Slab Culvert	1 x 2.10	17.55
53	53 + 830	Syphon Pipe	1 x 600 dia	12.60
54	55 + 515	Syphon Pipe	1 x 600 dia	12.60
55	56 + 965	Syphon Pipe	1 x 600 dia	13.60
56	58 + 450	Pipe Culvert	1 x 600 dia	12.70
57	61 + 095	Syphon Pipe	1 x 600 dia	13.20
58	61 + 605	Syphon Pipe	1 x 600 dia	12.80
59	62 + 125	Syphon Pipe	1 x 600 dia	12.70
60	62 + 845	Slab Culvert	1 x 3.60	16.85
61	67 + 320	Syphon Pipe	1 x 600 dia	9.80
62	68 + 865	Pipe Culvert	1 x 600 dia	15.20
63	71 + 040	Syphon Pipe	1 x 600 dia	12.80
64	71 + 655	Syphon Pipe	1 x 600 dia	12.50
65	72 + 430	Syphon Pipe	1 x 600 dia	10.50
66	73 + 040	Pipe Culvert	1 x 600 dia	8.90
67	73 + 310	Syphon Pipe	1 x 600 dia	10.00
68	73 + 765	Slab Culvert	1 x 2.90	17.00
69	75 + 190	Syphon Pipe	1 x 600 dia	10.00
70	76 + 615	Syphon Pipe	1 x 600 dia	24.80
71	77 + 090	Pipe Culvert	1 x 600 dia	7.72
72	77 + 520	Pipe Culvert	-	12.60
73	77 + 900	Syphon Pipe	1 x 600 dia	7.60
74	78 + 330	Syphon Pipe	1 x 600 dia	12.50
75	79 + 075	Pipe Culvert	-	7.80
76	82 + 895	Pipe Culvert	1 x 600 dia	9.30
77	83 + 105	Pipe Culvert	-	10.00
78	85 + 085	Syphon Pipe	1 x 600 dia	12.50
79	85 + 705	Syphon Pipe	1 x 600 dia	12.50
80	87 + 325	Slab Culvert	1 x 4.00	8.80
81	87 + 470	Syphon Pipe	1 x 600 dia	7.80

Sr.No	Existing Chainage in Km	Type of Culvert (Slab/Box/Pipe/Syphon)	No x Span/ Opening with span length (m)	Width (m) Overall width
Pugal to Bap				
82	89 + 650	Syphon Pipe	1 x 500 dia	5.60
83	89 + 970	Syphon Pipe	1 x 600 dia	5.80
84	90 + 835	Syphon Pipe	1 x 600 dia	9.80
85	93 + 645	Syphon Pipe	1 x 600 dia	11.90
86	94 + 455	Syphon Pipe	1 x 600 dia	12.60
87	95 + 155	Syphon Pipe	1 x 600 dia	10.00
88	99 + 945	Syphon Pipe	1 x 600 dia	12.30
89	102 + 000	Syphon Pipe	1 x 600 dia	12.10
90	103 + 290	Syphon Pipe	1 x 600 dia	12.00
91	103 + 727	Syphon Pipe	1 x 600 dia	12.80
92	104 + 515	Syphon Pipe	1 x 600 dia	12.60
93	104 + 787	Pipe Culvert	1 x 600 dia	11.90
94	105 + 145	Pipe Culvert	-	11.20
95	105 + 305	Syphon Pipe	1 x 600 dia	12.30
96	105 + 520	Pipe Culvert	1 x 600 dia	12.85
97	105 + 790	Pipe Culvert	-	12.50
98	109 + 250	Slab Culvert	1 x 4.60	10.60
99	111 + 180	Syphon Pipe	1 x 600 dia	10.14
100	111 + 890	Syphon Pipe	1 x 600 dia	6.30
101	112 + 895	Syphon Pipe	1 x 600 dia	6.40
102	113 + 290	Slab Culvert	1 x 2.60	6.80
103	113 + 520	Pipe Culvert	1 x 600 dia	7.20
104	113 + 665	Syphon Pipe	1 x 600 dia	8.14
105	113 + 820	Slab Culvert	1 x 2.10	13.00
106	115 + 120	Slab Culvert	1 x 2.60	7.00
107	116 + 965	Slab Culvert	1 x 2.60	7.15
108	118 + 090	Slab Culvert	1 x 2.60	6.80
109	119 + 850	Slab Culvert	1 x 2.60	7.00
110	120 + 740	Syphon Pipe	1 x 600 dia	10.30
111	121 + 050	Syphon Pipe	1 x 600 dia	12.70
112	121 + 285	Syphon Pipe	1 x 600 dia	12.55
113	122 + 980	Syphon Pipe	1 x 600 dia	9.85
114	123 + 635	Pipe Culvert	1 x 600 dia	9.70
115	125 + 130	Syphon Pipe	1 x 600 dia	15.00
116	126 + 130	Syphon Pipe	1 x 600 dia	10.15
117	127 + 600	Slab Culvert	1 x 4.75	8.40
118	127 + 665	Syphon Pipe	1 x 600 dia	13.04
119	129 + 230	Pipe Culvert	1 x 600 dia	9.40
120	131 + 110	Slab Culvert	1 x 1.50	7.40
121	131 + 485	Slab Culvert	1 x 1.50	7.40

Gawar Khajuwala to Bap Highway Pvt. Ltd. HISAR

Sr.No	Existing Chainage in Km	Type of Culvert (Slab/Box/Pipe/Syphon)	No x Span/ Opening with span length (m)	Width (m) Overall width
Pugal to Bap				
122	131 + 560	Syphon Pipe	1 x 600 dia	12.50
123	132 + 715	Slab Culvert	1 x 2.60	7.45
124	132 + 790	Syphon Pipe	1 x 600 dia	12.70
125	134 + 025	Slab Culvert	1 x 1.40	7.25
126	136 + 835	Slab Culvert	1 x 6.00	11.50
127	161 + 650	Pipe Culvert	6 x 900 dia	7.50
128	163 + 040	Slab Culvert	1 x 3.30	8.40
129	163 + 470	Slab Culvert	1 x 3.35	8.30
130	165 + 495	Slab Culvert	-	8.30
131	167 + 265	Slab Culvert	-	8.10
132	173 + 790	Slab Culvert	1 x 3.35	8.20
133	179 + 930	Slab Culvert	1 x 2.60	7.45
134	180 + 110	Slab Culvert	1 x 2.60	7.30
135	180 + 315	Slab Culvert	1 x 2.60	7.30

Culverts between Khajuwala to Poogal

Sr.No	Existing Chainage in Km	Type of Culvert (Slab/Box/Pipe/Syphon)	No x Span/ Opening with span length (m)	Width (m) Overall width
Khajuwal to Pugal				
1	0 + 245	Slab Culvert	1 x 1.65	12.10
2	0 + 530	Slab Culvert	1 x 1.70	12.20
3	1 + 165	Slab Culvert	1 x 1.60	12.02
4	2 + 035	Slab Culvert	1 x 1.60	12.00
5	2 + 075	Slab Culvert	1 x 1.80	12.10
6	2 + 625	Slab Culvert	1 x 1.60	11.30
7	3 + 170	Slab Culvert	1 x 1.60	12.02
8	3 + 700	Slab Culvert	1 x 1.70	12.22
9	4 + 280	Pipe Culvert	1 x 400 dia	12.10
10	4 + 870	Slab Culvert	1 x 1.50	11.96
11	5 + 370	Slab Culvert	1 x 1.60	12.06
12	5 + 725	Slab Culvert	1 x 1.80	11.99
13	6 + 570	Slab Culvert	1 x 5.80	14.17
14	6 + 840	Slab Culvert	1x 1.60	12.26
15	7 + 035	Slab Culvert	1 x 1.60	11.90
16	7 + 410	Slab Culvert	1 x 1.70	12.16
17	7 + 645	Slab Culvert	1 x 1.70	11.97
18	7 + 970	Slab Culvert	1 x 1.65	11.99
19	8 + 810	Slab Culvert	1 x 1.60	12.26

Gawar Khajuwala Bap Highway Pvt. Ltd. HISAR

Sr.No	Existing Chainage in Km	Type of Culvert (Slab/Box/Pipe/Syphon)	No x Span/ Opening with span length (m)	Width (m) Overall width
Khajuwal to Pugal				
20	9 + 925	Slab Culvert	1 x 1.60	12.70
21	11 + 055	Slab Culvert	1 x 1.60	11.90
22	11 + 370	Slab Culvert	1 x 2.10	11.78
23	12 + 635	Slab Culvert	1 x 1.60	11.58
24	13 + 615	Slab Culvert	1 x 3.35	14.56
25	14 + 370	Slab Culvert	1 x 1.60	12.11
26	14 + 615	Syphon Pipe	1 x 300 dia	12.20
27	15 + 265	Slab Culvert	1 x 1.60	12.00
28	15 + 800	Slab Culvert	1 x 3.65	12.58
29	16 + 590	Slab Culvert	1 x 1.90	12.00
30	16 + 890	Slab Culvert	1 x 2.10	12.10
31	17 + 470	Slab Culvert	1 x 2.05	11.97
32	17 + 725	Slab Culvert	1 x 2.10	11.80
33	19 + 080	Slab Culvert	1 x 1.55	11.95
34	19 + 330	Slab Culvert	1 x 2.15	12.20
35	19 + 575	Slab Culvert	1 x 1.90	11.85
36	19 + 795	Slab Culvert	1 x 2.10	12.00
37	21 + 895	Slab Culvert	1 x 2.10	12.00
38	22 + 385	Slab Culvert	1 x 2.00	12.20
39	22 + 915	Slab Culvert	1 x 2.05	11.80
40	23 + 670	Slab Culvert	1 x 2.10	11.90
41	23 + 675	Syphon Pipe	1 x 600 dia	12.64
42	24 + 605	Syphon Pipe	1 x 600 dia	12.53
43	25 + 295	Syphon Pipe	1 x 600 dia	12.62
44	25 + 970	Slab Culvert	1 x 2.00	12.10
45	26 + 955	Syphon Pipe	1 x 600 dia	12.50
46	27 + 500	Slab Culvert	1 x 2.10	11.96
47	28 + 120	Slab Culvert	1 x 5.30	27.70
48	29 + 035	Slab Culvert	1 x 2.00	11.82
49	29 + 225	Syphon Pipe	1 x 600 dia	12.46
50	29 + 555	Slab Culvert	1 x 2.20	11.12
51	30 + 030	Syphon Pipe	1 x 600 dia	12.30

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11. Bus bays

The details of bus bays on the Site area as follows:

SI NO	Chainage (km)	Location	Length (m)	Left Hand Side	Right Hand Side
Poogal to Bap					
1	Chhagoliya	09+137		LHS	
2	--	45+394			RHS
3	Maganwala	47+257			RHS
4	--	52+981		LHS	
5	Medium Fanta	61+075		LHS	
6	Gokul Road	71+912		LHS	
7	--	72+595			RHS
8	--	73+790			RHS
9	--	75+409		LHS	
10	--	76+669			RHS
11	--	97+895		LHS	
12	--	118+615			RHS
13	Charanwala	125+925			RHS
14	Mahangath, Bajju	140+610		LHS	
15	Sawar Gaon	165+225		LHS	

SI NO	Chainage (km)	Location	Length (m)	Left Hand Side	Right Hand Side
Khajuwala to Poogal					
1	04+448	--	-	LHS	
2	09+105	--	-		RHS
3	13+562	--	-		RHS
4	16+215	--	-	LHS	
5	17+755	--	-		RHS
6	18+900	--	-		RHS
7	21+915	--	-		RHS
8	25+506	--	-	LHS	

12. Truck Lay byes

The details of truck lay byes are as follows:

SI NO	Chainage (km)	Length (m)	Left Hand Side	Right Hand Side
Poogal to Bap				
NIL				

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SI NO	Chainage (km)	Length (m)	Left Hand Side	Right Hand Side
Khajuwala to Poogal				
NIL				

13. Road side drains

The details of the road side drains are as follows: NIL

14. Major Junctions

The details of major junctions are as follows:

SI NO	Location	Chainage in Kms	At-grade	Separated	Category of Cross Road			
					NH	SH	MDR	Others
Poogal to Bap								
1	Poogal	0+000	At-grade	-	√			
2	Dantour	33+410	At-grade	-				√
3	Jaggasar	50+075	At-grade	-				√
4	Goru	91+650	At-grade	-		√		
5	Ranjeetpura	106+180	At-grade	-		√		
6		118+625	At-grade	-		√		
7	-	122+075	At-grade	-				√
8	Bikampur	140+510	At-grade	-				√

SI NO	Location	Chainage in Kms	At-grade	Separated	Category of Cross Road			
					NH	SH	MDR	Others
Khajuwala to Poogal								
1	Khajuwala	0+000	At-grade	-				√

15. Minor Junctions

The details of minor junctions are as follows:

SI NO	Location	Chainage (Km)	Category of Cross Road		
			Junction	Side	Cross road
Poogal to Bap					
1		1+410	T	LHS	BT
2	Devnagar	4+570	T	RHS	WBM
3		5+230	Y	LHS	BT
4		9+115	T	LHS	BT
5	Bhandowali	10+415	T	LHS	WBM
6	Bhandowali	10+495	T	LHS	WBM
7		10+605	T	LHS	WBM
8		11+170	T	RHS	BT
9	Gangajali	12+920	T	RHS	BT
10	Gangajali	13+055	T	RHS	WBM

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SI NO	Location	Chainage (Km)	Category of Cross Road		
			Junction	Side	Cross road
Poogal to Bap					
11		13+170	T	RHS	WBM
12		14+660	T	LHS	BT
13		17+475	T	LHS	WBM
14		17+720	T	RHS	WBM
15		22+110	T	RHS	WBM
16		22+630	T	RHS	WBM
17		26+315	T	LHS	BT
18		29+480	+	Both	BT
19	Dantour	32+450	T	LHS	BT
20	Dantour	32+570	T	RHS	BT
21	Dantour	32+600	T	LHS	WBM
22	Dantour	32+780	T	RHS	BT
23	Dantour	33+120	T	staggered	WBM
24	Dantour	33+635	T	RHS	BT
25		33+720	T	LHS	WBM
26		33+955	Y	LHS	WBM
27		41+440	Y	LHS	BT
28		42+615	Y	LHS	WBM
29		43+185	T	LHS	WBM
30		47+275	Y	RHS	WBM
31		47+310	Y	LHS	WBM
32		50+180	Y	LHS	BT
33		53+040	T	RHS	WBM
34		53+885	T	RHS	WBM
35	Taranwala	56+080	+	Both	BT
36		59+140	y	RHS	WBM
37		59+350	T	LHS	WBM
38		61+060	T	RHS	BT
39		61+880	T	LHS	BT
40		63+190	+	Both	BT
41	Dandkala	69+170	T	LHS	BT
42		71+685	T	LHS	BT
43	Gokul	71+900	T	RHS	WBM
44		72+660	T	RHS	BT
45		74+275	Y	RHS	WBM
46		75+410	Y	RHS	BT
47		82+730	+	Both	BT
48		83+980	+	Both	WBM
49		88+610	T	LHS	WBM
50		91+275	T	staggered	BT
51		91+425	T	RHS	BT
52		91+490	T	LHS	BT
53	Goru	91+790	T	LHS	WBM
54	Goru	92+080	T	LHS	WBM
55	Goru	92+300	T	staggered	WBM

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SI NO	Location	Chainage (Km)	Category of Cross Road		
			Junction	Side	Cross road
Poogal to Bap					
56		93+520	Y	LHS	BT
57		96+645	+	Both	WBM
58		97+880	T	LHS	WBM
59		98+950	Y	LHS	WBM
60		101+480	T	RHS	BT
61		120+720	Y	LHS	BT
62		123+815	T	LHS	WBM
63	Charanwala	125+420	T	LHS	WBM
64	Charanwala	125+905	T	LHS	PAVER BLOCK
65		127+625	T	LHS	BT
66		128+230	Y	RHS	WBM
67		133+960	T	LHS	WBM
68		136+650	T	LHS	BT
69	Bikampur	137+390	T	RHS	BT
70	Bikampur	138+225	T	RHS	CC ROAD
71		148+200	T	RHS	BT
72		149+650	Y	LHS	BT
73		156+700	T	RHS	BT
74	Naukh	161+325	T	RHS	WBM
75	Naukh	161+340	T	LHS	WBM
76	Naukh	161+450	T	LHS	PAVER BLOCK
77	Naukh	161+720	+	Both	LHS-CC RHS-BT
78		162+580	+	Both	LHS-BT RHS-WBM
79		164+190	Y	LHS	WBM
80	Swaragoan	165+025	+	LHS	LHS-WBM RHS- PAVER BLOCK
81	Swaragoan	165+210	T	LHS	WBM
82		168+130	Y	LHS	BT
83		168+190	T	RHS	BT
84		173+715	T	LHS	WBM
85		173+960	T	RHS	BT
86		174+845	T	LHS	BT

SI NO	Location	Chainage (Km)	Category of Cross Road		
			Junction	Side	Cross road
Khajuwala to Poogal					
1	10KJD	4+300	T	LHS	BT
2	10KJD	4+440	T	RHS	BT
3		6+820	T	LHS	WBM
4		9+090	T	LHS	BT
5	4ADM	13+160	T	LHS	WBM

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SI NO	Location	Chainage (Km)	Category of Cross Road		
			Junction	Side	Cross road
Khajuwala to Poogal					
6	1ADM	15+100	T	LHS	BT
7	10PB	17+740	+		WBM
8		18+935	T	LHS	BT
9	6BLD	21+930	T	RHS	BT
10		30+525	Y	LHS	BT
11	Poogal	31+350	T	LHS	WBM

16. Bypasses

NIL

17. Other Structures

A. Bus Shelters

Poogal to Bap			
Sr. No	Existing Chainage	Village	Side
1	09+137	Chhagoliya	LHS
2	45+394	--	RHS
3	47+257	Maganwala	RHS
4	52+981	--	LHS
5	61+075	Medium Fanta	LHS
6	71+912	Gokul Road	LHS
7	72+595	--	RHS
8	73+790	--	RHS
9	75+409	--	LHS
10	76+669	--	RHS
11	97+895	--	LHS
12	118+615	--	RHS
13	125+925	Charanwala	RHS
14	140+610	Mahangath, Bajju	LHS
15	165+225	Sawar Gaon	LHS

Khajuwala to Poogal			
Sr. No	Existing Chainage	Village	Side
1	04+448	--	LHS
2	09+105	--	RHS
3	13+562	--	RHS
4	16+215	--	LHS
5	17+755	--	RHS
6	18+900	--	RHS
7	20+915	--	RHS
8	25+506	--	LHS

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18. Service Roads:

NIL

19. Towns and Built up areas

SI NO	Built up Stretch (Township)	Location		Length
		From (Km)	To (Km)	
Poogal to Bap				
1	Poogal	00+000	00+600	600
2	-	17+400	17+800	400
3	Dantour	32+800	34+000	1200
4	Goru	91+150	92+100	950
5	Charanwala	125+410	126+050	640
6	Bikampur	140+520	141+050	530

SI NO	Built up Stretch (Township)	Location		Length
		From (Km)	To (Km)	
Khajuwala to Poogal				
1	Khajuwala	00+000	00+400	400
2	Poogal	31+350	31+668	318

20. Location of existing R.E. Wall

The details of existing RE wall are as follows:

Poogal to Bap				
Sr No	Existing Chainage		Length (m)	Side
	From	To		
1	17+243.60	17+321.80	78.20	LHS
2	17+241.62	17+330.66	89.04	RHS
3	17+800.00	17+880.86	80.86	LHS
4	17+778.55	17+876.65	98.10	RHS
5	20+700.00	20+841.22	141.22	LHS
6	20+712.04	20+839.10	127.06	RHS
7	23+633.00	23+791.09	158.09	LHS
8	23+634.45	23+805.22	170.77	RHS
9	25+114.59	25+204.72	90.13	RHS
10	32+143.06	32+447.19	304.13	LHS
11	32+113.86	32+458.15	344.29	RHS
12	33+960.96	34+217.55	256.59	LHS
13	33+961.49	34+217.45	255.96	RHS
14	35+542.18	35+670.79	128.61	LHS
15	35+542.87	35+679.69	136.82	RHS

