

Tender

DIVISION BR. SEAT No- 115

ADISHREE MISHRA
N.BARIK, D.K.NAIK,

O. H. C.-97-A]

In the High Court of Orissa
ORDER SHEET

BLAPL/W. P. (C) No. 14993/2024 of 20

M/S. TPF GETINSA EUROESTUDIOS S.L. BHADRAK Petitioner

S.S. Kashyap (CGC)
Umesh Ch. Mohanty
S. R. Swain (Petitioner)
COP-1)

Versus
NATIONAL HIGHWAYS AUTHORITY OF INDIA, JAJUR & ANR
Opposite-Party

Sl. No. of Order	Date of Order	ORDER WITH SIGNATURE	Office note as to action (if any), taken on Order
			PRESENTED ON 24/06/2024 fr SUPERINTENDENT COMPUTER FILING SECTION



FC208563

SCANNED



IN THE HIGH COURT OF ORISSA, AT CUTTACK

W.P (C) No. 14993 of 2024

And

I.A. No. 7045 of 2024

M/s TPF Getinsa Euroestudios S.L.
Bhadrak

Petitioner

Ms. Adishree Mishra, Adv.

Vs.

National Highways Authority of
India, Jajpur and another

Opposite Parties

Mr. S.S. Kashyap, CGC

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE G. SATAPATHY

ORDER

02.07.2024

Order No.

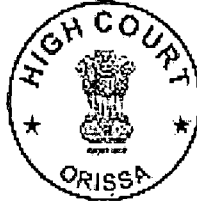
01.

This matter is taken up through hybrid mode.

2. Heard Ms. Adishree Mishra, learned counsel appearing for the petitioner and Mr. S.S. Kashyap, learned Central Government Counsel appearing for the Union of India.

3. The petitioner has filed this writ petition challenging the order dated 11.01.2024 passed by the opposite party no.1 under Annexure-30, by which the petitioner has been debarred for a period of one year as per NHAI Policy Circular No.18.63/2021 dated 08.01.2021 and also imposed a penalty of Rs.20.00 lakhs.

4. Ms. Adishree Mishra, learned counsel appearing for the petitioner vehemently contended that while issuing the order dated 11.01.2024, the basis on which the order of debarment was passed, i.e., NHAI Policy Circular No.18.63/2021 dated 08.01.2021, was not made available. Rather, the said policy was superseded vide Policy Circular No.16.12/2022 dated 18th January, 2022. Therefore, the penalty imposed on a non-existent circular cannot be sustained in the eye of law. Apart from the same, though notice



of show cause was issued, it is a mere formality and, as such, no observation was made whether on the basis of such show cause notice the penalty can be imposed on the petitioner. Therefore, on the basis of an incomplete show cause notice since the penalty has been imposed, the order impugned cannot be sustained in the eye of law.

5. Issue notice to the opposite parties in the main case as well as in the interlocutory application.

6. Since Mr. S.S. Kashyap, learned Central Government Counsel has already entered appearance on behalf of opposite party no.2-Union of India, one extra copy of the writ petition be served on him within three working days enabling him to obtain instructions or file counter affidavit.

6. Steps for service of notice on the opposite party no.1 by speed post be taken within three working days. Office shall send notice to the said opposite party fixing an early returnable date.

(DR. B.R. SARANGI)
JUDGE

(G. SATAPATHY)
JUDGE

Ashok

①. WP (C) - 23355/2024
IN THE HIGH COURT OF ORISSA

WPC-Case No. 14993/2024

OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
		<p style="text-align: right;">24/5/2024 RAJENDRA PRASAD SINGH ASST. REGISTRAR</p> <p style="text-align: center;">defect - '6' removed. no defect.</p> <p style="text-align: center;">24.6.24</p> <p style="text-align: center;">For fresh admission 1) DADO 7045/24 at H.A. for stay Bench Himanshu Hansdah 24.6.24 Sasmita Behera JLC</p> <p>01. 02.7.24</p> <p>Memo No <u>22192</u> Dt. <u>10/07/24</u></p> <p>Admn Notice issued to CP no. 1 by speed post with AD fixing Dt. 26.07.24 for their appearance & file show cause</p> <p style="text-align: center;">9.7.24</p> <p style="text-align: right;">9/7/24 Supdt.</p>