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Poogal to Bap				
Sr No	Existing Chainage		Length (m)	Side
	From	To		
16	36+459.35	36+638.29	178.94	LHS
17	36+487.18	36+626.36	139.18	RHS
18	36+801.35	36+838.67	37.32	LHS
19	36+800.00	36+863.95	63.95	RHS
20	37+287.76	37+311.00	23.24	LHS
21	37+380.52	37+436.72	56.20	LHS
22	37+397.11	37+461.78	64.67	RHS
23	37+498.29	37+546.86	48.57	RHS
24	37+676.70	37+749.20	72.50	LHS
25	38+011.66	38+064.03	52.37	LHS
26	38+011.84	38+063.77	51.93	RHS
27	38+513.81	38+618.27	104.46	LHS
28	43+479.96	43+535.48	55.52	LHS
29	43+479.41	43+542.65	63.24	RHS
30	44+254.08	44+278.29	24.21	LHS
31	44+281.69	44+289.89	8.20	LHS
32	44+261.93	44+277.85	15.92	RHS
33	44+346.46	44+498.89	152.43	RHS
34	44+607.42	44+639.55	32.13	RHS
35	44+680.77	44+729.17	48.40	LHS
36	44+682.82	44+746.37	63.55	RHS
37	44+872.31	44+944.20	71.89	LHS
38	45+115.31	45+171.43	56.12	LHS
39	45+164.39	45+265.54	101.15	RHS
40	45+231.79	45+272.38	40.59	LHS
41	52+984.52	53+003.59	19.07	LHS
42	53+019.48	53+032.58	13.10	LHS
43	53+034.51	53+044.25	9.74	LHS
44	52+981.89	53+004.85	22.96	RHS
45	53+009.58	53+036.61	27.03	RHS
46	53+041.42	53+046.20	4.78	RHS
47	62+822.62	62+842.84	20.22	LHS
48	62+848.53	62+866.02	17.49	LHS
49	62+822.20	62+842.94	20.74	RHS
50	62+848.66	62+868.76	20.10	RHS
51	76+478.66	76+532.00	53.34	LHS
52	76+719.30	76+894.71	175.41	LHS
53	76+716.91	76+894.34	177.43	RHS
54	81+123.17	81+148.12	24.95	LHS
55	81+122.14	81+149.57	27.43	RHS
56	82+493.80	82+594.95	101.15	LHS
57	82+517.35	82+568.26	50.91	RHS
58	88+881.50	89+023.64	142.14	LHS

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Poogal to Bap				
Sr No	Existing Chainage		Length (m)	Side
	From	To		
59	88+886.06	89+007.40	121.34	RHS
60	121+940.02	121+966.68	26.66	LHS
61	121+948.59	121+976.93	28.34	RHS
62	144+323.51	144+400.46	76.95	LHS
63	145+212.14	145+287.75	75.61	RHS
64	179+908.89	179+927.39	18.50	LHS
65	179+930.68	180+114.00	183.32	LHS
66	180+117.65	180+313.41	195.76	LHS
67	180+316.61	180+401.38	84.77	LHS
68	179+916.32	179+927.35	11.03	RHS
69	179+930.87	180+114.03	183.16	RHS
70	180+117.64	180+313.87	196.23	RHS
71	180+317.55	180+328.46	10.91	RHS

Khajuwala to Poogal				
Sr No	Existing Chainage		Length	Side
	From	To		
1	11+102.23	11+127.58	25.35	RHS
2	11+291.57	11+339.37	47.80	LHS
3	11+291.57	11+339.37	47.80	RHS
4	11+386.88	11+520.31	133.43	LHS
5	11+669.55	11+701.27	31.72	RHS
6	11+883.18	11+923.26	40.08	LHS
7	13+455.82	13+527.70	71.88	LHS
8	13+650.00	13+675.90	25.90	LHS
9	13+661.00	13+692.58	31.58	RHS
10	28+122.17	28+124.53	2.36	LHS
11	28+131.09	28+139.41	8.32	LHS

21. Design Chainage corresponding to existing chainage

Existing Chainage		Proposed Chainage		Length
From (Km)	To (Km)	From (Km)	To (Km)	
Urban Area of Poogal on Poogal to Dantour				
00+000	01+000	00+000	00+999	999
01+000	1+431	00+999	01+430	431

Existing Chainage		Proposed Chainage		Length
From (Km)	To (Km)	From (Km)	To (Km)	
Poogal to Bap				
01+431	02+000	01+430	01+998	568
02+000	03+000	01+998	02+998	1000
03+000	04+000	02+998	03+998	1000

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Existing Chainage		Proposed Chainage		Length
From (Km)	To (Km)	From (Km)	To (Km)	
Poogal to Bap				
04+000	05+000	03+998	04+998	1000
05+000	06+000	04+998	05+998	1000
06+000	07+000	05+998	06+998	1000
07+000	08+000	06+998	07+997	1000
08+000	09+000	07+997	08+997	1000
09+000	10+000	08+997	09+997	1000
10+000	11+000	09+997	10+997	1000
11+000	12+000	10+997	11+997	1000
12+000	13+000	11+997	12+997	1000
13+000	14+000	12+997	13+997	1000
14+000	15+000	13+997	14+997	1000
15+000	16+000	14+997	15+997	1000
16+000	17+000	15+997	16+996	1000
17+000	18+000	16+996	17+996	1000
18+000	19+000	17+996	18+995	998
19+000	20+000	18+995	19+994	1000
20+000	21+000	19+994	20+995	1000
21+000	22+000	20+995	21+994	1000
22+000	23+000	21+994	22+994	1000
23+000	24+000	22+994	23+994	999
24+000	25+000	23+994	24+994	1000
25+000	26+000	24+994	25+983	989
26+000	27+000	25+983	26+983	1000
27+000	28+000	26+983	27+983	1000
28+000	29+000	27+983	28+983	1000
29+000	30+000	28+983	29+983	1000
30+000	31+000	29+983	30+983	1000
31+000	32+000	30+983	31+986	1003
32+000	33+000	31+986	32+986	1000
33+000	34+000	32+986	33+986	1000
34+000	35+000	33+986	34+962	977
35+000	36+000	34+962	35+963	1001
36+000	37+000	35+963	36+963	1000
37+000	38+000	36+963	37+963	1000
38+000	39+000	37+963	38+963	1000
39+000	40+000	38+963	39+963	1000
40+000	41+000	39+963	40+963	1000
41+000	42+000	40+963	41+962	1000
42+000	43+000	41+962	42+962	1000
43+000	44+000	42+962	43+962	1000
44+000	45+000	43+962	44+962	1000
45+000	46+000	44+962	45+962	1000
46+000	47+000	45+962	46+962	1000
47+000	48+000	46+962	47+962	1000
48+000	49+000	47+962	48+962	1000

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Existing Chainage		Proposed Chainage		Length
From (Km)	To (Km)	From (Km)	To (Km)	
Poogal to Bap				
49+000	50+000	48+962	49+962	1000
50+000	51+000	49+962	50+959	997
51+000	52+000	50+959	51+959	1000
52+000	53+000	51+959	52+959	1000
53+000	54+000	52+959	53+958	1000
54+000	55+000	53+958	54+958	1000
55+000	56+000	54+958	55+958	1000
56+000	57+000	55+958	56+958	1000
57+000	58+000	56+958	57+948	990
58+000	59+000	57+948	58+958	1010
59+000	60+000	58+958	59+958	1000
60+000	61+000	59+958	60+958	1000
61+000	62+000	60+958	61+957	1000
62+000	63+000	61+957	62+957	1000
63+000	64+000	62+957	63+957	1000
64+000	65+000	63+957	64+957	1000
65+000	66+000	64+957	65+957	1000
66+000	67+000	65+957	66+957	1000
67+000	68+000	66+957	67+957	1000
68+000	69+000	67+957	68+957	1000
69+000	70+000	68+957	69+957	1000
70+000	71+000	69+957	70+957	1000
71+000	72+000	70+957	71+957	1000
72+000	73+000	71+957	72+957	1000
73+000	74+000	72+957	73+957	1000
74+000	75+000	73+957	74+957	1000
75+000	76+000	74+957	75+956	1000
76+000	77+000	75+956	76+956	1000
77+000	78+000	76+956	77+956	1000
78+000	79+000	77+956	78+956	1000
79+000	80+000	78+956	79+956	1000
80+000	81+000	79+956	80+955	1000
81+000	82+000	80+955	81+955	1000
82+000	83+000	81+955	82+944	988
83+000	84+000	82+944	83+936	992
84+000	85+000	83+936	84+936	1000
85+000	86+000	84+936	85+936	1000
86+000	87+000	85+936	86+935	999
87+000	88+000	86+935	87+935	1000
88+000	89+000	87+935	88+935	1000
89+000	90+000	88+935	89+935	1000
90+000	91+000	89+935	90+955	1019
91+000	92+000	90+955	91+481	526
92+000	93+000	91+481	92+347	866
93+000	94+000	92+347	93+344	997

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Existing Chainage		Proposed Chainage		Length
From (Km)	To (Km)	From (Km)	To (Km)	
Poogal to Bap				
94+000	95+000	93+344	94+344	1000
95+000	96+000	94+344	95+343	999
96+000	97+000	95+343	96+343	1000
97+000	98+000	96+343	97+343	1000
98+000	99+000	97+343	98+343	1000
99+000	100+000	98+343	99+343	1000
100+000	101+000	99+343	100+343	1000
101+000	102+000	100+343	101+342	1000
102+000	103+000	101+342	102+342	1000
103+000	104+000	102+342	103+342	1000
104+000	105+000	103+342	104+342	1000
105+000	106+000	104+342	105+442	1100
106+000	107+000	105+442	106+275	834
107+000	108+000	106+275	107+272	997
108+000	109+000	107+272	108+268	996
109+000	110+000	108+268	109+268	1000
110+000	111+000	109+268	110+266	998
111+000	112+000	110+266	111+266	1000
112+000	113+000	111+266	112+276	1010
113+000	114+000	112+276	113+259	984
114+000	115+000	113+259	114+259	1000
115+000	116+000	114+259	115+258	999
116+000	117+000	115+258	116+255	997
117+000	118+000	116+255	117+250	995
118+000	119+000	117+250	118+250	1000
119+000	120+000	118+250	119+246	997
120+000	121+000	119+246	120+246	1000
121+000	122+000	120+246	121+250	1004
122+000	123+000	121+250	122+227	977
123+000	124+000	122+227	123+227	1000
124+000	125+000	123+227	124+227	999
125+000	126+000	124+227	125+220	993
126+000	127+000	125+220	126+220	1000
127+000	128+000	126+220	127+204	984
128+000	129+000	127+204	128+202	998
129+000	130+000	128+202	129+200	997
130+000	131+000	129+200	130+199	1000
131+000	132+000	130+199	131+199	1000
132+000	133+000	131+199	132+199	1000
133+000	134+000	132+199	133+199	1000
134+000	135+000	133+199	134+197	998
135+000	136+000	134+197	135+197	999
136+000	137+000	135+197	136+197	1000
137+000	138+000	136+197	137+197	1000
138+000	139+000	137+197	138+192	995

Existing Chainage		Proposed Chainage		Length
From (Km)	To (Km)	From (Km)	To (Km)	
Poogal to Bap				
139+000	140+000	138+192	139+192	1000
140+000	141+000	139+192	140+189	997
141+000	142+000	140+189	141+184	995
142+000	143+000	141+184	142+184	1000
143+000	144+000	142+184	143+057	873
144+000	145+000	143+057	144+057	1000
145+000	146+000	144+057	145+057	1000
146+000	147+000	145+057	146+057	1000
147+000	148+000	146+057	147+082	1025
148+000	149+000	147+082	148+057	975
149+000	150+000	148+057	149+056	1000
150+000	151+000	149+056	150+056	1000
151+000	152+000	150+056	151+056	1000
152+000	153+000	151+056	152+056	1000
153+000	154+000	152+056	153+056	1000
154+000	155+000	153+056	154+056	1000
155+000	156+000	154+056	155+056	1000
156+000	157+000	155+056	156+056	1000
157+000	158+000	156+056	157+056	1000
158+000	159+000	157+056	158+056	1000
159+000	160+000	158+056	159+054	998
160+000	161+000	159+054	160+054	1000
161+000	162+000	160+054	161+054	1000
162+000	163+000	161+054	162+047	994
163+000	164+000	162+047	163+047	1000
164+000	165+000	163+047	164+047	1000
165+000	166+000	164+047	165+047	1000
166+000	167+000	165+047	166+046	1000
167+000	168+000	166+046	167+046	1000
168+000	169+000	167+046	168+046	1000
169+000	170+000	168+046	169+046	1000
170+000	171+000	169+046	170+046	1000
171+000	172+000	170+046	171+046	1000
172+000	173+000	171+046	172+046	1000
173+000	174+000	172+046	173+046	1000
174+000	175+000	173+046	174+045	999
175+000	176+000	174+045	175+045	1000
176+000	177+000	175+045	176+045	1000
177+000	178+000	176+045	177+054	1010
178+000	179+000	177+054	178+044	990
179+000	180+000	178+044	179+044	1000
180+000	181+000	179+044	180+044	1000
181+000	182+000	180+044	181+044	1000
182+000	183+000	181+044	182+044	1000
183+000	183+681	182+044	182+725	681

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Existing Chainage		Proposed Chainage		Length
From (Km)	To (Km)	From (Km)	To (Km)	
Khajuwala to Poogal				
00+000	01+000	00+000	01+000	1000
01+000	02+000	01+000	02+000	1000
02+000	03+000	02+000	02+999	1000
03+000	04+000	02+999	03+999	1000
04+000	05+000	03+999	04+999	1000
05+000	06+000	04+999	05+999	1000
06+000	07+000	05+999	06+999	1000
07+000	08+000	06+999	07+999	1000
08+000	09+000	07+999	08+999	1000
09+000	10+000	08+999	09+999	1000
10+000	11+000	09+999	10+999	1000
11+000	12+000	10+999	11+999	1000
12+000	13+000	11+999	12+999	1000
13+000	14+000	12+999	13+999	1000
14+000	15+000	13+999	14+999	1000
15+000	16+000	14+999	15+999	1000
16+000	17+000	15+999	16+999	1001
17+000	18+000	16+999	17+999	1000
18+000	19+000	17+999	19+000	1001
19+000	20+000	19+000	20+000	1000
20+000	21+000	20+000	21+000	1000
21+000	22+000	21+000	22+000	1000
22+000	23+000	22+000	22+999	1000
23+000	24+000	22+999	23+999	1000
24+000	25+000	23+999	24+999	1000
25+000	26+000	24+999	25+992	993
26+000	27+000	25+992	26+992	1000
27+000	28+000	26+992	27+988	996
28+000	28+762	27+988	28+750	999
Poogal Bypass		28+750	30+812	2062

Existing Chainage		Proposed Chainage		Length
From (Km)	To (Km)	From (Km)	To (Km)	
Urban Area of Poogal on Khajuwala to Poogal				
28+852	29+000	28+840	28+988	148
29+000	30+000	28+988	29+988	1000
30+000	31+000	29+988	30+950	962
31+000	31+669	30+950	31+619	669

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ANNEX - II

SCHEDULE - A

Dates of Providing Right of Way

The dates on which the Authority shall provide Right of Way to the Contractor on different stretches of the Site are stated below:

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
(i) Full Right of Way (Full width)						
Urban Area of Poogal on Poogal Dantour Road						
1	00+000.00	00+700.00	0.7	24		On Appointed Date
2	00+800.00	00+940.00	0.14	24		

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
(i) Full Right of Way (Full width)						
Poogal to Bap						
1	02+450.00	04+925.00	2.475	24		On Appointed Date
2	05+500.00	08+150.00	2.65	24		
3	15+300.00	17+950.00	2.65	30		
4	17+950.00	18+100.00	0.15	30	Curve Improvement	
5	18+100.00	19+215.00	1.115	30		
6	19+870.00	20+000.00	0.13	30		
7	21+500.00	23+500.00	2	30		
8	25+900.00	30+100.00	4.2	30		
9	30+200.00	31+550.00	1.35	30		
10	37+900.00	39+400.00	1.5	25		
11	42+200.00	45+450.00	3.25	25		
12	45+550.00	46+600.00	1.05	25		
13	50+030.00	50+290.00	0.26	45	Curve Improvement	
14	50+290.00	62+140.00	11.85	45		
15	62+140.00	62+680.00	0.54	45	Curve Improvement	
16	62+680.00	66+800.00	4.12	45		
17	66+800.00	67+100.00	0.3	45	Curve Improvement	
18	67+100.00	81+395.00	14.295	45		
19	82+040.00	82+400.00	0.36	45		
20	83+180.00	89+250.00	6.07	45		
21	89+250.00	89+520.00	0.27	45	Curve Improvement	
22	89+520.00	90+600.00	1.08	45		
23	93+000.00	95+160.00	2.16	45		
24	95+160.00	95+350.00	0.19	45	Curve Improvement	
25	95+350.00	104+980.00	9.63	45		

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Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
(i) Full Right of Way (Full width)						
Poogal to Bap						
26	106+400.00	107+400.00	1	30		
27	107+650.00	109+700.00	2.05	30		
28	109+900.00	112+820.00	2.92	30		
29	113+400.00	113+650.00	0.25	30		
30	113+650.00	113+760.00	0.11	30	Curve Improvement	
31	113+760.00	114+600.00	0.84	30		
32	114+850.00	114+970.00	0.12	30	Curve Improvement	
33	114+970.00	115+750.00	0.78	30		
34	116+670.00	117+190.00	0.52	30		
35	117+290.00	117+500.00	0.21	30		
36	118+330.00	118+950.00	0.62	30		
37	121+640.00	121+930.00	0.29	30		
38	121+930.00	122+200.00	0.27	30	Curve Improvement	
39	122+200.00	125+350.00	3.15	30		
40	125+350.00	125+570.00	0.22	30	Curve Improvement	
41	125+570.00	125+630.00	0.06	30		
42	125+730.00	126+470.00	0.74	30		
43	127+450.00	128+630.00	1.18	30		
44	128+630.00	128+900.00	0.27	30	Curve Improvement	
45	128+900.00	131+850.00	2.95	30		
46	132+000.00	133+880.00	1.88	30		
47	133+880.00	134+270.00	0.39	30	Curve Improvement	
48	134+270.00	137+450.00	3.18	30		
49	137+750.00	139+000.00	1.25	30		
50	144+200.00	158+300.00	14.1	30		
51	158+300.00	158+500.00	0.2	30	Curve Improvement	
52	158+500.00	161+180.00	2.68	30		
53	161+480.00	164+630.00	3.15	30		
54	164+730.00	167+350.00	2.62	30		
55	168+005.00	173+700.00	5.695	30		
56	173+700.00	173+860.00	0.16	30	Curve Improvement	
57	173+860.00	182+725.00	8.865	30		

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
(i) Full Right of Way (Full width)						
Khajuwala to Poogal						
1	00+000.00	11+600.00	11.60	25		On Appointed Date
2	11+850.00	13+150.00	1.30	25		
3	16+450.00	18+450.00	2.00	25		
4	19+180.00	20+250.00	1.07	25		
5	23+150.00	24+360.00	1.21	25		

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
(i) Full Right of Way (Full width)						
Urban Area of Poogal on Khajuwala to Poogal						
1	28+840.00	29+850.00	1.01	25		On Appointed Date
2	30+750.00	31+619.00	0.87	25		

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Part Right of Way (Part width)						
Urban Area of Poogal on Poogal Dantour Road						
1	00+700.00	00+800.00	0.1	24	Bus Bay	On Appointed Date
2	00+940.00	01+165.00	0.225	24	Curve Improvement	
3	01+165.00	01+430.00	0.265	22		