IN THE HIGH COURT OF ORISSA

Case No. WP(C) 14993/2024

OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
01	0.7.24	<p>^{A/N} for admission</p> <p>i) Further order on IA No 7045/24 at Flag 'A' for stay</p> <p>ii) AD not received from OP-1 in this regard</p> <p>iii) Tracking Report of OP-1 stating "Item delivered" is at Flag 'K' may kindly be seen</p> <p>iv) Receipt regarding Service of Extraordinary not yet received.</p> <p>v) Counter not yet received.</p> <p>vi) Obtaining instruction by learned CGC</p> <p>vii) A/memo not yet received from learned CGC Mr. S.S. Kashyap</p> <p>viii) M/s Shri Umesh chandra Mohanty and ^{associated} entered appearance on behalf of OP-1 by filing v-noma</p> <p>ix) IA No 9213/24 is at Flag 'B'</p>

IN THE HIGH COURT OF ORISSA

Case No. WP(C) NO 14993/2024

OFFICE NOTES

Sl. No. of Order for compliance	Date of Order for compliance	Notes and action taken on order with signature of Dealing Assistant and Superintendent
01	02.07.2024	<p>A/N</p> <p>For Admission</p> <p>i) Further order on IA No 7045/24 is at flag 'A' for stay</p> <p>ii) IA No 9213/24 is at flag 'B' for modification of order dtd 2.7.24 (2nd copy not served)</p> <p>iii) Receipt regarding service of 1 extra copy not yet received.</p> <p>iv) Counter not yet received</p> <p>v) obtaining instruction by learned CGC</p> <p>vi) M/S Shri Umesh Ch. Mohanty & Associates entered appearance on behalf of OP-1 by filing v-name</p> <p>vii) A/memo not received from Ld. CGC Mr. S. S. Kashyap.</p> <p style="text-align: right;">A.C.S. to 10.12.2024</p> <p style="text-align: right;">Bench</p> <p>Niharika Pradyumnachini 6.12.2024 Sabita Rath</p>



CNR
Filing No
Date and Time
Case No
Registration Date and Time
Misc Case/IA
Petitioner Name
Petitioner Advocate Name
Respondents Name
Respondents Advocate
Amount
Police Station
FIR

ORISSA HIGH COURT
FILING ACKNOWLEDGEMENT SLIP

ODHC010387772024
D- WP(C)/0023355/2024
20/05/2024-11:22:36
WP(C)/14993/2024
24/06/2024
7045/2024
M/S. TPF GETINSA EUROESTUDIOS S.L. BHADRAK
ADISHREE MISHRA
NATIONAL HIGHWAYS AUTHORITY OF INDIA,
JAJUR



Monday 24th of June 2024 11:24:00 AM



CNR
Filing No
Date and Time
Case No
Registration Date and Time
Misc Case/IA
Petitioner Name
Petitioner Advocate Name
Respondents Name
Respondents Advocate
Amount
Police Station
FIR

ORISSA HIGH COURT
FILING ACKNOWLEDGEMENT SLIP

ODHC010387772024
D- WP(C)/0023355/2024
20/05/2024-16:54:24

7045/2024
M/S. TPF GETINSA EUROESTUDIOS S.L.
BHADRAK
ADISHREE MISHRA
NATIONAL HIGHWAYS AUTHORITY OF INDIA,
JAJUR



Monday 20th of May 2024 04:55:55 PM

STAMP REPORT

NATURE OF DEFECT

WPG CASE NO. 14993/2024

1. COURT FEE DEFICIENT *By 6/- Paid*
2. VALUATION OF THE PROPERTY NOT GIVEN *X*
3. AUTHENTICATION FEE IS DEFICIENT *X*
4. AFFIDAVIT / VERIFICATION NOT PROPER
5. SECOND COPY OF THE PETITION NOT FILED
6. *✓* RECEIPT SHOWING SERVICE OF COPY TO AG / CG / IT / CT ETC. NOT FILED
7. *✓* VAKALATNAMA :
 - (i). NOT PROPERLY STAMPED / EXECUTED / ACCEPTED
 - (ii) NAMES IN CAPITAL LETTERS / ENROLMENT NUMBERS / MOBILE PHONE NUMBERS OF ALL THE SIGNING ADVOCATES NOT INDICATED
8. CAUSE TITLE NOT IN ORDER
9. PROVISION OF LAW NOT INDICATED ON TOP OF CAUSE TITLE
10. SUBJECT CODE NOT FURNISHED / INCORRECTLY MENTIONED
11. NEAT, LEGIBLE, ATTESTED ANNEXURES NOT FILED
12. ASSESSMENT SLIP NOT FILLED IN PROPERLY
13. NOT PROPERLY INDEXED
14. PETITIONS / APPEALS / APPLICATIONS :
 - (i) NOT IN SUPERIOR QUALITY A4 SIZE PAPER / LESS THAN 75 GSM PAPER
 - (ii) NOT IN PROPER FONT / NOT IN PROPER FONT SIZE
 - (iii) MARGIN NOT PROPER / LINE SPACING NOT PROPER
 - (iv) NOMENCLATURE NOT CORRECTLY INDICATED
 - (v) ALL PAPERS NOT PROPERLY SIGNED
 - (vi) NAME OF THE FILING ADVOCATE NOT IN CAPITAL LETTERS / ENROLMENT NUMBER NOT INDICATED WHEREVER SIGNATURE OF SUCH ADVOCATE APPEARING IN THE PETITION / APPEAL / APPLICATION
15. APPLICATION CONTAINS MORE THAN ONE PRAYER *X*
16. LIMITATION PERIOD EXPIRED *X*
17. REFERENCE CERTIFICATE NOT FURNISHED
18. CERTIFIED COPY OF TRIAL / APPELLATE COURT ORDER NOT FILED *X*
19. UNDERTAKING FOR FILING OF TRANSLATED COPY NOT FILED *X*
20. VERNACULAR CERTIFICATE NOT FURNISHED *X*
21. STATUTORY DEPOSIT / AWARDED AMOUNT NOT DEPOSITED *X*
22. OTHER DEFECT (IF ANY) *X*

DEFECTIVE/READY

SUBJECT—

SUB-CATEGORY—

SINGLE JUDGE/DIVISION BENCH (Put *✓* mark)

Tender / Bidder
challenging the penalty imposed by the
National Highway Authority. 2nd floor
24/5/2024

(Full signature of Stamp Reporter)

D-23353ry

1. RFA/RSA/FAO/SAO/LPA/SPA/CRP/Review pet/O. Ref/EXFA/EXSA/SM/APP Tr. P(c) WP (c)/WA/SCLP/Co. Appl/Co. Pet/Co. Case/Co. App/Bkg, P/Mat. A/Mat Ref/RP (FAMCT) Test Case / Intest. Case/L.A. Ref/ RCFA/ L.A.A./RCSA/RE Rev/MAC/MAC APP/EL Pet/ ELAPP/Arb, P/Arb. A/Arb. A/Insurance Ref/Cont. Cas(c)/Coutd. App (c) / MFA(name of the Act)/MSA/SP. JC (name of the Act) Cri A/Cri. Rev/Ckl. M. C/ BLAPI/Cal. MAPPI/WP (crl) CUSREF STREV.

Case Type W.P.C No 14993 / 2024 Date of Regn.

2. If 'State' is Party, Name of the Deptt: (Pet/Res) [Put Mark]

If Public Undertakings (Specify name): (Pet/Res) [Put Mark]

3. (a) Number of Category under which the matter fails:

2 8

2 0

0 8

If Others, Specify the subject _____

(b) Which is applicable? [Put Mark]

(Single Bench/Div. Bench/Three Judge Bench/Five Judge Bench)

4. Article of the Constitution/Act (Central/State) [Put Mark]

5. Section/Sub-Section Involved Under Article 226 of the Constitution of India.

6. Rules Involved _____

7. Whether any other matter is pending in this Court on the same point of law :
If so, give the number of matter : _____

8. Whether any other matter is pending against the impugned order/Judgement?
If so give the number of matter _____

9. Whether the matter is covered by any judgement of the Supreme Court this Court or any other High Court, If so give the details of the judgement

10. Point of law involved in the matter A Writ petition praying the
Opp-party for quashing of the impugned letter dated
11/1/2024 bearing no NH/17/11014/8/2024/PIU/CDL/82 issued by
the opp-party No-1.

Date 20/5/2024

Anishwa
Signature of the Advocate

[= i =]

IN THE HIGH COURT OF ORISSA: CUTTACK

W.P. (C) NO. 14993 / 2024

CODE: 282008

In the matter of: M/s. TPF Getinsa Euroestudios,
S.L, in association with Segmental
Consulting and Infrastructure
Advisory Private Limited

...Petitioner

Versus

1. National Highways Authority of
India, Ministry of Road
Transport and Highways,
Government of India; and
2. Union of India, Ministry of Road
Transport and Highways,
Director General, Paryavaran
Bhawan, 1, Sansad Marg, New
Delhi – 110001.