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Part Right of Way (Part width)						
Poogal to Bap						
1	01+430.00	02+240.00	0.81	22		On Appointed Date
2	02+240.00	02+450.00	0.21	15		
3	04+925.00	05+500.00	0.575	15		
4	08+150.00	08+375.00	0.225	15		
5	08+375.00	09+340.00	0.965	20		
6	09+340.00	09+460.00	0.12	24	Bus Bay	
7	09+460.00	10+000.00	0.54	20		
8	10+000.00	10+150.00	0.15	20		
9	10+150.00	12+425.00	2.275	24		
10	12+425.00	12+500.00	0.075	20		
11	12+500.00	13+500.00	1	20		
12	13+500.00	15+300.00	1.8	18		
13	19+215.00	19+870.00	0.655	30	Toll Plaza	
14	20+000.00	20+100.00	0.1	30		
15	20+100.00	20+220.00	0.12	30	Curve Improvement	
16	20+220.00	21+500.00	1.28	30		
17	23+500.00	25+540.00	2.04	30		
18	25+540.00	25+610.00	0.07	30	Curve Improvement	
19	25+610.00	25+810.00	0.2	30	Curve Improvement	
20	25+810.00	25+900.00	0.09	30	Curve Improvement	
21	30+100.00	30+200.00	0.1	30	Truck Lay Bye	
22	35+050.00	37+900.00	2.85	25		
23	39+400.00	42+200.00	2.8	25		
24	45+450.00	45+550.00	0.1	25	Bus Bay	

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Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Part Right of Way (Part width)						
Poogal to Bap						
25	46+600.00	50+030.00	3.43	25		
26	81+395.00	82+040.00	0.645	45	Toll Plaza	
27	82+400.00	83+180.00	0.78	45	Realignment	
28	90+600.00	90+660.00	0.06	45		
29	90+660.00	90+800.00	0.14	45	Realignment	
30	90+800.00	91+000.00	0.2	45	Realignment	
31	92+200.00	92+800.00	0.6	45	Realignment	
32	92+800.00	92+920.00	0.12	45	Realignment	
33	92+920.00	93+000.00	0.08	45	Realignment	
34	104+980.00	105+280.00	0.3	45	Realignment	
35	105+800.00	106+100.00	0.3	30	Realignment	
36	106+100.00	106+210.00	0.11	30	Curve Improvement	
37	106+210.00	106+340.00	0.13	30		
38	106+340.00	106+400.00	0.06	30	Curve Improvement	
39	107+400.00	107+650.00	0.25	30	Curve Improvement	
40	109+700.00	109+900.00	0.2	30	Curve Improvement	
41	112+820.00	113+030.00	0.21	30	Curve Improvement	
42	113+030.00	113+100.00	0.07	30	Curve Improvement	
43	113+100.00	113+400.00	0.3	30	Curve Improvement	
44	114+600.00	114+850.00	0.25	30		
45	115+750.00	115+840.00	0.09	30	Curve Improvement	
46	115+840.00	115+900.00	0.06	30	Curve Improvement	
47	115+900.00	115+960.00	0.06	30	Curve Improvement	
48	115+960.00	116+430.00	0.47	30		
49	116+430.00	116+500.00	0.07	30	Curve Improvement	
50	116+500.00	116+590.00	0.09	30	Curve Improvement	
51	116+590.00	116+670.00	0.08	30	Curve Improvement	
52	117+190.00	117+290.00	0.1	30	Bus Bay	
53	117+500.00	118+330.00	0.83	30	VUP section	
54	118+950.00	119+450.00	0.5	30	Curve Improvement	
55	119+450.00	121+000.00	1.55	30		
56	121+000.00	121+230.00	0.23	30	Curve Improvement	
57	121+230.00	121+320.00	0.09	30	Curve Improvement	
58	121+320.00	121+350.00	0.03	30	Curve Improvement	
59	121+350.00	121+640.00	0.29	30		
60	125+630.00	125+730.00	0.1	30	Bus Bay	
61	126+470.00	126+790.00	0.32	30	Curve Improvement	
62	126+790.00	126+910.00	0.12	30	Curve Improvement	
63	126+910.00	127+100.00	0.19	30	Curve Improvement	
64	127+100.00	127+250.00	0.15	30		
65	127+250.00	127+450.00	0.2	30	Curve Improvement	
66	131+850.00	132+000.00	0.15	30		
67	137+450.00	137+750.00	0.3	30	Curve Improvement	

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Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Part Right of Way (Part width)						
Poogal to Bap						
68	139+000.00	139+100.00	0.1	30		
69	139+100.00	139+400.00	0.3	30	Curve Improvement	
70	139+400.00	139+620.00	0.22	30	Curve Improvement	
71	139+620.00	139+690.00	0.07	30	Curve Improvement	
72	139+690.00	140+400.00	0.71	30		
73	140+400.00	140+480.00	0.08	30	Curve Improvement	
74	140+480.00	140+700.00	0.22	30	Curve Improvement	
75	140+700.00	140+780.00	0.08	30	Curve Improvement	
76	140+780.00	143+060.00	2.28	30		
77	143+060.00	143+160.00	0.1	30	Curve Improvement	
78	143+700.00	143+820.00	0.12	30	Curve Improvement	
79	143+820.00	144+020.00	0.2	30	Curve Improvement	
80	144+020.00	144+080.00	0.06	30	Curve Improvement	
81	144+080.00	144+200.00	0.12	30		
82	161+180.00	161+260.00	0.08	30	Curve Improvement	
83	161+260.00	161+420.00	0.16	30	Curve Improvement	
84	161+420.00	161+480.00	0.06	30	Curve Improvement	
85	164+630.00	164+730.00	0.1	30	Bus Bay	
86	167+350.00	168+005.00	0.655	30	Toll Plaza	

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Part Right of Way (Part width)						
Khajuwala to Poogal						
1	11+600.00	11+850.00	0.25	25		On Appointed Date
2	13+150.00	15+970.00	2.82	25		
3	15+970.00	16+070.00	0.10	25	Realignment	
4	16+070.00	16+250.00	0.18	25	Realignment	
5	16+250.00	16+380.00	0.13	25	Realignment	
6	16+380.00	16+450.00	0.07	25		
7	18+450.00	18+730.00	0.28	25	Realignment	
8	18+730.00	18+940.00	0.21	25	Realignment	
9	18+940.00	19+080.00	0.14	25	Realignment	
10	19+080.00	19+180.00	0.10	25		
11	20+250.00	23+150.00	2.90	25		
12	24+360.00	25+640.00	1.28	25		
13	25+640.00	25+880.00	0.24	25	Curve Improvement	
14	25+880.00	27+200.00	1.32	25		
15	27+200.00	27+400.00	0.20	25	Curve Improvement	
16	27+400.00	28+506.00	1.106	25		

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Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Part Right of Way (Part width)						
Urban Area of Poogal on Khajuwala to Poogal						
1	29+850.00	30+300.00	0.45	25		On Appointed Date
2	30+300.00	30+380.00	0.08	25	Curve Improvement	
3	30+670.00	30+750.00	0.08	25	Curve Improvement	

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Balanced Right of Way (Balance width)						
Urban Area of Poogal on Poogal Dantour Road						
1	00+700.00	00+800.00	0.1	21	Bus Bay	Within 150 Days after the Appointed Date
2	00+940.00	01+165.00	0.225	6	Curve Improvement	
3	01+165.00	01+430.00	0.265	2		

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Balanced Right of Way (Balance width)						
Poogal to Bap						
1	01+430.00	02+240.00	0.81	2		Within 150 Days after the Appointed Date
2	02+240.00	02+450.00	0.21	9		
3	04+925.00	05+500.00	0.575	9		
4	08+150.00	08+375.00	0.225	9		
5	08+375.00	09+340.00	0.965	4		
6	09+340.00	09+460.00	0.12	21	Bus Bay	
7	09+460.00	10+000.00	0.54	4		
8	10+000.00	10+150.00	0.15	10		
9	10+150.00	12+425.00	2.275	6		
10	12+425.00	12+500.00	0.075	10		
11	12+500.00	13+500.00	1	4		
12	13+500.00	15+300.00	1.8	6		
13	19+215.00	19+870.00	0.655	120	Toll Plaza	
14	20+000.00	20+100.00	0.1	15		
15	20+100.00	20+220.00	0.12	15	Curve Improvement	
16	20+220.00	21+500.00	1.28	15		
17	23+500.00	25+540.00	2.04	15		
18	25+540.00	25+610.00	0.07	15	Curve Improvement	
19	25+610.00	25+810.00	0.2	26	Curve Improvement	
20	25+810.00	25+900.00	0.09	15	Curve Improvement	
21	30+100.00	30+200.00	0.1	15	Truck Lay Bye	
22	31+550.00	35+050.00	3.5	45	Realignment	
23	35+050.00	37+900.00	2.85	20		

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Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Balanced Right of Way (Balance width)						
Poogal to Bap						
24	39+400.00	42+200.00	2.8	20		
25	45+450.00	45+550.00	0.1	20	Bus Bay	
26	46+600.00	50+030.00	3.43	20		
27	81+395.00	82+040.00	0.645	105	Toll Plaza	
28	82+400.00	83+180.00	0.78	27	Realignment	
29	90+600.00	90+660.00	0.06	5		
30	90+660.00	90+800.00	0.14	5	Realignment	
31	90+800.00	91+000.00	0.2	75	Realignment	
32	91+000.00	92+200.00	1.2	45	Realignment	
33	92+200.00	92+800.00	0.6	15	Realignment	
34	92+800.00	92+920.00	0.12	55	Realignment	
35	92+920.00	93+000.00	0.08	55	Realignment	
36	104+980.00	105+280.00	0.3	22	Realignment	
37	105+280.00	105+800.00	0.52	45	Realignment	
38	105+800.00	106+100.00	0.3	15	Realignment	
39	106+100.00	106+210.00	0.11	15	Curve Improvement	
40	106+210.00	106+340.00	0.13	18		
41	106+340.00	106+400.00	0.06	15	Curve Improvement	
42	107+400.00	107+650.00	0.25	15	Curve Improvement	
43	109+700.00	109+900.00	0.2	15	Curve Improvement	
44	112+820.00	113+030.00	0.21	15	Curve Improvement	
45	113+030.00	113+100.00	0.07	20	Curve Improvement	
46	113+100.00	113+400.00	0.3	15	Curve Improvement	
47	114+600.00	114+850.00	0.25	15		
48	115+750.00	115+840.00	0.09	15	Curve Improvement	
49	115+840.00	115+900.00	0.06	16	Curve Improvement	
50	115+900.00	115+960.00	0.06	15	Curve Improvement	
51	115+960.00	116+430.00	0.47	15		
52	116+430.00	116+500.00	0.07	15	Curve Improvement	
53	116+500.00	116+590.00	0.09	16	Curve Improvement	
54	116+590.00	116+670.00	0.08	15	Curve Improvement	
55	117+190.00	117+290.00	0.1	15	Bus Bay	
56	117+500.00	118+330.00	0.83	15	VUP section	
57	118+950.00	119+450.00	0.5	15	Curve Improvement	
58	119+450.00	121+000.00	1.55	15		
59	121+000.00	121+230.00	0.23	15	Curve Improvement	
60	121+230.00	121+320.00	0.09	30	Curve Improvement	
61	121+320.00	121+350.00	0.03	15	Curve Improvement	
62	121+350.00	121+640.00	0.29	15		
63	125+630.00	125+730.00	0.1	15	Bus Bay	
64	126+470.00	126+790.00	0.32	15	Curve Improvement	
65	126+790.00	126+910.00	0.12	40	Curve Improvement	
66	126+910.00	127+100.00	0.19	15	Curve Improvement	

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Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Balanced Right of Way (Balance width)						
Poogal to Bap						
67	127+100.00	127+250.00	0.15	15		
68	127+250.00	127+450.00	0.2	15	Curve Improvement	
69	131+850.00	132+000.00	0.15	15		
70	137+450.00	137+750.00	0.3	15	Curve Improvement	
71	139+000.00	139+100.00	0.1	15		
72	139+100.00	139+400.00	0.3	15	Curve Improvement	
73	139+400.00	139+620.00	0.22	32	Curve Improvement	
74	139+620.00	139+690.00	0.07	15	Curve Improvement	
75	139+690.00	140+400.00	0.71	15		
76	140+400.00	140+480.00	0.08	15	Curve Improvement	
77	140+480.00	140+700.00	0.22	21	Curve Improvement	
78	140+700.00	140+780.00	0.08	15	Curve Improvement	
79	140+780.00	143+060.00	2.28	15		
80	143+060.00	143+160.00	0.1	15	Curve Improvement	
81	143+160.00	143+700.00	0.54	45	Curve Improvement	
82	143+700.00	143+820.00	0.12	15	Curve Improvement	
83	143+820.00	144+020.00	0.2	25	Curve Improvement	
84	144+020.00	144+080.00	0.06	15	Curve Improvement	
85	144+080.00	144+200.00	0.12	15		
86	161+180.00	161+260.00	0.08	15	Curve Improvement	
87	161+260.00	161+420.00	0.16	15	Curve Improvement	
88	161+420.00	161+480.00	0.06	15	Curve Improvement	
89	164+630.00	164+730.00	0.1	15	Bus Bay	
90	167+350.00	168+005.00	0.655	120	Toll Plaza	

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Balanced Right of Way (Balance width)						
Khajuwala to Poogal						
1	11+600.00	11+850.00	0.25	20		Within 150 Days after the Appointed Date
2	13+150.00	15+970.00	2.82	20		
3	15+970.00	16+070.00	0.10	20	Realignment	
4	16+070.00	16+250.00	0.18	25	Realignment	
5	16+250.00	16+380.00	0.13	20	Realignment	
6	16+380.00	16+450.00	0.07	20		
7	18+450.00	18+730.00	0.28	20	Realignment	
8	18+730.00	18+940.00	0.21	28	Realignment	
9	18+940.00	19+080.00	0.14	20	Realignment	
10	19+080.00	19+180.00	0.10	20		
11	20+250.00	23+150.00	2.90	20		
12	24+360.00	25+640.00	1.28	20		
13	25+640.00	25+880.00	0.24	20	Curve Improvement	

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Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Balanced Right of Way (Balance width)						
Khajuwala to Poogal						
14	25+880.00	27+200.00	1.32	20		
15	27+200.00	27+400.00	0.20	20	Curve Improvement	
16	27+400.00	28+506.00	1.106	20		
17	28+506.00	30+812.00	2.306	45	Bypass	

Sl. No.	Design Chainage in Km		Design Length (km)	Width (m)	Remarks	Date of Providing ROW
	From	To				
Balanced Right of Way (Balance width)						
Urban Area of Poogal on Khajuwala to Poogal						
1	29+850.00	30+300.00	0.45	20		Within 150 Days after the Appointed Date
2	30+300.00	30+380.00	0.08	20	Curve Improvement	
3	30+380.00	30+670.00	0.29	45	Curve Improvement	
4	30+670.00	30+750.00	0.08	20	Curve Improvement	

ANNEX - III

SCHEDULE - A

Alignment Plans

The existing alignment of the Project Highway shall be modified as per the alignment plan uploaded with RFP.

ANNEX - IV

SCHEDULE - A

Environmental Clearance

As per Amendment of 2006 EIA Notification issued on 22.08.2013 vide So 2559 (E), Environmental Clearance is not required.

Schedule B

Development of Project Highway

1. Development of the Project Highway

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

2. Widening and Rehabilitation to 2 lane with paved shoulder/ 4 lane configuration and strengthening.

Widening and Rehabilitation to 2 lane with Paved Shoulders/ 4 lane Configuration and Strengthening shall include Two-Lanes including paved shoulders in selective stretches and strengthening of the Project Highway as described in Annex-I of this Schedule-B and in Schedule-C.

3. Specifications and Standards

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

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Annex – I

(Schedule B)

Description of Project

The work consists of Development of Two Lane Road under Bharatmala scheme package-10. The project Road is divided in Four stretches.

- Khajuwala to Poogal (Design CH- 0+000 km to 30+812 km)
- Urban area of Poogal on Khajuwala-Poogal road (Design CH- 28+540 km to 31+619 km)
- Urban area of Poogal on Poogal Dantour Road (Design CH-0+000 km to 1+430 km)
- Poogal – Dantour – Jaggasar – Gokul – Goddu – Ranjitpura – Charanwal – Naukh – Bap (Design CH- 1+430 km to 182+725 km)

The work includes widening/rehabilitation of existing road as prescribed in succeeding sections along with construction of cross drainage structures including the Minor Bridges, Highway Geometric Improvement, Provision of cross drainage works and project facilities described in Schedule C of this agreement.

The work may also include uprooting and cuttings of trees & depositing them in the store of Forest Department as directed.

1. Widening of the Existing Highway

1.1. The Project Highway shall follow the existing alignment unless otherwise specified by the Authority and shown in the alignment plans specified in Annex III of Schedule-A. Geometric deficiencies, if any, in the existing horizontal and vertical profiles shall be corrected as per the prescribed standards for plain/rolling terrain to the extent land is available.

The Final Road Levels (FRL) mentioned in these drawings shall be minimum.

1.2. Width of Carriageway

1.2.1. Two Lanning with paved shoulder of the existing carriageway shall be undertaken. The paved carriageway shall be 7.0 m wide with 1.5 m paved shoulder on both sides in accordance with the typical cross sections drawings in this Section.

Provided that in the built-up areas the width of the carriageway shall be as specified in the following table:

Sl. No.	Built up Stretch (Township)	Location		Length in (m)	Carriage way Width (m) excluding median	Typical Cross Section Type
		From (Km)	To (Km)			
Urban Area of Poogal on Poogal-Dantour Road						
1	Poogal	00+000	00+600	600	15	Fig 2.5 of IRC SP:73-2015

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Sl. No.	Built up Stretch (Township)	Location		Length in (m)	Carriage way Width (m) excluding median	Typical Cross Section Type
		From (Km)	To (Km)			
Poogal to Bap						
1	-	17+400	17+800	400	15	Fig 2.5 of IRC SP:73-2015
2	Charanwala	124+650	125+290	640	15	Fig 2.5 of IRC SP:73-2015
3	Bikampur	139+720	140+240	520	15	Fig 2.5 of IRC SP:73-2015

Sl. No.	Built up Stretch (Township)	Location		Length in (m)	Carriage way Width (m) excluding median	Typical Cross Section Type
		From (Km)	To (Km)			
Khajuwala to Poogal						
1	Khajuwala	00+000	00+400	400	15	Fig 2.5 of IRC SP:73-2015

Sl. No.	Built up Stretch (Township)	Location		Length in (m)	Carriage way Width (m) excluding median	Typical Cross Section Type
		From (Km)	To (Km)			
Urban Area of Poogal on Khajuwala to Poogal						
1	Poogal	31+300	31+619	319	15	Fig 2.5 of IRC SP:73-2015

1.2.2. Except as otherwise provided in this Agreement, the width of the paved carriageway and cross-sectional features shall confirm to paragraph 1.2.1 above.

2. Geometric design and general features

2.1. General

Geometric design and general features of the Project Highway shall be in accordance with Section 2 of the Manual.

2.2. Design speed

The design speed shall be the minimum design speed 100 km per hr.