... Opposite Parties

Sr. No.	Particulars	Annexure	Pages
1.	Synopsis	--	(vi)
2.	List of Dates	--	(vii - xi)
3.	Writ Petition under Article 226 of the Constitution of India	--	1-46

B. MISHRA
NOTARY, CUTTACK
ODISHA

Sr. No.	Particulars	Annexure	Pages
4.	Copy of the Authority Letter dated 15.04.2024 issued by the Petitioner.	1	47
5.	Copy of the invitation for proposals issued by the Opposite Party No. 1 dated 28.02.2018.	2	48-53
6.	Copy of the letter of acceptance issued by the Opposite Party No. 1 dated 29.05.2019	3	54
7.	Copy of the Memorandum of Understanding dated 21.06.2019 executed by and between M/s. TPF Getinsa Euroestudios, S.L., and Segmental Consulting and Infrastructure Advisory Private Limited	4	55-62
8.	Copy of the Contract Agreement dated 26.06.2019 executed by and between the Opposite Party No. 1 and the Petitioner.	5	63-144
9.	Copy of the Non-Destructive Test Report dated 20.11.2019 carried out by Balaji Scientific Laboratories	6	145-156
10.	Copy of the Non-Destructive Test Report dated 10.06.2022 carried out by Balaji Scientific Laboratories	7	157-186
11.	Copy of the letter issued by the Petitioner to the Concessionaire, i.e., DBL Chandikhole Bhadrak Highways Limited dated 22.07.2022	8	187-189

B. MISHRA
NOTARY, CUTTACK
ODISHA

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Sr. No.	Particulars	Annexure	Pages
12.	Copy of the Letter dated 23.07.2022 issued by the Opposite Party No. 1 along with the Safety Report dated 23.07.2022 issued by M/s. Chaitanya Projects Consultancy Private Limited	9	190-192
13.	Copy of the letter dated 21.12.2015 bearing No. NHAI/CGM(CMC)/2015/75902 issued by the Opposite Party No. 1	10	193-195
14.	Copy of the Provisional Certificate issued by the Petitioner dated 19.08.2022 and the approval granted by the Opposite Party No. 1 vide letter dated 18.08.2022	11 (colly)	196-214
15.	Copy of the letter issued by the Opposite Party No. 1 dated 11.08.2022 to the Petitioner.	12	215-216
16.	Copy of the letter dated 17.02.2023 issued M/s. Chaitanya Project Consultancy Private Limited	13	217-218
17.	Copy of the letter dated 05.05.2023 issued by the Petitioner.	14	219-222
18.	Copy of the letter issued by the Opposite Party No. 1 dated 06.06.2023	15	223-224
19.	Copy of the letter issued by the Petitioner to the Opposite Party No. 1 dated 09.06.2023	16	225-227

B. MISHRA
NOTARY, CUTTACK
ODISHA

Sr. No.	Particulars	Annexure	Pages
20.	Copy of the letter issued by the Opposite Party No. 1 to the Petitioner dated 10.06.2023	17	228-229
21.	Copy of the Completion Certificate issued by the Petitioner on 10.06.2023	18	230-234
22.	Copy of the Incident Report dated 18.07.2023	19	235-238
23.	Copy of the Report dated 04.08.2023 submitted the Expert Committee	20	239-252
24.	Copy of the letter dated 14.08.2023 issued by the Opposite Party No. 1 to the Petitioner	21	253
25.	Copy of the clarificatory letter dated 19.08.2023 issued by the Petitioner to the Opposite Party No. 1	22	254-255
26.	Copy of the show-cause notice issued by the Opposite Party No. 1 dated 13.11.2023	23	256
27.	Copy of the reply to the show-cause notice dated 18.11.2023 issued by the Petitioner to the Opposite Party No. 1	24	257-258
28.	Copy of the letter dated 11.01.2024 issued by the Opposite Party No. 1 along with the NHAI Policy Circular No. 18.63/2021 dated 08.01.2021	25 (colly)	259-261

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Sr. No.	Particulars	Annexure	Pages
29.	Copy of the letter dated 29.01.2024 issued by the Petitioner to the Opposite Party No. 1 in response to the debarment letter dated 11.01.2024 issued by the Opposite Party No. 1	26	262-273
30.	Copy of NHAI Policy Circular No. 16.12/2022 dated 18.01.2022	27	274-279
31.	Copies of the letters dated 11.01.2024 issued by the Opposite Party No. 1 to the Concessionaire and M/s. Gammon India Limited	28 (colly)	280-282
32.	A copy of the letter dated 01.11.2017 issued by the Opposite Party No. 1	29	283-288
33.	Copy of the letter dated 11.01.2024 issued by the Opposite Party No. 1 to M/s. Sheladia Associates.	30	289
34.	VAKALATNAMA	--	--

CUTTACK

By the Petitioner through

Anishree

DATE: 20.05.2024

ADVOCATE

Ms. Adishree Mishra

D/4047/2015

+91 - 9438088743

B. MISHRA
NOTARY, CUTTACK
ODISHA

SYNOPSIS

The Petitioner has preferred the present Writ Petition before this Hon'ble Court praying for issuance of a writ of mandamus and/ or a writ of certiorari and/ or any other appropriate writ of like nature and direction(s) or order(s) to the Opposite Parties for quashing of the impugned letter dated 11.01.2024 bearing No. NHAI/11014/8/2024/PIU/CDL/82 issued by the Opposite Party No. 1 to the Petitioner whereby the Petitioner has been imposed with a penalty of INR 20,00,000/- (Rupees Twenty Lakhs) and has been debarred for a period of 1 (one) year on illegal and arbitrary grounds.

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LIST OF DATES


Date	Particulars
21.12.2015	The Opposite Party No.1 had issued certain revised guidelines for issuance of Completion Certificate or Provisional Completion Certificate in respect of PPP Projects by the Independent Engineer. In pursuance of these revised guidelines, the Opposite Party No.1 mandated that the Regional Officer shall be associated during conduct of all tests prior to the completion of the Project highway.
28.02.2018	The Opposite Party No. 1 invited proposals for an Independent Engineer on the basis of the International Competitive Bidding for provision of Independent Engineer Services for rehabilitation and upgradation of four lane to six laning of Chandikhole – Bhadrak, section 5 of NH-5 in the state of Odisha to be executed on Hybrid Annuity mode under NHDP - Phase V.
09.04.2018	The Opposite Party No.1 entered into a Concession Agreement with DBL Chandikhole Bhadrak Highways Private Limited for the Project.
29.05.2019	The Petitioner emerged as the H1 bidder in the combined score as per the technical and financial evaluation and the NHAH accepted its proposal through a Letter of Acceptance.
21.06.2019	TPF Getinsa Euroestudios, S.L. Spain and Segmental Consulting & Infrastructure Advisory Private Limited entered into a Memorandum of Understanding for the purposes of forming a Joint Venture in order to jointly provide consultancy services for the project.
26.06.2019	The Opposite Party No. 1 has entered into a Contract Agreement by and between National Highways Authority of India and TPF Getinsa Euroestudios, S.L. Spain in association with Segmental Consulting & Infrastructure Advisory Private Limited for


 A.S.V.

Date	Particulars
	Independent Engineer Services for rehabilitation and upgradation of four lane to six laning of Chandikhole – Bhadrak, section 5 of NH-5 in the State of Odisha to be executed on Hybrid Annuity mode under NHDP – Phase V.
20.11.2019	Test Report of Non-Destructive Test issued by Balaji Scientific Laboratories of the Chandikhole to Bhadrak Section of NH-16.
10.06.2022	Non-Destructive Test was conducted by Balaji Scientific Laboratories on the request of M/s. Dilip Buildcon Limited and a Test Report was issued in relation thereto.
21.07.2022	A site visit was conducted by Mr. Nigamananda Adhikari, Engineer in Charge of the Petitioner.
22.07.2022	The Petitioner issued a letter to the Concessionaire (i.e., DBL Chandikhole Bhadrak Highways Private Limited) about its observations during the joint site inspection with regards to the application for issuance of a provisional commercial operation date.
23.07.2022	M/s. Chaitanya Projects Consultancy Private Limited issued a Safety Report of the Project certifying that the Project highway is safe and reliable for road users and recommended for commercial operation and provisional completion of the same.
23.07.2022	The Opposite Party No. 1 issued a letter to the Petitioner inviting their comments/recommendations of the report of the safety consultant (i.e., M/s. Chaitanya Projects Consultancy Private Limited)
10.08.2022- 11.08.2022	Site inspection by the CGM (Tech) & RO of the Opposite Party No. 1. Pursuant to the inspection conducted, the CGM (Tech) & RO of the Opposite Party No. 1 issued a letter with certain observations.