2.3 Improvement of the existing road geometrics

In the following sections, the existing road geometrics shall be improved/realigned to the extent possible within the given right of way and proper road signs and safety measures shall be provided:

i) **Bypass**

NIL

ii) **Realignment**

Realignments are provided at following locations:

A) Realignment due to Bypass and Canal

Sl. No.	Design Chainage		Length in (m)	Remarks
	From (Km)	To (Km)		
Poogal to Bap				
1	31+550.00	35+050.00	3500	Realignment
2	82+400.00	83+180.00	780	Realignment
3	90+660.00	92+920.00	2260	Realignment
4	104+980.00	106+100.00	1120	Realignment

Sl. No.	Design Chainage		Length in (m)	Remarks
	From (Km)	To (Km)		
Khajuwala to Poogal				
1	15+970.00	16+380.00	410	Realignment
2	18+470.00	19+080.00	610	Realignment
3	28+506.00	30+812.00	2306	Poogal Bypass

B) Curve improvement

Sl. No.	Design Chainage		Length in (m)	Remarks
	From (Km)	To (Km)		
Urban Area of Poogal on Poogal-Dantour Road				
1	00+940.00	01+165.00	225	Curve Improvement

Sl. No.	Design Chainage		Length in (m)	Remarks
	From (Km)	To (Km)		
Poogal to Bap				
1	17+950.00	18+100.00	150	Curve Improvement
2	20+100.00	20+220.00	120	Curve Improvement
3	25+540.00	25+900.00	360	Curve Improvement
4	50+030.00	50+290.00	260	Curve Improvement
5	62+140.00	62+680.00	540	Curve Improvement
6	66+800.00	67+100.00	300	Curve Improvement

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Sl. No.	Design Chainage		Length in (m)	Remarks
	From (Km)	To (Km)		
Poogal to Bap				
7	89+250.00	89+520.00	270	Curve Improvement
8	95+160.00	95+350.00	190	Curve Improvement
9	106+100.00	106+400.00	300	Curve Improvement
10	107+400.00	107+650.00	250	Curve Improvement
11	109+700.00	109+900.00	200	Curve Improvement
12	112+820.00	113+400.00	580	Curve Improvement
13	113+650.00	113+760.00	110	Curve Improvement
14	114+850.00	114+970.00	120	Curve Improvement
15	115+750.00	115+960.00	210	Curve Improvement
16	116+430.00	116+670.00	240	Curve Improvement
17	118+950.00	119+450.00	500	Curve Improvement
18	121+000.00	121+350.00	350	Curve Improvement
19	121+930.00	122+200.00	270	Curve Improvement
20	125+350.00	125+570.00	220	Curve Improvement
21	126+470.00	127+100.00	630	Curve Improvement
22	127+250.00	127+450.00	200	Curve Improvement
23	128+630.00	128+900.00	270	Curve Improvement
24	133+880.00	134+270.00	390	Curve Improvement
25	137+450.00	137+750.00	300	Curve Improvement
26	139+100.00	139+300.00	200	Curve Improvement
27	139+300.00	139+690.00	390	Curve Improvement
28	140+400.00	140+780.00	380	Curve Improvement
29	143+060.00	144+080.00	1020	Curve Improvement
30	158+300.00	158+500.00	200	Curve Improvement
31	161+180.00	161+480.00	300	Curve Improvement
32	173+700.00	173+860.00	160	Curve Improvement

Sl. No.	Design Chainage		Length in (m)	Remarks
	From (Km)	To (Km)		
Khajuwala to Poogal				
1	25+640.00	25+880.00	240	Curve Improvement
2	27+200.00	27+400.00	200	Curve Improvement

Sl. No.	Design Chainage		Length in (m)	Remarks
	From (Km)	To (Km)		
Urban Area of Poogal on Khajuwala to Poogal				
1	30+300.00	30+720.00	420	Curve Improvement

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iii) In the following sections, where improvement of the existing road geometrics to the prescribed standards is not possible, the existing road geometrics shall be improved to the extent possible within the given right of way and proper road signs and safety measures shall be provided:

SI No	Stretch (from km to km)	Type of deficiency	Remark
NIL			

2.4. Right of Way

Details of the Right of Way are given in Annex II of Schedule-A.

2.5. Type of shoulders

a. In open country, earthen shoulders of 2.00 m width and paved shoulder of 1.50m width shall be provided on both sides.
b. Design and specification of paved shoulder and earthen material shall confirm to the requirement specified in paragraph 5.10 and 4.2 of the manual respectively.
c. In built up section, 1.75 m of footpath shall be provided on both sides.

Sl. No.	Stretch		Length in (m)	Fully paved Shoulders / footpaths	Reference to cross section
	From (Km)	To (Km)			
Urban Area of Poogal on Poogal-Dantour Road					
1	00+000	00+600	600	2 x 1.75	Fig 2.5 of IRC SP:73-2015

Sl. No.	Stretch		Length in (m)	Fully paved Shoulders / footpaths	Reference to cross section
	From (Km)	To (Km)			
Poogal to Bap					
1	17+400	17+800	400	2 x 1.75	Fig 2.5 of IRC SP:73-2015
2	124+650	125+290	640	2 x 1.75	Fig 2.5 of IRC SP:73-2015
3	139+720	140+240	520	2 x 1.75	Fig 2.5 of IRC SP:73-2015

Sl. No.	Stretch		Length in (m)	Fully paved Shoulders / footpaths	Reference to cross section
	From (Km)	To (Km)			
Khajuwala to Poogal					
1	00+000	00+400	400	2 x 1.75	Fig 2.5 of IRC SP:73-2015

Sl. No.	Stretch		Length in (m)	Fully paved Shoulders / footpaths	Reference to cross section
	From (Km)	To (Km)			
Urban Area of Poogal on Khajuwala to Poogal					
1	31+300	31+619	319	2 x 1.75	Fig 2.5 of IRC SP:73-2015

2.6. Lateral and vertical clearances at underpasses

2.6.1 Lateral and vertical clearances at Underpasses and provision of guardrails / crash barriers shall be as per paragraph 2.10 of the Manual. Pl. Refer Clause No. 2.9 of Schedule B also in this regard.

2.6.2 Lateral Clearance: The width of the opening at the Underpasses shall be as follows:

Sr. No	Chainage	Vertical Clearance	Structure
NIL			

2.7. Lateral and vertical clearances at overpasses

2.7.1 Lateral and Vertical Clearances at overpasses shall be as per paragraph 2.11 of the Manual.

2.7.2 Lateral Clearance: The width of the opening at the Overpasses shall be as follows:

Sr. No	Chainage in km	Type of Structure	Span/opening (m)	Remark
NIL				

2.8. Service roads

Service roads shall be constructed at the locations and for the lengths indicated below:

Sl No.	Location of Service Road		Right Hand Side (RHS)/ Left Hand Side (LHS)/ or Both sides	Length of Service Road,Km
	From (Km)	To (Km)		
	Poogal to Bap			
1	90+460	93+340	LHS	2.98
4	90+460	93+340	RHS	2.9
5	117+460	118+260	Both side	0.8

Sl No.	Location of Service Road		Right Hand Side (RHS)/ Left Hand Side (LHS)/ or Both sides	Length of Service Road,Km
	From (Km)	To (Km)		
	Khajuwala to Poogal			
NIL				

2.9. Grade- Separated Structures

2.9.1 Grade separated structures shall be provided as per paragraph 2.13 of the Manual. The requisite particulars are given below:

Sr. No.	Design Chainage	Length	No & Length of span	Vertical clearance	Type of GS	Remark
Poogal to Bap						
1	90+910	16.78	1 x 16.78	5.5	VUP	Four Lane Structure

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Sr. No.	Design Chainage	Length	No & Length of span	Vertical clearance	Type of GS	Remark
Poogal to Bap						
2	92+805	15.25	1 x 15.25	5.5	VUP	Four Lane Structure
3	117+885	13.85	1 x 13.85	5.5	VUP	Four Lane Structure

Sr. No.	Design Chainage	Length	No & Length of span	Vertical clearance	Type of GS
Khajuwala to Poogal					
NIL					

2.9.2 In the case of grade separated structures, the type of structure and the level of the Project Highway and the cross roads shall be as follows: [Refer to paragraphs 2.14.2 of the Manual and specify the type of vehicular under pass/ overpass structure and whether the cross road is to be carried at the existing level, raised or lowered].

SI No	Location	Type of Structure Length (m)	Cross Road at			Remark, if any
			Existing Level	Raised Level	Lowered Level	
NIL						

2.10. Cattle and pedestrian underpass / Overpass

NIL

2.11. Typical cross-sections of the Project Highway

Typical cross sections for the project highway to be followed are given below:

Sl No.	Design Chainage in Km		Length in (m)	Description	TCS Type
	From (Km)	To (Km)			
Urban Area of Poogal on Poogal-Dantour Road					
1	00+000	00+600	600	Four Lane Urban Section	Fig 2.5 of IRC SP:73-2015
2	00+600	1+430	830	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015
	Total Length		**1430**		

Sl No.	Design Chainage in Km		Length in (m)	Description	TCS Type
	From (Km)	To (Km)			
Poogal to Bap					
1	1+430	17+400	15970	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015
2	17+400	17+800	400	Four Lane Urban Section	Fig 2.5 of IRC SP:73-2015
3	17+800	90+460	72660	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015
4	90+460	91+220	760	VUP with service road	Fig 2.3 VUP approach section
5	91+220	92+560	1340	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015
6	92+560	93+340	780	VUP with service road	Fig 2.3 VUP approach section
7	93+340	117+460	24120	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015

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Sl No.	Design Chainage in Km		Length in (m)	Description	TCS Type
	From (Km)	To (Km)			
Poogal to Bap					
8	117+460	118+260	800	VUP with service road	Fig 2.3 VUP approach section
9	118+260	124+650	6390	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015
10	124+650	125+290	640	Four Lane Urban Section	Fig 2.5 of IRC SP:73-2015
11	125+290	139+720	14430	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015
12	139+720	140+240	520	Four Lane Urban Section	Fig 2.5 of IRC SP:73-2015
13	140+240	182+725	42485	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015
	Total Length		**181295**		

Sl. No.	Design Chainage in Km		Length in (m)	Description	TCS Type
	From (Km)	To (Km)			
Khajuwala to Poogal					
1	00+000	00+400	400	Four Lane Urban Section	Fig 2.5 of IRC SP:73-2015
2	00+400	30+812	30412	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015
	Total Length		**30812**		

Sl. No.	Design Chainage in Km		Length in (m)	Description	TCS Type
	From (Km)	To (Km)			
Urban Area of Poogal on Khajuwala to Poogal					
1	28+840	31+300	2460	Two lane Highway with Paved Shoulder	Fig 2.2 of IRC SP:73-2015
2	31+300	31+619	319	Four Lane Urban Section	Fig 2.5 of IRC SP:73-2015
	Total Length		**2779**		

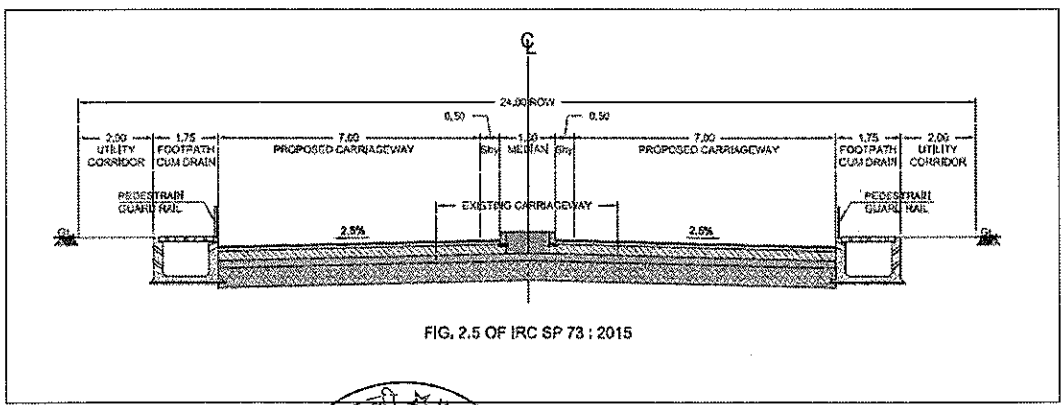

FIG. 2.5 OF IRC SP 73 : 2015

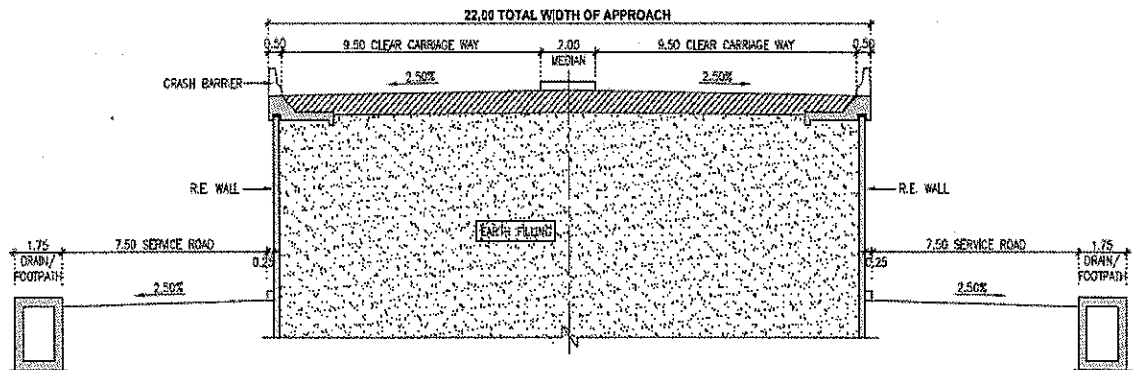

Fig 2.3 VUP APPROACH SECTION

3. Intersections and Grade Separators

All intersections and grade separators shall be as per Section 3 of the IRC SP 73:2015. Existing intersections which are deficient shall be improved to the prescribed standards.

Properly designed intersections shall be provided at the locations and of the types and features given below:

(a) At-grade major intersections

At-grade major intersections shall be improved as listed below:

Sl. No.	Location of intersection	Type of intersection	Other features
Urban Area of Poogal on Poogal-Dantour Road			
1	0+000	T	Poogal

Sl. No.	Location of intersection	Type of intersection	Other features
Poogal to Bap			
1	31+600	Y	Dantoure
2	35+000	Y	Dantoure
3	50+040	T	Jaggasar
4	90+910	Y	Goru
5	92+800	Y	Goru
6	105+150	Y	Ranjeetpura
7	105+880	Y	Ranjeetpura
8	117+880	+	
9	121+335	T	
10	139+700	+	Bikampur

Sl. No.	Location of intersection	Type of intersection	Other features
Khajuwala to Poogal			
1	0+000	+	Khajuwala

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2	28+000	Y	Bypass

b) At grade minor Junctions to be improved:

Sl. No.	Existing Chainage (Km)	Design Chainage (Km)	Side	Type of Intersection
Urban Area of Poogal on Poogal-Dantour Road				
1	1+410	01+405	LHS	T

Sl. No.	Existing Chainage (Km)	Design Chainage (Km)	Side	Type of Intersection
Poogal to Bap				
1	4+570	04+570	RHS	T
2	5+230	05+230	LHS	Y
3	9+115	09+110	LHS	T
4	10+415	10+412	LHS	T
5	10+495	10+495	LHS	T
6	10+605	10+605	LHS	T
7	11+170	11+166	RHS	T
8	12+920	12+920	RHS	T
9	13+055	13+050	RHS	T
10	13+170	13+170	RHS	T
11	14+660	14+653	LHS	T
12	17+475	17+472	LHS	T
13	17+720	17+715	RHS	T
14	22+110	22+100	RHS	T
15	22+630	22+625	RHS	T
16	26+315	26+297	LHS	T
17	29+480	26+460	Both	+
18	41+440	41+400	LHS	Y
19	42+615	42+575	LHS	Y
20	43+185	43+145	LHS	T
21	47+275	47+240	RHS	Y
22	47+310	47+275	LHS	Y
23	53+040	53+000	RHS	T
24	53+885	53+840	RHS	T
25	56+080	56+055	Both	+
26	59+140	50+100	RHS	Y
27	59+350	59+310	LHS	T
28	61+060	61+020	RHS	T
29	61+880	61+840	LHS	T
30	63+190	63+150	Both	+
31	69+170	69+125	LHS	T
32	71+685	71+640	LHS	T
33	71+900	71+850	RHS	T
34	72+660	72+610	RHS	T
35	74+275	74+230	RHS	Y

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Sl. No.	Existing Chainage (Km)	Design Chainage (Km)	Side	Type of Intersection
Poogal to Bap				
36	75+410	75+365	RHS	Y
37	82+730	82+690	Both	+
38	83+980	83+915	Both	+
39	88+610	88+545	LHS	T
40	96+645	95+990	Both	+
41	97+880	97+225	LHS	T
42	98+950	98+295	LHS	Y
43	101+480	100+820	RHS	T
44	120+720	119+965	LHS	Y
45	123+815	123+035	LHS	T
46	125+420	124+640	LHS	T
47	125+905	125+130	LHS	T
48	127+625	126+880	LHS	T
49	128+230	127+440	RHS	Y
50	133+960	133+165	LHS	T
51	136+650	135+845	LHS	T
52	137+390	136+590	RHS	T
53	138+225	137+425	RHS	T
54	148+200	147+250	RHS	T
55	149+650	148+700	LHS	Y
56	156+700	155+755	RHS	T
57	161+325	160+380	RHS	T
58	161+340	160+370	LHS	T
59	161+450	160+400	LHS	T
60	161+720	160+840	Both	+
61	162+580	161+635	Both	+
62	164+190	163+240	LHS	Y
63	165+025	164+070	LHS	+
64	165+210	164+255	LHS	T
65	168+130	167+180	LHS	Y
66	168+190	167+230	RHS	T
67	173+715	172+760	LHS	T
68	173+960	173+000	RHS	T
69	174+845	173+890	LHS	T

Sl. No.	Existing Chainage (Km)	Design Chainage (Km)	Side	Type of Intersection
Khajuwala to Poogal				
1	4+300	04+300	LHS	T
2	4+440	04+440	RHS	T
3	6+820	06+819	LHS	T
4	9+090	09+090	LHS	T
5	13+160	13+158	LHS	T

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Sl. No.	Existing Chainage (Km)	Design Chainage (Km)	Side	Type of Intersection
Khajuwala to Poogal				
6	15+100	15+098	LHS	T
7	17+740	17+739	Both	+
8	18+935	18+930	LHS	T
9	21+930	21+934	RHS	T

Sl. No.	Existing Chainage (Km)	Design Chainage (Km)	Side	Type of Intersection
Urban Area of Poogal on Khajuwala to Poogal				
1	30+525	30+506	LHS	Y
2	31+350	31+300	LHS	T

c) **Grade separated intersections with/without ramps:**

Sr. No.	Design Chainage	Length	No & Length of span	Vertical clearance	Type of GS
Poogal to Bap					
NIL					

Sr. No.	Design Chainage	Length	No & Length of span	Vertical clearance	Type of GS
Khajuwala to Poogal					
NIL					

4. ROAD EMBANKMENT AND CUT SECTION

4.1. Widening and improvement of the existing road embankment/cuttings and construction of new road embankment/ cuttings shall confirm to the Specifications and Standards given in section 4 of IRC SP 73:2015 and the specified cross sectional details. Deficiencies in the plan and profile of the existing road shall be corrected to the extent land is available.
Side slope of the embankment shall be protected using suitable measures wherever required.

4.2 Raising of the existing road

The existing road shall be raised in the following sections:

Sr No	Sections (from km to km)	Length	Extent of raising Top of finished road level
As per Plan-Profile drawings			

The FRL given in the profile shall be followed as a minimum. However, the contractor shall improve upon the plan and profile to the extent possible within the site (Proposed ROW) with prior approval of Authority's Engineer.

5. Pavement Design

5.1. Pavement design shall be carried out in accordance with Section 5 of the Manual.

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5.2. Type of Pavement

The Stretch of Project highway shall be flexible except at toll plaza locations where rigid pavement shall be provided.

5.3. Design requirement

Pavement design shall be as per section 5 of manual, IRC: 37-2012 for flexible pavement and IRC: 58-2015 for rigid pavement.

5.3.1 Design Period and strategy

Flexible pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum design period of 15 years. Stage construction shall not be permitted.

5.3.2 Notwithstanding anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for design traffic of 20 million standard axles.

5.4. Reconstruction/ New Construction Stretches

NH-911 from Poogal to Bap (Design Ch. 1/430 to 182/725) and from Khajuwala to Poogal (Design Ch. 0/000 to 30/812) of existing road shall be reconstructed with flexible pavement. Urban portion of Poogal on Khajuwala – Poogal road and Poogal – Dantour Road shall also be taken in reconstruction for development.

6. ROAD SIDE DRAINAGE

Drainage system including surface and subsurface drains for the Project Highway shall be provided as per Section 6 of the Manual, Minimum length and locations of RCC road side drain shall be per cross section schedule given in 2.11 of Annex- I of Schedule B.