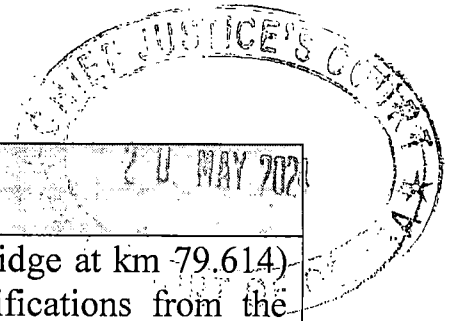
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Date	Particulars
18.08.2022	The Opposite Party No. 1 provided its concurrence for granting the Provisional Certificate by the Petitioner.
19.08.2022	Petitioner by adhering to the Opposite Party No. 1 guidelines laid down in the letter dated 21.12.2015 bearing No. NHAI/CGM(CMC)/2015/75902, and with concurrence of the Opposite Party No. 1, issued the Provisional Completion Certificate to the Concessionaire (i.e., DBL Chandikhole Bhadrak Highways Limited).
17.02.2023	M/s. Chaitanya Project Consultancy Private Limited (Safety Consultant) <i>vide</i> a letter issued to the Opposite Party No. 1 recommended the issuance of the Completion Certificate.
05.05.2023	Petitioner intimated the Opposite Party No. 1 that it intends to issue Completion Certificate and requested for concurrence of the Opposite Party No.1.
06.06.2023	The Opposite Party responded to the letter issued by the Petitioner and made certain recommendations which were required to be acted upon by the Concessionaire before issuance of the Completion Certificate.
09.06.2023	The Petitioner intimated the Project Director of the Opposite Party No.1 that the Concessionaire has submitted the compliance in relation to the observations communicated during the joint inspection by the Project Director along with representatives of the Petitioner and Concessionaire. It was further intimated that the Concessionaire has taken up the rectification work, most of which has been completed and the remaining works shall be completed shortly.
10.06.2023	The Opposite Party No. 1 responded to the letter dated 09.06.2023 by directing the Petitioner to


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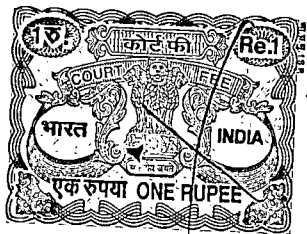
Date	Particulars
	<p>ensure that any kind of deficiencies cited in the O&M inspection report should be rectified, failing which the Opposite Party No. 1 shall be entitled to recover damages from the Concessionaire.</p> <p>The Opposite Party No. 1 also instructed the Petitioner to take appropriate action for issuance of the Completion Certificate.</p>
10.06.2023	The Petitioner issued a Completion Certificate and declared the Project to be fit for entry into commercial operation with effect from 19.02.2023.
18.07.2023	<p>At around 7.00 am a girder of P1-A1 of 72.5 mtr of a major bridge at km. 79+614 on Chandikhole – Bhadrak section of NH-16 collapsed.</p> <p>The NHAI issued an incident report regarding the collapse of a girder of P1-A1 on the RHS at the km. 79+614 on Chandikhole-Bhadrak section of NH-16.</p> <p>The Project Director, PIU Chandikhole, NHAI also constituted an expert committee comprising of Shri A.K. Shrivastava, Dr. S.K. Sharma and Shri Alok Pandey for inspecting the said site so as to ascertain the cause of damage and to suggest remedial measures.</p>
22.07.2023	The Expert Committee constituted by the Project Director, PIU Chandikhole, NHAI, Shri Amit Kumar Ghosh, Additional Secretary of the Opposite Party No. 2 visited the said site.
04.08.2023	The Expert Committee formed by the NHAI issued an Inspection Report regarding the collapse of a bridge (i.e., span A1-P1 of bridge at km 79.614) on NH-16.
14.08.2023	The NHAI issued a letter to the Petitioner informing about the findings of the Inspection Report of Expert Committee regarding the collapse of a certain section