7. DESIGN OF STRUCTURES

7.1. General

7.1.1. All bridges, culverts and structures shall be designed and constructed in accordance with section 7 of IRC SP 73:2015 and shall confirm to the cross sectional features and other details specified therein.

7.1.2. Width of the carriageway of new bridges and structures shall be as follows:

SI No	Bridge at km	Width of carriageway and cross sectional features
NIL		

7.1.3. The following structures shall be provided with footpaths:

SI No	Location at km	Remark
NIL		

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7.1.4. All bridges shall be high-level bridges.

7.1.5. The following structures shall be designed to carry utility services specified in table below:

NIL

7.1.6 Cross-section of the new culverts and bridges at deck level for the Project Highway shall confirm to the typical cross-sections given in section 7 of the Manual.

7.2. Culverts

7.2.1 Overall width of all culverts shall be equal to the roadway width of the approaches:

7.2.2 **Reconstruction of existing culverts**

The existing culverts at the following locations shall be re-constructed:

(a) Existing RCC Slab culvert to RCC Box culverts: 40 Nos in Khajuwala to Poogal, 2 Nos on Urban Area of Poogal on Khajuwala to Poogal and 44 Nos in Poogal to Khajuwala

Sr No.	Chainage		Proposed Span No. X Span Length (m)	Remark
	Existing (Km)	Proposed (Km)		
	Khajuwal to Poogal			
1	0 + 245	00+246	1 x 2.00	Four Lane structure (Urban section)
2	0 + 530	00+531	1 x 2.00	
3	1 + 165	01+162	1 x 2.00	
4	2 + 035	02+033	1 x 2.00	
5	2 + 075	02+076	1 x 2.00	
6	2 + 625	02+625	1 x 2.00	
7	3 + 170	03+172	1 x 2.00	
8	3 + 700	03+700	1 x 2.00	
9	4 + 870	04+871	1 x 2.00	
10	5 + 370	05+372	1 x 2.00	
11	5 + 725	05+723	1 x 2.00	
12	6 + 570	06+565	1 x 6.00	
13	6 + 840	06+841	1 x 2.00	
14	7 + 035	07+034	1 x 2.00	
15	7 + 410	07+406	1 x 2.00	
16	7 + 645	07+646	1 x 2.00	
17	7 + 970	07+967	1 x 2.00	
18	8 + 810	08+805	1 x 2.00	
19	9 + 925	09+924	1 x 2.00	
20	11 + 055	11+054	1 x 2.00	
21	11 + 370	11+367	1 x 2.50	
22	12 + 635	12+635	1 x 2.00	
23	13 + 615	13+618	1 x 4.00	
24	14 + 370	14+366	1 x 2.00	

Sr No.	Chainage		Proposed Span No. X Span Length (m)	Remark
	Existing (Km)	Proposed (Km)		
	Khajuwal to Poogal			
25	15 + 265	15+265	1 x 2.00	
26	15 + 800	15+798	1 x 4.00	
27	16 + 590	16+590	1 x 2.00	
28	16 + 890	16+889	1 x 2.50	
29	17 + 470	17+469	1 x 2.50	
30	17 + 725	17+725	1 x 2.50	
31	19 + 080	19+083	1 x 2.00	
32	19 + 330	19+330	1 x 2.50	
33	19 + 575	19+576	1 x 2.00	
34	19 + 795	19+797	1 x 2.50	
35	21 + 895	21+895	1 x 2.50	
36	22 + 915	22+909	1 x 2.50	
37	23 + 670	23+669	1 x 2.50	
38	25 + 970	25+958	1 x 2.00	
39	27 + 500	27+491	1 x 2.50	
40	28 + 120	28+107	1 x 6.00	

Sr No.	Chainage		Proposed Span No. X Span Length (m)	Remark
	Existing (Km)	Proposed (Km)		
	Urban Area of Poogal on Khajuwala to Poogal			
1	29 + 035	29+024	1 x 2.00	
2	29 + 555	29+545	1 x 2.50	

Sr No.	Chainage		Proposed Span No. X Span Length (m)	Remark
	Existing (Km)	Proposed (Km)		
	Poogal to Bap			
1	17 + 625	17+622	1 x 4.00	Four Lane structure (Urban section)
2	35 + 010	34+974	1 x 2.00	
3	36 + 510	36+472	1 x 2.00	
4	38 + 035	38+000	1 x 2.00	
5	38 + 915	38+878	1 x 2.00	
6	39 + 370	39+333	1 x 2.00	
7	39 + 485	39+450	1 x 2.00	
8	39 + 620	39+582	1 x 2.00	
9	40 + 850	40+812	1 x 3.00	
10	42 + 580	42+542	1 x 2.00	
11	42 + 885	42+847	1 x 2.00	
12	43 + 200	43+163	1 x 2.00	
13	44 + 280	44+242	1 x 2.00	
14	45 + 400	45+365	1 x 4.00	

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Sr No.	Chainage		Proposed Span No. X Span Length (m)	Remark
	Existing (Km)	Proposed (Km)		
	Poogal to Bap			
15	45 + 835	45+798	1 x 2.00	
16	48 + 730	48+694	1 x 2.00	
17	49 + 035	48+997	1 x 2.00	
18	49 + 625	49+589	1 x 2.00	
19	49 + 950	49+909	1 x 3.00	
20	53 + 010	52+966	1 x 2.10	
21	62 + 845	62+803	1 x 4.00	
22	73 + 765	73+722	1 x 2.90	
23	87 + 325	87+258	1 x 4.00	
24	109 + 250	108+515	1 x 5.00	
25	113 + 290	112+555	1 x 3.00	
26	113 + 820	113+081	1 x 2.50	
27	115 + 120	114+378	1 x 3.00	
28	116 + 965	116+218	1 x 3.00	
29	118 + 090	117+342	1 x 3.00	
30	119 + 850	119+099	1 x 3.00	
31	127 + 600	126+808	1 x 5.00	
32	131 + 110	130+310	1 x 2.00	
33	131 + 485	130+682	1 x 2.00	
34	132 + 715	131+909	1 x 3.00	
35	134 + 025	133+225	1 x 2.00	
36	136 + 835	136+035	1 x 6.00	
37	163 + 040	162+091	1 x 3.50	
38	163 + 470	162+520	1 x 3.50	
39	165 + 495	164+544	1 x 2.00	
40	167 + 265	166+309	1 x 2.00	
41	173 + 790	172+841	1 x 3.50	
42	179 + 930	178+974	1 x 3.00	
43	180 + 110	179+160	1 x 3.00	
44	180 + 315	179+360	1 x 3.00	

(b) Existing Syphon type Pipe Culvert to Normal Pipe Culvert: 0 No in Khajuwala to Poogal, 1 No in Urban Area of Poogal on Poogal to Bap and 16 Nos in Poogal to Bap

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Khajuwala to Poogal			
NIL			

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Urban Area of Poogal on Poogal Dantour Road			

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Urban Area of Poogal on Poogal Dantour Road			
1	2 + 465	02+466	1 x 1200

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Poogal to Bap			
1	18 + 872	18+867	1 x 1200
2	19 + 392	19+387	1 x 1200
3	20 + 200	20+209	1 x 1200
4	22 + 635	22+629	1 x 1200
5	29 + 400	29+382	1 x 1200
6	52 + 805	52+813	1 x 1200
7	56 + 965	56+922	1 x 1200
8	61 + 095	61+054	1 x 1200
9	71 + 040	70+995	1 x 1200
10	90 + 835	90+773	1 x 1200
11	93 + 645	92+986	1 x 1200
12	103 + 727	103+069	1 x 1200
13	113 + 665	112+934	1 x 1200
14	120 + 740	119+988	1 x 1200
15	126 + 130	125+354	1 x 1200
16	127 + 665	126+873	1 x 1200

(c) Existing Pipe Culvert to RCC Box Culvert: 1 No in Khajuwala to Poogal, 1 No in Urban Area of Poogal on Poogal to Bap and 19 Nos in Poogal to Bap

Sr. No.	Chainage		Proposed Span No. X Span Length (m)
	Existing (Km)	Proposed (Km)	
Khajuwala to Poogal			
1	4 + 280	04+279	1 x 2.00

Sr. No	Chainage		Proposed Span No. X Span Length (m)
	Existing (Km)	Proposed (Km)	
Urban Area of Poogal on Poogal Dantour Road			
1	1 + 370	01+372	1 x 2.00

Sr. No	Chainage		Proposed Span No. X Span Length (m)
	Existing (Km)	Proposed (Km)	

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Poogal to Bap			
1	22 + 890	22+883	1 x 2.00
2	25 + 215	25+207	1 x 2.00
3	28 + 930	28+915	1 x 2.00
4	38 + 905	38+868	1 x 2.00
5	58 + 450	58+408	1 x 2.00
6	73 + 040	73+002	1 x 2.00
7	77 + 090	77+046	1 x 2.00
8	77 + 520	77+476	1 x 2.00
9	79 + 075	79+032	1 x 2.00
10	82 + 895	82+845	1 x 2.00
11	83 + 105	83+046	1 x 2.00
12	104 + 787	104+129	1 x 2.00
13	105 + 145	104+487	1 x 2.00
14	105 + 520	104+862	1 x 2.00
15	105 + 790	105+130	1 x 2.00
16	113 + 520	112+786	1 x 2.00
17	123 + 635	122+865	1 x 2.00
18	129 + 230	128+430	1 x 2.00
19	161 + 650	160+702	3 x 2.00

d) Existing Pipe Culvert to Syphon Type Pipe: 0 No in Khajuwala to Poogal and 1 No in Poogal to Bap

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Khajuwala to Poogal			
NIL			

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Poogal to Bap			
1	30 + 630	30+613	1 x 1200 dia

e) Existing Slab Culvert to Syphon Type Pipe culvert: 1 No in Khajuwala to Poogal and 0 No in Poogal to Bap

Sr No.	Chainage		Proposed Span No. X Span Length (m)
	Existing (Km)	Proposed (Km)	
Khajuwala to Poogal			
1	22 + 385	22+389	1 x 2.00

Sr No.	Chainage		Proposed Span No. X Span Length (m)
	Existing (Km)	Proposed (Km)	
Poogal to Bap			
NIL			

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f) Existing Pipe Culvert to Pipe Culvert: 0 No in Khajuwala to Poogal and 7 No in Poogal to Bap

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Khajuwala to Poogal			
NIL			

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Poogal to Bap			
1	3 + 493	03+489	1 x 1200 dia
2	13 + 155	13+154	1 x 1200 dia
3	13 + 255	13+255	1 x 1200 dia
4	16 + 997	16+995	1 x 1200 dia
5	20 + 800	20+794	1 x 1200 dia
6	49 + 630	49+596	1 x 1200 dia
7	68 + 865	68+823	1 x 1200 dia

g) Existing Syphon Type Pipe to Syphon Type Pipe Culvert: 5 No in Khajuwala to Poogal, 2 Nos in Urban area of Poogal on Khajuwala to Poogal and 45 No in Poogal to Bap

Sr no	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Khajuwala to Poogal			
1	14 + 615	14+615	1 x 1200 dia
2	23 + 675	23+677	1 x 1200 dia
3	24 + 605	24+603	1 x 1200 dia
4	25 + 295	25+297	1 x 1200 dia
5	26 + 955	26+948	1 x 1200 dia

Sr no	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Urban area of Poogal on Khajuwala to Poogal			
1	29 + 225	29+214	1 x 1200 dia
2	30 + 030	30+018	1 x 1200 dia

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
Poogal to Bap			
1	5 + 145	05+145	1 x 1200 dia
2	5 + 230	05+233	1 x 1200 dia
3	6 + 070	06+066	1 x 1200 dia

Sr No.	Chainage		Proposed Dia No. X Dia (mm)
	Existing (Km)	Proposed (Km)	
		Poogal to Bap	
4	6 + 310	06+309	1 x 1200 dia
5	6 + 580	06+579	1 x 1200 dia
6	7 + 350	07+350	1 x 1200 dia
7	8 + 130	08+124	1 x 1200 dia
8	8 + 635	08+631	1 x 1200 dia
9	9 + 142	09+139	1 x 1200 dia
10	14 + 170	14+167	1 x 1200 dia
11	27 + 092	27+071	1 x 1200 dia
12	31 + 100	31+079	1 x 1200 dia
13	53 + 830	53+790	1 x 1200 dia
14	55 + 515	55+475	1 x 1200 dia
15	61 + 605	61+563	1 x 1200 dia
16	62 + 125	62+080	1 x 1200 dia
17	67 + 320	67+280	1 x 1200 dia
18	71 + 655	71+611	1 x 1200 dia
19	72 + 430	72+387	1 x 1200 dia
20	73 + 310	73+268	1 x 1200 dia
21	75 + 190	75+146	1 x 1200 dia
22	76 + 615	76+569	1 x 1200 dia
23	77 + 900	77+855	1 x 1200 dia
24	78 + 330	78+286	1 x 1200 dia
25	85 + 085	85+023	1 x 1200 dia
26	85 + 705	85+640	1 x 1200 dia
27	87 + 470	87+405	1 x 1200 dia
28	89 + 650	89+586	1 x 1200 dia
29	89 + 970	89+902	1 x 1200 dia
30	94 + 455	93+801	1 x 1200 dia
31	95 + 155	94+458	1 x 1200 dia
32	99 + 945	99+287	1 x 1200 dia
33	102 + 000	101+342	1 x 1200 dia
34	103 + 290	102+632	1 x 1200 dia
35	104 + 515	103+855	1 x 1200 dia
36	105 + 305	104+646	1 x 1200 dia
37	111 + 180	110+447	1 x 1200 dia
38	111 + 890	111+154	1 x 1200 dia
39	112 + 895	112+162	1 x 1200 dia
40	121 + 050	120+299	1 x 1200 dia
41	121 + 285	120+534	1 x 1200 dia
42	122 + 980	122+210	1 x 1200 dia
43	125 + 130	124+361	1 x 1200 dia
44	131 + 560	130+759	1 x 1200 dia
45	132 + 790	131+992	1 x 1200 dia

7.2.3 Widening of existing culverts

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NIL

7.2.4 Additional new culverts shall be constructed as per particulars given in the table below:
NIL

7.2.5 Repairs/replacements of railing/parapets, flooring and protection works of the existing culverts shall be undertaken as follows:

NIL

7.2.6 Floor protection works shall be as specified in the relevant IRC Codes and Specifications.

7.3. Bridges

7.3.1 Existing bridges to be re- constructed/widened

(i) The existing bridges at the following locations shall be re-constructed as new Structures:

Major Bridges: NIL

Minor Bridges

Sr. No	Existing Chainage in Km	Design Chainage in Km	Type of Structure			Remarks
			Span Arrangement No of Span x Span Length	Proposed Width	Type of bridge	
Khajuwala to Poogal						
1	16 + 160	16+167	1 X 10.00	14.00	R.C.C	
2	18 + 855	18+857	1 X 7.00	14.00	R.C.C	

Sr. No	Existing Chainage in Km	Design Chainage in Km	Type of Structure			Remarks
			Span Arrangement No of Span x Span Length	Proposed Width	Type of bridge	
Poogal to Bap						
1	82 + 670	82+622	1 x 6.70	14.00	R.C.C	
2	122 + 000	121+244	1 x 11.00	14.00	R.C.C	
3	138 + 810	138+000	3 x 3.00	14.00	R.C.C	
4	140 + 280	139+474	1 X 40	14.00	Steel Truss	

(ii) The following narrow bridges shall be widened:

NIL

7.3.2 Additional new bridges:

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New bridges at the following locations on the Project Highway shall be constructed. GADs for the new bridges are attached in the drawings folder

NIL

7.3.3 The railings of existing bridges shall be replaced by crash barriers at the following locations: [Refer to paragraph 7.18 (iv) the Manual and provide details:]

SI No	Location in km	Remarks

7.3.4 Repairs/replacements of railing/parapets of the existing bridges shall be undertaken as follows:

[Refer to paragraph 7.18 (v) the Manual and provide details]

SI No	Location in km	Remarks

7.3.5 Drainage system for bridge decks

An effective drainage system for bridge decks shall be provided as specified in paragraph 7.20 of the Manual

7.3.6 Structures in marine environment

Nil

7.4. ROB

7.4.1 Design, construction and detailing of ROB/RUB shall be as specified in section 7 of the Manual.

7.4.2 Road over-bridges
Road over-bridges (road over rail) shall be provided at the following level crossings, as per GAD drawings attached:

SI No	Location	Salient feature	length of viaduct to be provided	TCS	Remark

7.4.3 Road under-bridges
NIL

7.5 Grade Separated Structures

The grade separated structures shall be provided at the locations and of the type and length specified in paragraphs 2.9 and 3 of this Annex-I.

Sr. No.	Design Chainage	Length	No & Length of span	Vertical clearance	Type of GS	Remark

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Poogal to Bap						
1	90+910	16.78	1 x 16.78	5.5	VUP	Four Lane Structure
2	92+805	15.25	1 x 15.25	5.5	VUP	Four Lane Structure
3	117+885	13.85	1 x 13.85	5.5	VUP	Four Lane Structure

Sr. No.	Design Chainage	Length	No & Length of span	Vertical clearance	Type of GS
Khajuwala to poogal					
NIL					

7.6 Repairs and strengthening of bridges and structures

The existing bridges and structures to be repaired/ strengthened, and the nature and extent of repairs /strengthening required are given below:

(A) Bridges

SI No	Location of bridge (km)	Nature and extent of repairs /strengthening to be carried out

(B) ROB/RUB

SI No	Location of bridge (km)	Nature and extent of repairs /strengthening to be carried out

(C) Overpasses/Underpasses and other structures

SI No	Location of bridge (km)	Nature and extent of repairs /strengthening to be carried out

8. TRAFFIC CONTROL DEVICES AND ROAD SAFETY WORKS

8.1. Traffic control devices and road safety works shall be provided in accordance with Section 9 of IRC SP 73:2015.

8.2 Specifications of the reflective sheeting shall be provided in accordance with the provision of Section 9 of the Manual.

9. ROADSIDE FURNITURE

9.1. Roadside furniture shall be provided in accordance with the provisions of Section 9 of IRC SP 73:2015.

9.2 Overhead traffic signs: Shoulder mounted signs shall be supported on GI pipes. Overhead signs shall be placed on a structurally sound gantry or cantilever structure made of GI pipes. Its height, lateral and vertical clearance for installation shall be as per the guidance provided in IRC:67 and also as per MORTH Specifications.

Over Head Gantry		
Sl. No.	Design Chainage (Km)	Location

Poogal to Bap		
1	2+000	Poogal
2	31+100	Dantour
3	35+400	Dantour

Over Head Gantry		
Sl. No.	**Design Chainage (Km)**	**Location**
Khajuwala to Poogal		
1	00+500	Khajuwala
2	28+000	Poogal

Cantilever Gantry			
Sl. No.	**Design Chainage (Km)**	**Side**	**Location**
Poogal to Bap			
1	18+700	LHS	Toll Plaza-I
2	20+300	RHS	Toll Plaza-I
3	90+400	LHS	Goru (VUP)
4	91+400	RHS	Goru (VUP)
5	92+400	LHS	Goru (VUP)
6	93+900	RHS	Goru (VUP)
7	80+800	LHS	Toll Plaza-II
8	82+500	RHS	Toll Plaza-II
9	105+000	LHS	Ranjeetpura
10	106+000	RHS	Ranjeetpura
11	117+350	LHS	VUP
12	118+450	RHS	VUP
13	139+300	LHS	Bikampur
14	140+300	RHS	Bikampur
15	166+900	LHS	Toll Plaza-III
16	168+500	RHS	Toll Plaza-III

Cantilever Gantry			
Sl. No.	**Design Chainage (Km)**	**Side**	**Location**
Khajuwala to Poogal			
1	29+000	RHS	Poogal Bypass merging

10. COMPULSORY AFFORESTATION

Compensatory afforestation shall be done as per section 11 of the manual. Total 30000 nos of trees shall be planted.

11. HAZARDOUS LOCATIONS

The safety barriers shall also be provided at Hazardous location such as Major/Minor Bridges.

at embankment location greater than 3.0m, Metal beam crash barrier shall be provided.

12 SPECIAL REQUIREMENT

NIL

13 Retaining Wall

Details of Retaining walls: retaining walls shall be provided at following locations.

SI NO	Design Chainage		Length in M	Side
	From	To		
Poogal to Bap				
1	01+640	02+020	380	LHS
2	02+760	02+940	180	LHS
3	03+000	03+060	60	LHS
4	03+120	03+180	60	LHS
5	04+380	04+580	200	LHS
6	06+020	06+100	80	LHS
7	10+180	10+240	60	LHS
8	13+500	13+640	140	LHS
9	21+260	21+380	120	LHS
10	23+900	23+980	80	LHS
11	24+020	24+120	100	LHS
12	27+460	27+520	60	LHS
13	35+860	35+960	100	LHS
14	41+740	42+000	260	LHS
15	43+320	43+400	80	LHS
16	44+080	44+160	80	LHS
17	48+200	48+260	60	LHS
18	54+600	54+800	200	LHS
19	63+420	63+620	200	LHS
20	64+840	65+020	180	LHS
21	84+200	84+320	120	LHS
22	110+620	110+680	60	LHS
23	121+840	121+900	60	LHS
24	123+900	124+140	240	LHS
25	125+400	125+520	120	LHS
26	126+120	126+220	100	LHS
27	129+560	129+720	160	LHS
28	131+700	131+760	60	LHS
29	133+480	133+600	120	LHS
30	134+960	135+020	60	LHS
31	145+480	145+560	80	LHS
32	148+040	148+120	80	LHS
33	149+980	150+060	80	LHS
34	153+240	153+320	80	LHS
Total Length			4100	

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SI NO	Design Chainage		Length in M	Side
	From	To		
Urban Area of poogal on Poogal to Bap				
1	00+820	00+920	100	RHS
2	01+240	01+300	60	RHS
Total Length			160	

SI NO	Design Chainage		Length in M	Side
	From	To		
Poogal to Bap				
1	01+660	02+000	340	RHS
2	02+760	02+880	120	RHS
3	02+960	03+180	220	RHS
4	04+440	04+720	280	RHS
5	05+580	05+720	140	RHS
6	06+020	06+100	80	RHS
7	06+200	06+260	60	RHS
8	11+500	11+580	80	RHS
9	12+280	12+360	80	RHS
10	13+520	13+660	140	RHS
11	17+960	18+040	80	RHS
12	21+160	21+280	120	RHS
13	22+140	22+240	100	RHS
14	22+700	22+840	140	RHS
15	23+820	24+000	180	RHS
16	35+920	35+980	60	RHS
17	41+720	41+980	260	RHS
18	43+300	43+400	100	RHS
19	43+840	44+120	280	RHS
20	48+060	48+200	140	RHS
21	54+600	54+840	240	RHS
22	63+420	63+620	200	RHS
23	84+220	84+320	100	RHS
24	109+760	109+820	60	RHS
25	117+060	117+120	60	RHS
26	118+660	118+740	80	RHS
27	118+920	118+980	60	RHS
28	123+900	124+060	160	RHS
29	129+000	129+060	60	RHS
30	133+440	133+600	160	RHS
31	145+460	145+560	100	RHS
32	149+980	150+060	80	RHS
33	153+220	153+300	80	RHS
Total Length			4440	

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SI NO	Design Chainage		Length in M	Side
	From	To		
Khajuwala to Poogal				
1	22+380	22+460	80	RHS
Total Length			80	

SI NO	Design Chainage		Length in M	Side
	From	To		
Khajuwala to Poogal				
1	22+380	22+460	80	LHS
Total Length			80	

14 CHANGE OF SCOPE

The length / location of Structures and bridges and its GAD specified hereinabove shall be treated as an approximate assessment. The actual lengths or design as required on the basis of detailed investigations shall be determined by the Contractor in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 13.

Schedule C

PROJECT FACILITIES

1. Project Facilities

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

a) toll plaza[s];
b) roadside furniture;
c) pedestrian facilities;
d) tree plantation;
e) truck lay-byes;
f) bus-bays and bus shelters;
g) rest areas; and
h) others
   1. Highway Lighting
   2. Highway Patrol
   3. Ambulances
   4. A.T.M.S.
   5. Traffic aid posts
   6. Medical aid posts
   7. Vehicle rescue posts

2. Description of Project Facilities

Each of the project facilities is briefly described below.

a) **Toll Plaza**

Toll plaza at following locations shall be provided in accordance with the manual of specifications and standards as referred in schedule D.

SI No	Design Chainage	Remark
Poogal to Bap		
1	19+520	Between Poogal and Dantour
2	81+700	Between Dantour and Ranjeetpura
3	167+700	Between Ranjeetpura and Bap

b) **Roadside Furniture**

(i) Traffic Signs and Pavement Markings
Traffic signs and pavement markings shall include road signs, full gantries, half gantries, overhead signs, mounted signs, road markings, cat-eyes, chevron marking board, pasting of stickers on each vertical post of crash barrier along the project highway. The locations for these provisions shall be finalized in consultation with Independent Engineer.

(ii) Concrete Crash Barrier and Metal beam crash barrier

(iii) Traffic Safety Devices
Road Side safety barriers shall be provided at all locations of hazards such as high embankment, road side obstacles, sharp curves, VUP and bridge approaches, overpasses,

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ROB and any other locations identified in consultation with Independent Engineer during the execution of the project highway.

(iv) Boundary Stones at 50m c/c
(v). Hectometer / Kilometer Stones
(vi) Traffic Blinker Signal (L.E.D.) at all intersections

c) Pedestrian Facilities

Pedestrian Guard rails shall be provided at major junctions, truck lay byes, bus bays and near schools/ hospitals.

d) Landscaping and Tree Plantation

Landscaping of the highway shall be done on, but not limited to, the following:
- Median
- At grade islands of intersection locations
- Toll Plaza Area

e) Truck Lay-byes

Truck Lay byes shall be provided at locations given below.

SI No	Design chainage		Remark
	LHS	RHS	
1	30+990	30+095	Near Dantour

f) Bus-bays and Passengers Shelters

Passenger Bus Shelters shall be provided at locations given below:

Sl. No.	Design Chainage in Kms		Name of Place
	LHS	RHS	
Urban area of Poogal on Poogal to Bap			
1	00+715	00+786	Poogal

Sl. No.	Design Chainage in Kms		Name of Place
	LHS	RHS	
Poogal to Bap			
1	04+200	04+300	Devnagar
2	09+360	09+440	Chhagoliya
3	13+100	13+000	Gangajali
4	17+000	17+100	KHM 66 D
5	31+467	31+547	Dantour
6	45+465	45+545	-
7	47+325	47+405	Maganwala
8	49+755	49+825	Jaggasar
9	52+165	52+265	-
10	56+000	56+100	Tawarwala
11	60+815	60+895	Bhurasar
12	69+100	69+200	Dandkala
13	71+810	71+890	Gokul

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Sl. No.	Design Chainage in Kms		Name of Place
	LHS	RHS	
Poogal to Bap			
14	72+740	72+820	-
15	73+425	73+500	-
16	75+495	75+575	-
17	76+775	76+855	-
18	89+950	90+030	Goru
19	97+280	97+360	
20	105+840	105+975	Ranjeetpura
21	117+210	117+290	Goru-Adpali Junction
22	121+535	121+615	Bajju-Bharewala junction
23	125+640	125+720	Charanwala
24	139+160	139+240	Bikampur
25	164+635	164+715	Nokh

Sl. No.	Design Chainage in Kms		Name of Place
	LHS	RHS	
Khajuwala to Poogal			
1	00+570	00+650	Khajuwala
2	04+660	04+740	10KJD
3	06+320	06+680	Army Camp
4	09+440	09+520	Maghodiggi
5	12+930	13+010	4ADM
6	16+450	16+530	112RD
7	17+580	17+660	10PB
8	21+240	21+320	6BLD
9	25+460	25+540	Pailvan ka Bera

Sl. No.	Design Chainage in Kms		Name of Place
	LHS	RHS	
Urban area of Poogal on Khajuwala to Poogal			
1	30+980	31+060	Poogal

Bus Bays shall be provided at locations given below

Sl. No.	Design Chainage in Kms		Name of Place
	LHS	RHS	
Urban area of Poogal on Poogal to Bap			
1	00+715	00+786	Poogal

Sl. No.	Design Chainage in Kms		Name of Place
	LHS	RHS	
Poogal to Bap			
1	09+360	09+440	Chhagoliya
2	31+467	31+547	Dantour
3	45+465	45+545	-
4	47+325	47+405	Maganwala
5	49+755	49+825	Jaggasar
6	52+165	52+265	-
7	60+815	60+895	Bhurasar
8	71+810	71+890	Gokul
9	72+740	72+820	-
10	73+425	73+500	-
11	75+495	75+575	-
12	76+775	76+855	-
13	89+950	90+030	Goru
14	97+280	97+360	
15	105+840	105+975	Ranjeetpura
16	117+210	117+290	Goru-Adpali Junction
17	121+535	121+615	Bajju-Bharewala junction
18	125+640	125+720	Charanwala
19	139+160	139+240	Bikampur
20	164+635	164+715	Nokh

Sl. No.	Design Chainage in Kms		Name of Place
	LHS	RHS	
Khajuwala to Poogal			
1	00+570	00+650	Khajuwala
2	04+660	04+740	10KJD
3	09+440	09+520	Maghodiggi
4	12+930	13+010	4ADM
5	16+450	16+530	112RD
6	17+580	17+660	10PB
7	21+240	21+320	6BLD
8	25+460	25+540	Pailvan ka Bera

Sl. No.	Design Chainage in Kms		Name of Place
	LHS	RHS	
Urban area of Poogal on Khajuwala to Poogal			
1	30+980	31+060	Poogal

g) Rest Area - NIL

h) Other

1. Highway Lighting

Lighting shall be provided in Built –up area, underpass locations, toll plaza area, truck lay bye locations, bus bay locations, and major junctions. High mast lighting shall be provided at all major junctions and toll plazas. The lightings shall be as per **Schedule "D".**

2. Highway Patrol
Highway Patrol units shall be provided as per **Schedule "D".**

3. Ambulances
Ambulances shall be provided as per **Schedule "D".**

4. Advance Traffic Management System (ATMS)
Advance Traffic Management System (ATMS) shall be provided as per **Schedule "D".**

5. Traffic Aid Posts
Traffic Aid Posts shall be provided as per **Schedule "D".**

6. Medical Aid Posts
Medical aid posts shall be provided as per **Schedule "D".**

7. Vehicle rescue posts
Vehicle rescue posts shall be provided as per **Schedule "D".**

Schedule D

SPECIFICATIONS AND STANDARDS

1. Construction

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

2. Design Standards

The Project Highway including Project Facilities shall confirm to design requirements set out in the following documents:

a. Manual of Specifications and Standards for Two Lanning of Highways with paved shoulders (IRC: SP: 73:2015), referred to herein as the Manual.

Annex – I
(Schedule – D)

SPECIFICATIONS & STANDARDS FOR CONSTRUCTION

1 Specifications and Standards

All Materials, works and construction operations shall confirm to the Manual of Specifications and Standards for Two-Lanning of Highways (IRC:SP:73:2015), referred to as the Manual, and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

2 Deviations from the Specifications and Standards

Notwithstanding anything to the contrary contained in Paragraph 1 above, the following Specifications and Standards shall apply to the Project Highway, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:

Sr. No.	Item	Manual clause Reference	Provision as per Manual	Deviation from the Manual
1.	Boundary Stone	Clause 12.2	Road boundary stones at 200 m	Road boundary stones at 50 m c/c

SCHEDULE - E

(See Clause 4.1.3)

APPLICABLE PERMITS

1 Applicable Permits

1.1 The Concessionaire shall obtain, as required under Applicable Laws, the following Applicable Permits on or before the Appointed Date.

Part-I

(a) Permission of the State Government for extraction of boulders from quarries for and in respect of at least 20% (twenty per cent) of the total length of the Project; and

Part-II

(a) Permission of Village Panchayat and the Pollution Control Board for installation of crushers;

(b) License for use of explosives;

(c) Permission of the State Government for drawing water from river/reservoir; and

(d) Any other permits or clearances required under Applicable Laws.

1.2 Unless otherwise specified in this Agreement, Applicable Permits, as required, relating to environmental protection and conservation shall have been procured by the Authority as a Condition Precedent.

SCHEDULE - F
(See Clause 9.1)

PERFORMANCE SECURITY

The Chairman,

National Highways Authority of India
New Delhi

WHEREAS:

(A) M/s GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED (the "**Concessionaire**") and the Chairman, National Highways Authority of India (the "**Authority**") have entered into a Concession Agreement dated ..... (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertakingfor Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojnaon design, build, operate and transfer ("**DBOT Annuity or Hybrid Annuity**") basis, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. 44.75 cr. (Rupees forty four crore and seventy five lakh only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).

(C) We,.....through our Branch at ..... (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of General Manager in the National Highways Authority of India, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that

the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the earlier of the 1st (first) anniversary of the Appointed Date or compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 30% (thirty per cent) of the Bid Project cost which is deemed to be Rs.268.50 cr. (Rupees two hundred and sixty eight crore and fifty lakh only) for the purposes of this Guarantee, and provided the Concessionaire is not in breach of this Agreement. Upon request made by

the Concessionaire for release of the Performance Security alongwith the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

12. This guarantee shall also be operatable at our _____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.

13. 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 NHAI. The details are as following:

Name of Beneficiary : National Highways Authority of India
Name of Bank: Canara Bank
Address of Bank Branch: Dwarka Sector 10 Branch
Account No. 8598201005819
IFSC Code: CNRB0008598

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE - G

(See Clause 12.1)

PROJECT COMPLETION SCHEDULE

1 Project Completion Schedule

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

2 Project Milestone-I

2.1 Project Milestone-I shall occur on the date falling on the 214th (two hundred and fourteenth) day from the Appointed Date (the "Project Milestone-I").

2.2 Prior to the occurrence of Project Milestone-I, the Concessionaire shall have expended not less than 20% (twenty per cent) of the total capital cost set forth in the Financial Package.

2.3 Prior to the occurrence of Project Milestone –I, the Concessionaire shall have commenced construction of the Project and achieved 20% Physical Progress.

3 Project Milestone-II

3.1 Project Milestone-II shall occur on the date falling on the 334th (Three hundred and thirty fourth) day from the Appointed Date (the "Project Milestone-II").

3.2 Prior to the occurrence of Project Milestone-II, the Concessionaire shall have expended not less than 35% (thirty five per cent) of the total capital cost set forth in the Financial Package. Provided, however, that at least 70% (seventy percent) of the expenditure referred to hereinabove shall have been incurred on physical works which shall not include advances of any kind to any person or expenditure of any kind on plant and machinery.

3.3 Prior to the occurrence of Project Milestone –II, the Concessionaire shall have commenced construction of the Project and achieved 35% Physical Progress

4 Project Milestone-III

4.1 Project Milestone-III shall occur on the date falling on the 584th (five hundred and eighty fourth) day from the Appointed Date (the "Project Milestone-III").

4.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced construction of all Project Facilities and expended not less than 75% (seventy five per cent) of the total capital cost set forth in the Financial Package.

4.3 Prior to the occurrence of Project Milestone –III, the Concessionaire shall have commenced construction of the Project and achieved 75% Physical Progress

5 Scheduled Completion Date

5.1 The Scheduled Completion Date shall be the 730th (sevenhundred and thirtieth) day from the Appointed Date.

5.2 On or before the Scheduled Completion Date, the Concessionaire shall have completed the Project in accordance with this Agreement.

6 Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

Annexure-I of Schedule G

Format for Contract Price Weightages for Highway Projects with Flexible Pavements

Contract Price Weightages

1.1 The Contract Price i.e. Bid Project Cost for this Agreement is Rs. 895.00 crore (Rupees eight hundred and ninety five crore)

1.2 Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below:

Item	Stage for measurement of Physical Progress	Unit	Qty.	Weightage in percentage to the Contract Price
1	2	3	4	5
Road works including culverts, minor bridges, underpasses, overpasses, approaches to ROB/RUB/ Major Bridges/ Structures (but excluding service roads)	**A- Widening and strengthening of existing road**			
	(1) Earthwork up to top of the sub-grade	Km	[***]	[***]
	(2) Granular work (sub- base, base, shoulders)			
	(a) GSB	Km	[***]	[***]
	(b) WMM	Km	[***]	[***]
	(3) Shoulders	Km	[***]	[***]
	(4) Bituminous work			
	(a) DBM	Km	[***]	[***]
	(b) BC	Km	[***]	[***]
	(5) Rigid Pavement			
	Concrete work	Km	[***]	[***]
	(6) Widening and repair of culverts	No.	[***]	[***]
	(7) Widening and repair of minor bridges	No.	[***]	[***]
	B- New realignment/bypass			
	(1) Earthwork up to top of the sub-grade	Km	[***]	[***]
	(2) Granular work (sub- base, base, shoulders)			
	(a) GSB	Km	[***]	[***]
	(b) WMM	Km	[***]	[***]
	(3) Shoulders	Km	[***]	[***]
	(4) Bituminous work			

(a) DBM	Km	[***]	[***]
(b) BC	Km	[***]	[***]
(5) Rigid Pavement			
Concrete work	Km	[***]	[***]
C- New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses:			
(1) Culverts	No.	[***]	[***]
(2) Minor bridges			
(a) Foundation	No.	[***]	[***]
(b) Sub-structure	No.	[***]	[***]
(c) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
(3) Cattle/Pedestrian underpasses			
(a) Foundation	No.	[***]	[***]
(b) Sub-structure	No.	[***]	[***]
(c) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
(4) Pedestrian overpasses			
(a) Foundation	No.	[***]	[***]
(b) Sub-structure	No.	[***]	[***]
(c) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
(5) Grade separated structures			
(a) Underpasses			
(i) Foundation	No.	[***]	[***]
(ii) Sub-structure	No.	[***]	[***]
(iii) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
(b) Overpass			
(i) Foundation	No.	[***]	[***]
(ii) Sub-structure	No.	[***]	[***]
(iii) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
(c) Flyover			
(i) Foundation	No.	[***]	[***]
(ii) Sub-structure	No.	[***]	[***]
(iii) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]

	(d) Foot over Bridge	No.	[***]	[***]
Major Bridge works and ROB/RUB	**A- Widening and repairs of Major Bridges**			
	(1) Foundation			
	(a) Open Foundation	No.	[***]	[***]
	(b) Pile Foundation/Well Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	B- Widening and repair of			
	(a) ROB			
	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(b) RUB			
	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	C- New Major Bridges			
	(1) Foundation	No.	[***]	[***]
	(a) Open Foundation	No.	[***]	[***]
	(b) Pile Foundation/Well Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	D- New rail-road bridges			
	(a) ROB			
	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(b) RUB			
	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]

	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
Structures (elevated sections, reinforced earth)	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(4) Reinforced Earth Wall (includes Approaches of ROB, Underpasses, Overpasses, Flyover etc.	Sqm	[***]	[***]
Other Works	**(i) Service roads/ Slip Roads**	Km	[***]	[***]
	(ii) Toll Plaza	No.	[***]	[***]
	(iii) Road side drains	Km	[***]	[***]
	(iv) Road signs, markings, km stones, safety devices, ...			
	(a)Road signs, markings, km stones, ...	Km	[***]	[***]
	(b) Concrete Crash Barrier/ W-Beam Crash Barrier in Road work	Km	[***]	[***]
	(v) Project facilities			
	(a) Bus bays	No.	[***]	[***]
	(b) Truck lay-byes	No.	[***]	[***]
	(c) Rest areas	No.	[***]	[***]
	(vi) Repairs to bridges/structures	No.	[***]	[***]
	(vii) Road side plantation	Km	[***]	[***]
	(viii) Protection works			
	(a) Boulder Pitching on slopes	Km	[***]	[***]
	(b) Toe/Retaining wall	Km	[***]	[***]
	(ix) Tunnel			
	(a) Excavation	Metre	[***]	[***]
	(b) Construction of support system including rock bolting, lining etc.	Metre	[***]	[***]
	(c) On complete completion of tunnel	Metre	[***]	[***]
	(x) Miscellaneous	Lump sum	[***]	[***]
			Total	**100.00%**

* The above list is illustrative and may require modification as per the scope of the work.