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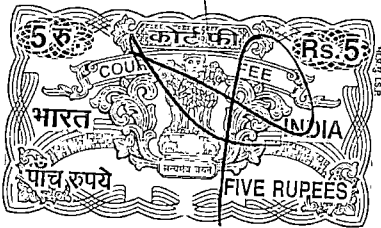
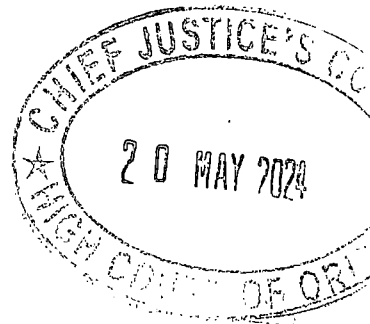
Date	Particulars
	of bridge (i.e., span A1-P1 of bridge at km 79.614) on NH-16 and sought for clarifications from the Petitioner.
19.08.2023	The Petitioner responded to the letter issued by the NHAI on 14.08.2023 with clarifications.
13.11.2023	The Opposite Party No. 1 issued a show cause notice.
18.11.2023	The Petitioner issued a reply to the show cause notice.
11.01.2024	<p>The Opposite Party No. 1 intimated the Petitioner that the Competent Authority has decided to impose a penalty of INR 20,00,000/- and has debarred the Petitioner for 1 year as per NHAI Policy Circular No. 18.63/2021 dated 08.01.2021.</p> <p>The Opposite Party No. 1 also issued a letter to M/s. Sheladia Associates (Design Consultant) debarring it for a period of 1 year due to deficiency of design in the collapsed bridge.</p> <p>The Opposite Party No. 1 also issued letters to the Concessionaire and M/s. Gammon India Limited imposing monetary penalty due to the collapse of the bridge.</p>
29.01.2024	The Petitioner issued a letter to the Opposite Party No. 1 in response to the debarment letter dated 11.01.2024 issued by the Opposite Party No. 1.

Adv
Adv



[= 1 =]

IN THE HIGH COURT OF ORISSA: CUTTACK



W.P. (C) NO. 14993 / 2024

CODE: 282008

In the matter of: A Writ Petition under Article 226 of the Constitution of India.

In the matter of: A petition under Article 14 of the Constitution of India.

In the matter of: A Writ Petition praying for issuance of a writ of mandamus and/ or a writ of certiorari and/ or any other appropriate writ of like nature and direction(s) or order(s) to the Opposite Parties for quashing of the impugned letter dated 11.01.2024 bearing No. NHAI/11014/8/2024/PIU/CDL/82 issued by the Opposite Party No. 1 to the Petitioner whereby the Petitioner has been imposed with a penalty of INR 20,00,000/- (Rupees Twenty Lakhs) and has been debarred for a period of 1 (one) year.

Presented in Court

B.
24/6/24 **B.O.**

In the matter of: M/s. TPF Getinsa Euroestudios, S.L, in association with Segmental Consulting and Infrastructure Advisory Private Limited, having its project office at 3rd Floor, Above SBI Bank, Jagannathpur, P.O. Madhabnagar, Bhadrak, Odisha - 756181 through Mr. Sagar Mohanty, authorised representative.

...Petitioner

Versus

B. MISHRA
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ODISHA

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1 National Highways Authority of India, Ministry of Road Transport and Highways, Government of India

having Project Implementation Unit at NHAI Complex, Neulpur, Chandikhole, Jajpur, Odisha – 755024.

Also at:

National Highways Authority of India, Project Implementation Unit, Plot No. 1086, Chandmaripadia, Sahadevkhunta, Balasore, Odisha – 756001.

Ms. ADISHREE MISHRA
D/4047/2015
9438088743.

2 Union of India, through the Ministry of Road Transport and Highways, Director General, Paryavaran Bhawan, 1, Sansad Marg, New Delhi – 110001.

... Opposite Parties

(The issue in the present Writ Petition was never before this Hon'ble Court was never before this Hon'ble Court in any manner whatsoever)

To,

The Hon'ble Chief Justice of the Orissa High Court and his Lordship's Companion Justices of the said Hon'ble Court.