** Measurement of Progress

For example, if the total length of bituminous work to be done is 100 km, the physical progress of bituminous work shall be determined as follows:

Physical progress of bituminous work =Weightage for bituminous work x (L'/L)

L = Total length of bituminous work in km

L' = Executed length of bituminous work in km

Similarly, the physical progress for other stages shall be worked out and addition of all will give the total progress achieved.

Annexure-I of Schedule G

Format for Contract Price Weightages for Highway Projects with Rigid Pavements

Contract Price Weightages

1.1 The Contract Pricei.e. Bid Project Cost for this Agreement is Rs. 895.00 crore(Rupees eight hundred and ninety five crore)

1.2 Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below:

Item	Stage for measurement of Physical Progress	Unit	Qty.	Weightage in percentage to the Contract Price
1	2	3	4	5
Road works including culverts, minor bridges, underpasses, overpasses, approaches to ROB/RUB/ Major Bridges/ Structures (but excluding service roads)	**A- Widening and strengthening of existing road**			
	(1) Earthwork up to top of the sub-grade	Km	[***]	[***]
	(2) Granular work (sub- base, shoulders)			
	GSB	Km	[***]	[***]
	(3) Shoulders	Km	[***]	[***]
	(4) Bituminous work	Km	[***]	[***]
	(5) Rigid Pavement			
	(a) DLC	Km	[***]	[***]
	(b) PQC	Km	[***]	[***]
	(6) Widening and repair of culverts	No.	[***]	[***]
	(7) Widening and repair of minor bridges	No.	[***]	[***]
	B- New realignment/bypass			
	(1) Earthwork up to top of the sub-grade	Km	[***]	[***]
	(2) Granular work (sub- base, shoulders)			
	GSB	Km	[***]	[***]
	(3) Shoulders	Km	[***]	[***]
	(4) Bituminous work	Km	[***]	[***]
	(5) Rigid Pavement			
	(a) DLC	Km	[***]	[***]
	(b) PQC	Km	[***]	[***]

	C- New culverts, minor bridges, underpasses, overpasses on existing road, realignments, bypasses:			
	(1) Culverts	No.	[***]	[***]
	(2) Minor bridges			
	(a) Foundation	No.	[***]	[***]
	(b) Sub-structure	No.	[***]	[***]
	(c) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(3) Cattle/Pedestrian underpasses			
	(a) Foundation	No.	[***]	[***]
	(b) Sub-structure	No.	[***]	[***]
	(c) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(4) Pedestrian overpasses			
	(a) Foundation	No.	[***]	[***]
	(b) Sub-structure	No.	[***]	[***]
	(c) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(5) Grade separated structures			
	(a) Underpasses			
	(i) Foundation	No.	[***]	[***]
	(ii) Sub-structure	No.	[***]	[***]
	(iii) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(b) Overpass			
	(i) Foundation	No.	[***]	[***]
	(ii) Sub-structure	No.	[***]	[***]
	(iii) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(c) Flyover			
	(i) Foundation	No.	[***]	[***]
	(ii) Sub-structure	No.	[***]	[***]
	(iii) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(d) Foot over Bridge	No.	[***]	[***]
Major Bridge works and ROB/RUB	**A- Widening and repairs of Major Bridges**			

	(1) Foundation			
	(a) Open Foundation	No.	[***]	[***]
	(b) Pile Foundation/Well Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	B- Widening and repair of			
	(a) ROB			
	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(b) RUB			
	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	C- New Major Bridges			
	(1) Foundation	No.	[***]	[***]
	(a) Open Foundation	No.	[***]	[***]
	(b) Pile Foundation/Well Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	D- New rail-road bridges			
	(a) ROB			
	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(b) RUB			
	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]
	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
Structures (elevated sections, reinforced	(1) Foundation	No.	[***]	[***]
	(2) Sub-structure	No.	[***]	[***]

earth)	(3) Super-structure (including crash barriers etc. complete)	No.	[***]	[***]
	(4) Reinforced Earth Wall (includes Approaches of ROB, Underpasses, Overpasses, Flyover etc.	Sqm	[***]	[***]
Other Works	**(i) Service roads/ Slip Roads**	Km	[***]	[***]
	(ii) Toll Plaza	No.	[***]	[***]
	(iii) Road side drains	Km	[***]	[***]
	(iv) Road signs, markings, km stones, safety devices, ...			
	(a)Road signs, markings, km stones, ...	Km	[***]	[***]
	(b) Concrete Crash Barrier/ W-Beam Crash Barrier in Road work	Km	[***]	[***]
	(v) Project facilities			
	(a) Bus bays	No.	[***]	[***]
	(b) Truck lay-byes	No.	[***]	[***]
	(c) Rest areas	No.	[***]	[***]
	(vi) Repairs to bridges/structures	No.	[***]	[***]
	(vii) Road side plantation	Km	[***]	[***]
	(viii) Protection works			
	(a) Boulder Pitching on slopes	Km	[***]	[***]
	(b) Toe/Retaining wall	Km	[***]	[***]
	(ix) Tunnel			
	(a) Excavation	Metre	[***]	[***]
	(b) Construction of support system including rock bolting, lining etc.	Metre	[***]	[***]
	(c) On complete completion of tunnel	Metre	[***]	[***]
	(x) Miscellaneous	Lump sum	[***]	[***]
			Total	**100.00%**

* The above list is illustrative and may require modification as per the scope of the work.

** Measurement of Progress

For example, if the total length of bituminous work to be done is 100 km, the physical progress of bituminous work shall be determined as follows:

Physical progress of bituminous work =Weightage for bituminous work x (L'/L)

L = Total length of bituminous work in km

L' = Executed length of bituminous work in km

Similarly, the physical progress for other stages shall be worked out and addition of all will give the total progress achieved.

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SCHEDULE - H (See Clause 12.2)
DRAWINGS

1 Drawings

In compliance of the obligations set forth in Clause 12.2 of this Agreement, the Concessionaire shall furnish to the Independent Engineer, free of cost, all Drawings listed in Annex-I of this Schedule-H.

2 Additional drawings

If the Independent Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-I, it may by notice require the Concessionaire to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Concessionaire shall promptly prepare and furnish such drawings to the Independent Engineer, as if such drawings formed part of Annex-I of this Schedule-H.

Annex - I (Schedule-H) List of Drawings

(a) Horizontal and Vertical Alignment with details of reference pillars. Horizantal Intersection Points, Vertical Intersection Points, Elements of Curves and Site Distances.

(b) Cross section at 10 m interval along the alignment within ROW

(c) Typical Cross-section with details of Pavement Structures

(d) Detailed Drawings of individual Bridges/Structures/ROB/Interchanges

(e) Detailed Drawings of individual Culverts

(f) Detailed Layout Drawings of interchanges and Intersections

(g) Drawings of road Signs, Marking, Toll Plaza, Bus Bays, Parking Area, Truck Láy Byes and safety barriers, etc.

(h) Detailed layout drawings for Traffic circulation for service road/slip roads and detailed drawings for underpasses including cross-section drawings through underpasses at the project road level and structure bed level.

(i) Drawings for landscaping and tree plantation

(j) Traffic management drawings for safety in construction zones

(k) Drawings of traffic diversion plans and traffic control measures in construction zones.

(l) Drawings of road drainage measures

(m) Drawings of typical details slope protection measures

(n) Drawings of street lighting

(o) General arrangement of Base camp and Administrative Block

(p) Any other drawing relevant to the project highway as desired by Authority/IE

SCHEDULE - I

(See Clause 14.1.2)

TESTS

1 Schedule for Tests

1.1 The Concessionaire shall, no later than 30 (thirty) days prior to the likely completion of the Project, notify the Independent Engineer and the Authority of its intent to subject the Project to Tests, and no later than 7 (seven) days prior to the actual date of Tests, furnish to the Independent Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of the Project.

1.2 The Concessionaire shall notify the Independent Engineer of its readiness to subject the Project to Tests atany time after 7 (seven) days from the date of such notice, and upon receipt of such notice, the Independent Engineer shall, in consultation with the Concessionaire, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Independent Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 14 and this Schedule-I.

2 Tests

2.1 In pursuance of the provisions of Clause 14.1.2 of this Agreement, the Independent Engineer shall conduct, or cause to be conducted, the Tests specified in this Paragraph 2.

2.2 Visual and physical Test: The Independent Engineer shall conduct a visual and physical check of the Project to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.

2.3 Test drive: The Independent Engineer shall undertake a test drive of the Project by a Car and by a fully loaded Truck to determine that the quality of service conforms to the provisions of the Agreement.

2.4 Riding quality Test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be 1,800 (one thousand and eight hundred) mm for each kilometer.

2.5 Pavement Composition Test: The thickness and composition of the pavement structure shall be checked on a sample basis by digging pits to determine conformity of such pavement structure with Specifications and Standards. The sample shall consist of one pit in each direction of travel to be chosen at random in each stretch of 5 (five) kilometers of the Project. The first pit for the sample shall be selected by the Independent Engineer through an open draw of lots and every fifth kilometer from such first pit shall form part of the sample for this pavement quality Test.

2.6 Cross-section Test: The cross-sections of the Project shall be checked on a sample basis through physical measurement of their dimensions for determining the conformity

Gawar Khan Highway Pvt. Ltd. HISAR

thereof with Specifications and Standards. For the road portion, the sample shall consist of one spot to be selected at random in each stretch of 1(one) kilometer of the Project. The first spot for the sample shall be selected by the Independent Engineer through an open draw of lots and the spots located at every one kilometer from such first spot shall form part of the sample. For the bridge portion, one spot shall be selected at random by the Independent Engineer in each span of the bridge.

2.7 Structural Test for bridges: All major and minor bridges, including over bridges, underpasses and flyovers, constructed by the Concessionaire shall be subjected to the Rebound Hammer and Ultrasonic Pulse Velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Non-destructive Testing Techniques, at two spots in every span, to be chosen at random by the Independent Engineer. Bridges with a span of 15 (fifteen) meters or more shall also be subjected to load testing.

2.8 Other Tests: The Independent Engineer may require the Concessionaire to carry out or cause to be carried additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.

2.9 Environmental audit: The Independent Engineer shall carry out a check to determine conformity of the Project with the environmental requirements set forth in Applicable Laws and Applicable Permits.

2.10 Safety review: Safety audit of the Project shall have been undertaken by the Safety Consultant as set forth in Schedule-L, and on the basis of such audit, the Independent Engineer shall determine conformity of the Project with the provisions of this Agreement.

3 Agency for conducting Tests

All Tests set forth in this Schedule-I shall be conducted by the Independent Engineer or such other agency or person as it may specify in consultation with the Authority.

4 Completion/Provisional Certificate

Upon successful completion of Tests, the Independent Engineer shall issue the Completion Certificate or the Provisional Certificate, as the case may be, in accordance with the provisions of Article 14.

5 Tests during construction

Without prejudice to the provisions of this Schedule-I, tests during construction shall be conducted In accordance with the provisions of Clause 13.3.1.

SCHEDULE - J

(See Clause 14.2 & 14.3)

COMPLETION CERTIFICATE

1 I/We,..... (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated .....(the "Agreement"), for development and operation of the Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna Project (the "Project") on design, build, operate and transfer (the "DBOT Annuity or Hybrid Annuity") basis, through M/s GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED(Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I/We am/are satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof..

2 It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project have been completed, and the Project is hereby declared fit for entry into commercial operation on this the day of 20

SIGNED, SEALED AND DELIVERED

For and on behalf of

INDEPENDENT ENGINEER by:

(Signature)

(Name)

(Designation)

(Address)

PROVISIONAL CERTIFICATE

1 I/We,..... (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement Dated..... (the "Agreement"), for development and operation of the Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna Project (the "Project") on design, build, operate and transfer (the "DBOT Annuity or Hybrid Annuity") basis through M/s GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED(Name of Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been undertaken for the Project/section..... of the Project to determine compliance thereof with the provisions of the Agreement.

2 Construction Works forming part of the Project/section of the Project that were found to be incomplete and/or deficient have been specified in the Punch List appended hereto, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. Some of the incomplete works have been delayed as a result of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,[δ] I/We am/are satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project/section..... of the Project, pending completion thereof.

3 In view of the foregoing, I/We am/are satisfied that the Project/section of the Project can be safely and reliably placed in commercial service of the Users thereof, and in terms of the Agreement, the Project/section of the Project is hereby provisionally declared fit for entry into commercial operation on this the ..... day of..... 20

ACCEPTED, SIGNED, SEALED AND DELIVERED

FOR AND ON BEHALF OF

CONCESSIONAIRE by:

(Signature)

(Name and Designation)

(Address)

SIGHNED, SEALED AND DELIVERED

FOR AND ON BEHALF OF

INDEPENDENT ENGINEER bY:

(Signature)

(Name and Signature)

(Address)

[δ] May be struck out if not applicable. Also strike out other parts which are not applicable.

SCHEDULE - K

(See Clause 17.2)

MAINTENANCE REQUIREMENTS

1 Maintenance Requirements

1.1 The Concessionaire shall, at all times, operate and maintain the Project in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Operation Period, conform to the maintenance requirements set forth in this Schedule-K (the "Maintenance Requirements").

1.2 The Concessionaire shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-K within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Damages as set forth in Clause 17.8 of the Agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.

2. Repair/rectification of defects and deficiencies

2.1 The obligations of the Concessionaire in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies specified in Annex - I of this Schedule - K within the time limit set forth therein.

2.2 The Concessionaire shall at all times maintain an adequate inventory of spares and consumables to meet the Maintenance Requirements.

3 Other defects and deficiencies

3.1 In respect of any defect or deficiency not specified in Annex - I of this Schedule-K, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice and within the time limit specified by the Independent Engineer.

3.2 In respect of any defect or deficiency not specified in Annex - I of this Schedule-K, the Independent Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Concessionaire in accordance with Good Industry Practice and within the time limit specified by the Independent Engineer.

4 Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-K, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity the Good Industry Practice. Such additional time shall

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be determined by the Independent Engineer and conveyed to the Concessionaire and the Authority with reasons thereof.

5 Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-K, if any defect, deficiency or deterioration in the Project poses a hazard to safety or risk of damage to property, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.

6 Daily Inspection by the Concessionaire

The Concessionaire shall, through its engineer, undertake a daily visual inspection of the Project and maintain a record thereof in a register to be kept in such form and manner as the Independent Engineer may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Authority and the Independent Engineer at any time during office hours.

7 Divestment Requirements

All defects and deficiencies specified in this Schedule-K shall be repaired and rectified by the Concessionaire so that the Project conforms to the Maintenance Requirements on the Transfer Date.

8 Display of Schedule - K

The Concessionaire shall display copy of this Schedule –K at the site along with the complaint register stipulated in article 40.

ANNEX – I

(Schedule-K)

Repair/Rectification of Defects and Deficiencies

The Concessionaire shall repair and rectify the defects and deficiencies specified in this Annex-I of Schedule-K within the time limit set forth herein.

ROADS

(a)

S.No.	Nature of defect or deficiency	Time limit for Repair/ rectification
Carriageway and paved shoulders		
(i)	Breach or blockade	Temporary restoration of traffic within 24 hours; permanent restoration within 15 days
(ii)	Roughness value exceeding 2,750 mm in a stretch of 1 km (as measured by a standardized rough meter/bump integrator)	180 days
(iii)	Pot holes	48 hours
(iv)	Cracking in more than 5% of road surface in a stretch of 1 km	30 days
(v)	Rutting exceeding 10 mm in more than 2% of road surface in a stretch of 1 km (measured with 3 m straight edge)	30 days
(vi)	Bleeding/skidding	7 days
(vii)	Raveling/Stripping of bitumen surface exceeding 10 Sq m	15 days
(viii)	Damage to pavement edges exceeding 100 mm	15 days
(ix)	Removal of debris	6 hours
Hard/earth shoulders, side slopes, drains and culverts		
(i)	Variation by more than 2% in the prescribed slope of camber/cross fall	30 days
(ii)	Edge drop at shoulders exceeding 40 mm	7 days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 days
(iv)	Rain cuts/gullies in slope	7 days
(v)	Damage to or silting of culverts and side drains during and immediately preceding the rainy season	7 days
(vi)	Desalting of drains in urban/semi-urban areas	48 hours
Road side furniture including road signs and pavement marking		
(i)	Damage to shape or position; Poor visibility or loss of retro-reflectivity	48 hours
Street lighting and telecom (ATMS)		
(i)	Any major failure of the system	24 hours

(ii)	Faults and minor failures	8 hours
Trees and plantation		
(i)	Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs	24 hours
(ii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iii)	Replacement of trees and bushes	90 days
(iv)	Removal of vegetation affecting sight line and road structures	15 days
Rest areas		
(i)	Cleaning of toilets	Every 4 hours
(ii)	Defects in electrical, water and sanitary installations	24 hours
Other Project Facilities and Approach roads		
(i)	Damage or deterioration in Approach Roads, [pedestrian facilities, truck lay-bys, bus-bays, bus- shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works]	15 days

BRIDGES

Superstructure of bridges		
(i)	Cracks Temporary measures Permanent measures	 Within 48 hours Within 45 days
(ii)	Spalling/scaling	15 days
Foundations of bridges		
(i)	Scouring and/or cavitation	15 days
Piers, abutments, return walls and wing walls		
(i)	Cracks and damages including settlement and tilting	30 days
Bearings (metallic) of bridges		
(i)	Deformation	15 days
Joints in bridges		
(i)	Loosening and malfunctioning of joints	15 days
Other items relating to bridges		
(i)	Deforming of pads in elastomeric bearings	7 days
(ii)	Gathering of dirt in bearings and joints or clogging of spouts, weep holes and vent-holes	3 days
(iii)	Damage or deterioration in parapets and handrails	3 days
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	15 days
(v)	Damage to wearing coat	15days
(vi)	Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds	30 days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 days

SCHEDULE - L

(See Clause 18.1.1)

SAFETY REQUIREMENTS

Guiding principles

1.1 Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on or about the Project, irrespective of the person(s) at fault.

1.2 Users of the Project include motorised and non-motorized vehicles as well as pedestrians and animals involved in, or associated with accidents. Vulnerable Road Users (VRU) include pedestrians as well as riders of motorized two-wheelers, bicycles and other vehicles which do not provide adequate occupant protection.

1.3 Safety Requirements apply to all phases of construction, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

1.4 Safety Requirements include measures associated with traffic management and regulation such as road signs, pavement marking, traffic control devices, roadside furniture, highway design elements, enforcement and emergency response.

2 Obligations of the Concessionaire

The Concessionaire shall abide by the following insofar as they relate to safety of the Users:

(a) Applicable Laws and Applicable Permits;

(b) Manual for Safety in Road Design, issued by MoRTH;

(c) Relevant Standards/Guidelines of IRC relating to safety, road geometries, bridges, culverts, road signs, pavement marking and roadside furniture;

(d) Provisions of this Agreement; and

(e) Good Industry Practice.

3 Appointment of Safety Consultant

For carrying out safety audit of the Project under and in accordance with this Schedule-L, the Authority shall appoint from time to time, one or more qualified firms or organisations as its consultants (the "Safety Consultant"). The Safety Consultant shall employ a team comprising, without limitation, one road safety expert and one traffic planner to undertake safety audit of the Project.

4 Safety measures during Development Period

4.1 No later than 90 (ninety) days from the date of this Agreement, the Authority shall appoint a Safety Consultant for carrying out safety audit at the design stage of the

Project. The Safety Consultant shall collect data on all fatal crashes and other road accidents which occurred on the Project in the preceding two years by obtaining copies of the relevant First Information Reports (FIRs) from the police stations having jurisdiction. The information contained in such FIRs shall be summarised in the form prescribed by the Authority for this purpose and the data shall be analysed for the type of victims killed or injured, impacting vehicles, location of accidents and other relevant factors.

4.2 The Concessionaire shall provide to the Safety Consultant, in four copies, the relevant drawings containing the design details that have a bearing on safety of Users (the "Safety Drawings"). Such design details shall include horizontal and vertical alignments; sightlines; layouts of intersections; interchanges; road cross-section; bridges and culverts; side drains; provision for parked vehicles, slow moving vehicles (tractors, bullock carts, bicycles) and pedestrians; bus bays; truck lay-bys; and other incidental or consequential information. The Safety Consultant shall review the design details and forward 3 (three) copies of the Safety Drawings with its recommendations, if any, to the Independent Engineer who shall record its comments, if any, and forward one copy each to the Authority and the Concessionaire.

4.3 The accident data and the design details shall be compiled, analysed and used by the Safety Consultant for evolving a package of recommendations consisting of safety related measures for the Project. The safety audit shall be completed in a period of three months and a report thereof (the "Safety Report") shall be submitted to the Authority, in 5 (five) copies. One copy each of the Safety Report shall be forwarded by the Authority to the Concessionaire and the Independent Engineer forthwith.

4.4 The Concessionaire shall endeavor to incorporate the recommendations of the Safety Report in the design of the Project, as may reasonably be required in accordance with Applicable Laws, Applicable Permits, Manuals and Guidelines of the Authority, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to the Authority forthwith. In the event that any or all of the works and services recommended in the Safety Report fall beyond the scope of Schedule-B, Schedule-C or Schedule-D, the Concessionaire shall make a report thereon and seek the instructions of the Authority for funding such works in accordance with the provisions of Article 18.

4.5 Without prejudice to the provisions of Paragraph 4.4, the Concessionaire and the Independent Engineer shall, within 15 (fifteen) days of receiving the Safety Report, send their respective comments thereon to the Authority, and no later than 15 (fifteen) days of receiving such comments, the Authority shall review the same along with the Safety Report and by notice direct the Concessionaire to carry out any or all of the recommendations contained therein with such modifications as the Authority may specify; provided that any works or services required to be undertaken hereunder shall be governed by the provisions of Article 18.

5 Safety measures during Construction Period

5.1 A Safety Consultant shall be appointed by the Authority, no later than 4 (four) months prior to the expected COD, for carrying out a safety audit of the completed Construction Works.

5.2 The Safety Consultant shall collect and analyses the accident data for the preceding two years in the manner specified in Paragraph 4.1 of this Schedule- L. It shall study the Safety Report for the Development Period and inspect the Project to assess the adequacy of safety measures. The Safety Consultant shall complete the safety audit within a period of 4 (four) months and submit a Safety Report recommending a package of additional road safety measures, if any, that are considered essential for reducing accident hazards on the Project. Such recommendations shall be processed, mutatis mutandis, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-L.

5.3 The Concessionaire shall make adequate arrangements during the Construction Period for the safety of workers and road Users in accordance with the guidelines of IRC for safety in construction zones, and notify the Authority and the Independent Engineer about such arrangements.

6 Safety measures during Operation Period

6.1 The Concessionaire shall develop, implement and administer a surveillance and safety program for Users, including correction of safety violations and deficiencies and all other actions necessary to provide a safe environment in accordance with this Agreement.

6.2 The Concessionaire shall establish a Highway Safety Management Unit (the "HSMU") to be functional on and after COD, and designate one of its officers to be in-charge of the HSMU. Such officer shall have specialist knowledge and training in road safety and traffic engineering by having attended a course conducted by a reputed organization on the subject.

6.3 The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on the Project. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police but where a vehicle rolled over or had to be towed away. The information so collected shall be summarized in the form prescribed by the Authority for this purpose. The Concessionaire shall also record the exact location of each accident on a road map. The aforesaid data shall be submitted to the Authority at the conclusion of every quarter and to the Safety Consultant as and when appointed.

6.4 The Concessionaire shall submit to the Authority before the 31st(thirty first) May of each year, an annual report (in ten copies) containing, without limitation, a detailed listing and analysis of all accidents of the preceding Accounting Year and the measures taken by the Concessionaire pursuant to the provisions of Paragraph 6.1 of this Schedule-L for averting or minimizing such accidents in future.

6.5 Once in every Accounting Year, a safety audit shall be carried out by the Safety Consultant to be appointed by the Authority. It shall review and analyses the annual report and accident data of the preceding year, and undertake an inspection of the Project. The Safety Consultant shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made to the road, bridges, culverts, markings, signs, road furniture and Project Facilities, including cattle crossings and pedestrian crossings. Such recommendations shall be processed, mutatis mutandis, and acted upon in the manner set forth in Paragraphs 4.3, 4.4 and 4.5 of this Schedule-L.

7 Costs and expenses

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Paragraph 2 of this Schedule-L, shall be met in accordance with Article 18, and in particular, the remuneration of the Safety Consultant, safety audit, and costs incidental thereto, shall be met by the Concessionaire.

SCHEDULE - M

(See Clause 21.1)

SELECTION OF INDEPENDENT ENGINEER

1 Selection of Independent Engineer

1.1 The provisions of the Model Request for Proposals for Selection of Technical Consultants, issued by the Ministry of Finance, GOI vide OM 24(23)/PF-II/ 2008 dated 21 May 2009, or any substitute thereof shall apply for selection of an experienced firm to discharge the functions and duties of an Independent Engineer. Provided, however, that no entity which is owned or controlled by the Authority shall be eligible for appointment as the Independent Engineer hereunder.

1.2 In the event of termination of an Independent Engineer appointed in accordance with the provisions of Paragraph 1.1, the Authority shall appoint another firm of Technical Consultants forthwith or may engage a government-owned entity in accordance with the provisions of Paragraph 5 of this Schedule-M.

1.3 The Concessionaire may, in its discretion, nominate a representative to participate in the process of selection to be undertaken by the Authority under this Schedule-M.

2 Terms of Reference

The Terms of Reference for the Independent Engineer shall substantially conform to Schedule-N.

3 Fee and expenses

3.1 In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the Development Period and Construction Period, the Authority shall endeavor that payments to the Independent Engineer on account of fee and expenses do not exceed 3% (three per cent) of the Bid Project Cost. Payments not exceeding such 3% (three per cent) shall be borne equally by the Authority and the Concessionaire in accordance with the provisions of this Agreement and any payments in excess thereof shall be borne entirely by the Authority.

3.2 The nature and quantum of duties and services to be performed by the Independent Engineer during the Operation Period shall be determined by the Authority in conformity with the provisions of this Agreement and with due regard for economy in expenditure. All payments made to the Independent Engineer on account of fee and expenses during the Operation Period shall be borne equally by the Authority and the Concessionaire.

4 Selection every three years

No later than 3 (three) years from the date of appointment of Independent Engineer pursuant to the provisions of Paragraph 1 of this Schedule-M, and every 3 (three) years

thereafter, the Authority shall engage another firm in accordance with the criteria set forth in this Schedule-M.

5 Appointment of government entity as Independent Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Independent Engineer; provided that such entity shall be a body corporate having as one of its primary function the provision of consulting, advisory and supervisory services for engineering projects; provided further that a government- owned entity which is owned or controlled by the Authority shall not be eligible for appointment as Independent Engineer.

SCHEDULE - N

(See Clause 21.2.1)

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1 Scope

These Terms of Reference for the Independent Engineer (the "TOR") are being specified pursuant to the Concession Agreement dated (the "Agreement"), which has been entered into between the Authority and the "Concessionaire") for Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna on design, build, operate and transfer (the "DBOT Annuity or Hybrid Annuity") basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

2 Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

3.1 The role and functions of the Independent Engineer shall include the following:

(I) review of the Drawings and Documents as set forth in Paragraph 4;

(ii) Review, inspection and monitoring of Construction Works as set forth in Paragraph 5; conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5

(iv) Review, inspection and monitoring of O&M as set forth in Paragraph 6;

(v) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;

(vi) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;

(vii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;

(viii) Assisting the Parties in resolution of Disputes as set forth in Paragraph 9; and

(ix) Undertaking all other duties and functions in accordance with the Agreement.

3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4 Development Period

4.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

4.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.

4.3 The Independent Engineer shall review the Drawings sent to it by the Safety Consultant in accordance with Schedule-L and furnish its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 15 (fifteen) days of receiving such report.

4.4 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

4.5 Upon reference by the Authority, the Independent Engineer shall review and; comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

5 Construction Period

5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

5.2 The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

5.3 The Independent Engineer shall inspect the Construction Works and the Project once every month, preferably after receipt of the monthly progress report from the

Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Inspection Report shall also contain a review of the maintenance of the existing lanes in conformity with the provisions of the Agreement. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

5.4 The Independent Engineer may inspect the Project more than once in a month ifany lapses, defects or deficiencies require such inspections.

5.5 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by the Authority (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

5.6 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.

5.7 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

5.8 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.

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5.9 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which COD shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

5.10 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

5.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

5.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.

5.13 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule-I.

5.14 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

5.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

5.16 Upon reference from the Authority, the Independent Engineer shall undertake the assessment of cost of civil works, as per applicable schedule of rates, for the reduction of Scope of work as provided in Clause 16.6.1 of the Concession Agreement.

6 Operation Period

6.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

6.2 The Independent Engineer shall review the annual Maintenance Program furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Program.

6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

6.4 The Independent Engineer shall inspect the Project once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

6.5 The Independent Engineer may inspect the Project more than once in a month, if any lapses, defects or deficiencies require such inspections.

6.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Project is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

6.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule- K, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

6.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.

6.9 The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimize disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of

closure, the Independent Engineer shall monitor the re-opening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.7.

6.10 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.

6.11 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.

6.12 The Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with the provisions of this Agreement.

7 Termination

7.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Project for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 32.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project is such that its repair and rectification would require a larger amount than the sum set forth in Clause 33.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

7.2 The Independent Engineer shall inspect the Project once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 33, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

8 Determination of costs and time

8.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

8.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

9 Assistance in Dispute resolution

9.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

9.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the

Gawar Khajuwala Raiyapur Tollway Pvt. Ltd. HISAR

Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

10 Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

11 Miscellaneous

11.1 The Independent Engineer shall notify its programmer of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

11.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.

11.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in 2(two)..... Copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send 1 (one) of the copies to the Authority along with its comments thereon.

11.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

11.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in their editable digital format or in such other medium or manner as may be acceptable to the Authority.

11.6 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

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(See Clause 25.1.2)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the__ day of 20__ AMONGST

1 M/s GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at DSS 378, sector 16-17, Hisar Haryana, India,125001 (hereinafter referred to as the "Concessionaire" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2 .....(insert name and particulars of Lenders' Representative) and having its registered office at..... acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "Lenders' Representative" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

3 .....(insert name and particulars of the Escrow Bank) and having its registered office at..... (hereinafter referred to as the "Escrow Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

4 The 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).

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated with the Concessionaire (the "Concession Agreement") for theUpgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna Project (the "Project") on design, build, operate and transfer (the "DBOT Annuity or Hybrid Annuity") basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Concession Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

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2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the Parties Save and except as otherwise provided in the Concession Agreement, the rights of the Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Concessionaire The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All monies received in relation to the Project from any source, including the Senior Lenders, lenders of Subordinated Debt and the Authority;

(b) All funds received by the Concessionaire from its shareholders, in any manner or form;

(c) Any other revenues; rentals, deposits or capital receipts, as the case may be, from or in respect of the Project; and

(d) All proceeds received pursuant to any insurance claims.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) Grant and any other monies disbursed by the Authority to the Concessionaire;

(b) All revenues collected by the Authority in exercise of its rights under the Concession Agreement; and

(c) Termination Payments

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any amounts due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;

(b) Deleted;

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(c) All payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;

(d) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(e) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of the Concession Agreement, and certified by the Authority as due and payable to it;

(f) Any amounts due and payable to the Authority;

(g) Monthly proportionate provision of Debt Service due in an Accounting Year;

(h) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement;

(i) Monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;

(j) any reserve requirements set forth in the Financing Agreements; and

(k) Balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) All taxes due and payable by the Concessionaire for and in respect of the Project;

(b) Deleted;

(c) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;

(d) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement, including any claims in connection with or arising out of Termination;

(e) Retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 33 of the Concession Agreement;

(f) Outstanding Debt Service including the balance of Debt Due;

(g) Outstanding Subordinated Debt;

(h) Incurred or accrued O&M Expenses;

(i) Any other payments required to be made under the Concession Agreement; and

(j) Balance, if any, in accordance with the instructions of the Concessionaire: Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds:

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilized for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 30 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7(seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which tight reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub- Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for

detailed procedures and documentation for withdrawals from Sub- Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITIES

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party

and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

11. MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

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

11.2 Waiver of sovereign immunity The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

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

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorized representatives

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

11.13 Original Document

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

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the by the Board of Directors of the Concessionaire has been affixed For and on behalf of pursuant to the resolution passed by the SENIOR LENDERS by the Board of Directors of the Concessionaire Lenders Representative: at its meeting held on the day of 20 hereunto affixed in the presence of , Director, who has signed these presents in token thereof and Company Secretary / Authorized Officer who has countersigned the same in token thereof[¥]

AND DELIVERED
For and on behalf of
SENIOR LENDERS by the
Lender's representative:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail address)

SIGNED, SEALED AND

DELIVERED

For and on behalf of

THE ESCROW BANK by

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(Signature)

(Name)

(Designation)

(Address)

(Fax N°)

(E-mail address)

SIGNED, SEALED AND

DELIVERED

for and on behalf of

THE AUTHORITY by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

[¥]To be affixed in accordance with the articles of association of the Concessionaire and the resolution passed by its Board of Directors.

(E-mail address)

(E-mail address)

SIGNED, SEALED

In the presence of:

SCHEDULE - P

(See Clause 27.2.1)

PANEL OF CHARTERED ACCOUNTANTS

1 Panel of Chartered Accountants

Pursuant to the provisions of Clause 27.2.1 of the Agreement, the Authority and the Concessionaire shall prepare a mutually agreed panel of 5 (five) reputable firms of Chartered Accountants having their registered offices in India (the "Panel of Chartered Accountants"). The criteria for preparing such Panel and the procedure to be adopted in this behalf shall be as set forth in this Schedule-P.

2 Invitation for empanelment

2.1 The Authority shall invite offers from all reputed firms of Chartered Accountants who fulfil the following eligibility criteria, namely:

(a) the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies Act, 1956, including any re-enactment or amendment thereof, of which at least ten should have been public sector undertakings;

(b) The firm should have at least 5 (five) practicing Chartered Accountants on its rolls, each with a minimum experience of ten years in the profession;

(c) The firm or any of its partners should not have been disqualified or black-listed by the Comptroller and Auditor General of India or the Authority; and

(d) The firm should have an office in the State or in an adjacent State with at least 2 (two) practicing Chartered Accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing Chartered Accountants on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding Rs. 25,00,00,000 (Rs. twenty five crore) whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years

3 Evaluation and selection

3.1 The information furnished by each firm shall be scrutinized and evaluated by the Authority and 1 (one) point shall be awarded for each annual audit of the companies specified in Paragraph 2.2 above. (For the avoidance of doubt and by way of illustration, a firm which has conducted audit of the annual accounts of any such company for 5 (five) years shall be awarded 5 (five) points).

3.2 The Authority shall prepare a list of all the eligible firms along with the points scored by each such firm and 5 (five) firms scoring the highest points shall be identified and included in the draft Panel of Chartered Accountants.

4 Consultation with the Concessionaire

The Authority shall convey the aforesaid panel of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinize the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid panel.

5 Mutually agreed panel

5.1 The Authority shall, after considering all relevant factors including the comments, if any, of the Concessionaire, finalize and constitute a panel of 5 (five) firms which shall be deemed to be the mutually agreed Panel of Chartered Accountants.

5.2 After completion of every 5 (five) years from the date of preparing the mutually agreed Panel of Chartered Accountants, or such earlier period as may be agreed between the Authority and the Concessionaire, a new panel shall be prepared in accordance with the provisions of this Schedule-P.

SCHEDULE - Q

(See Clause 32.4)

VESTING CERTIFICATE

1 The Chairman, National Highways Authority of India (the **"Authority"**) refers to the Concession Agreement dated ..... (the "Agreement") entered into between the Authority and M/s GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED (the "Concessionaire") for Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna (the **"Project Highway"**) on design, build, operate and transfer (**"DBOT Annuity or Hybrid Annuity"**) basis.

2 The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 32.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

3 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this..... day of....., 20..... At.....

AGREED, ACCEPTED AND SIGNED	SIGNED, SEALED AND DELIVERED
For and on behalf of	for and on behalf of
CONCESSIONAIRE by:	AUTHORITY by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

In the presence of:

1. 2.

SCHEDULE - R

(See Clause 34.3.1)

SUBSTITUTION AGREEMENT

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

AMONGST

1 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);

2 M/s GAWAR KHAJUWALA BAP HIGHWAY PRIVATE LIMITED , a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at DSS 378, sector 16-17, Hisar Haryana, India,125001 (Hereinafter referred to as the **"Concessionaire"** which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);

3 ..... (insert name and particulars of Lenders' Representative) and having its registered office at....., acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the **"Lenders' Representative"**, which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

(A) The Authority has entered into a Concession Agreement dated..... With the Concessionaire (the **"Concession Agreement"**) for Upgradation to 2 lane with paved shoulder/4 lane of khajuwala - poogal section (Design Chainage 0+000 to 30+812) and Poogal - Dantour - Jaggasar - Gokul - Goddu - Ranjeetpura - Charanwala - Naukh - Bap section of NH-911 (Design Chainage 1+430 to 182+725) (Total length 212.107 km) under Bharatmala Pariyojna Project (the **"Project"**) on design, build, operate and transfer basis (the **"DBOT Annuity or Hybrid Annuity"),** and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.

(D) In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them: **"Agreement"** means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company"** means a company, incorporated under the provisions of the Companies Act, 1956, including any re-enactment or amendment thereof, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

"Notice of Financial Default" shall have the meaning ascribed thereto in Clause 3.2.1; and

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in .the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

Gawar Khaira Highway Pvt. Ltd. HISAR

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2 ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favor of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favor of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Concessionaire either individually or collectively.

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "Notice of Financial Default") along with particulars thereof, and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project in accordance with the provisions of Article 30 of the Concession Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Concession Agreement forthwith by

Gawar Khajuwala Highway Pvt. Ltd. HISAR

issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the Concession Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Concessionaire Default

3.3.1 Upon occurrence of a Concessionaire Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days; provided further that the Lenders' Representative may at any time withdraw its representation hereunder and upon such withdrawal, the Authority may terminate this Agreement in accordance with the provisions hereof.

3.4 Procedure for substitution

3.4.1 The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for short listing the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

(a) Accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;

(b) Endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

(c) Enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Concession in favor of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority shall thereupon transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.4.5 The transfer of Concession hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Concession Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Concessionaire to the Nominated Company, and upon such transfer hereunder, the Concessionaire shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favor of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5 TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 31 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3 Realization of Debt Due

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realization of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

(a) Termination of the Agreement; or

(b) No sum remains to be advanced and no sum are outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

7.1.1 The Concessionaire will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of

Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

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

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) Shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 **No third party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

(a) Shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

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

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorized representatives

Each of the Parties shall by notice in writing designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

9.13 Original Document

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

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

THE COMMON SEAL OFCONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the.....day of the .....20.....here unto affixed in to the presence of.....the Director, who has

SIGNED, SEALED
AND DELIVERED
For and behalf of THE AUTHORITY by:

signed these presents in token thereof, ...Company Secretary /Authorized Officer who has countersigned the same in token thereof[¥].

(Signature)
(Name)
(Designation)
(Address)
(Fax No.) (e-mail address)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.) (e-mail address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the

Lenders' Representative:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(E-mail address)

In the presence of: 1. 2.

[¥]To be affixed in accordance with the articles of association of the Concessionaire and the resolution passed by its Board of Directors