The humble petition of the Petitioner above named:


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MOST RESPECTFULLY SHEWETH:

1. That M/s. TPF Getinsa Euroestudios, S.L, is a company organised and existing under the laws of Spain, having its office at D-206, Global Business Park, M.G Road, Gurugram, Haryana-122002 and having its site office in association with M/s Segmental Consulting and Infrastructure Advisory Private Limited at 3rd Floor, Above SBI Bank, Jagannathpur, P.O. Madhabnagar, Bhadrak, Odisha – 756181.
2. That M/s. TPF Getinsa Euroestudios, S.L, is a premier consulting engineering company formed for providing civil engineering consultancy services to the Government and specialised consultancy services to semi-government and private organisations. It is a leading international consulting organisation specialising in highways and bridges, structures, urban and regional infrastructure development, water supply, water resources development and management, traffic and transportation, institutional strengthening and capacity building and socio-economic and environmental impact assessment. It is a leading consulting organisation with the Ministry of Road, Transport and Highways for providing consultancy services for all types of road projects, bridge projects, construction supervision of highways and bridges etc.
3. That Segmental Consulting and Infrastructure Advisory Private Limited is a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 and having CIN No. U74140HR2009PTC114856 with similar credentials and is engaged in similar business activities as that of M/s. TPF Getinsa Euroestudios, S.L. Segmental Consulting and Infrastructure Advisory Private Limited jointly/ in association with M/s. TPF Getinsa Euroestudios, S.L., is executing several projects for different organizations in India.

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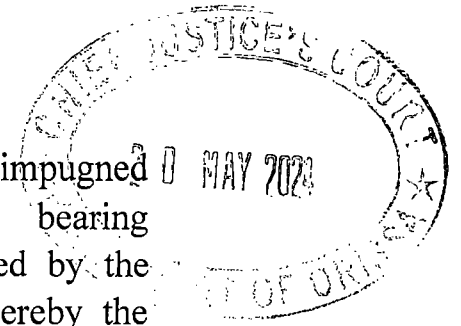
4. That the present Writ Petition is being filed through Mr. Sagar Mohanty who has been duly authorised by the Petitioner *vide* Authority Letter dated 15.04.2024 to represent the Petitioner to file and institute the present Writ Petition and as such is entitled to the rights and privileges guaranteed under the Constitution of India and laws framed thereunder.

Copy of the Authority Letter dated 15.04.2024 is annexed herewith and marked as ANNEXURE 1.

5. That the Opposite Party No. 1 was set up by an act of the Parliament, namely, National Highways Authority of India Act, 1988. The said Act was formulated for the constitution of an Authority for the development, maintenance and management of national highways and for matters connected therewith or incidental thereto. The Opposite Party No. 1 has been entrusted with National Highways Development Project, which alongwith other minor projects, has vested in it 50,329 kms of National Highways for development, maintenance and management. It is mandated to implement National Highways Development Project (NHDP) which is India's largest ever Highways Project in a phased manner. The National Highways have a total length of 1,32,499 (approx) km to serve as the arterial network of the country.
6. That the Opposite Party No. 2 is an administrative ministry of the Opposite Party No.1 and is an apex organisation under the Central Government, is entrusted with the task of formulating and administering, in consultation with other Central Ministries/Departments, State Governments/UT Administrations, organisations and individuals, policies for Road Transport, National Highways and Transport Research with a view to increasing the mobility and efficiency of the road transport system in the country.


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7. That the Petitioner being aggrieved by the impugned letter dated 11.01.2024 bearing No. NHAI/11014/8/2024/PIU/CDL/82 issued by the Opposite Party No. 1 to the Petitioner whereby the Petitioner has been imposed with a penalty of INR 20,00,000/- (Rupees Twenty Lakhs) and has been debarred for a period of 1 (one) year, has filed the present Writ Petition before this Hon'ble Court.
8. That the facts and circumstances leading to the filing of the present Writ Petition are enunciated herein below:

- (i) That the Opposite Party No. 1 on 28.02.2018 invited proposals for engaging an Independent Engineer on the basis of the International Competitive Bidding for provision of Independent Engineer Services for rehabilitation and upgradation of four lane to six laning of Chandikhole – Bhadrak (km. 62.000 to km. 136.500), section of NH-5 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP - Phase V (hereinafter referred to as the “Project”).

Copy of the invitation for proposals issued by the Opposite Party No. 1 dated 28.02.2018 is annexed herewith and marked as ANNEXURE 2.

- (ii) That the Opposite Party No.1 entered into a Concession Agreement dated 09.04.2018 with DBL Chandikhole Bhadrak Highways Private Limited (hereinafter referred to as “Concessionaire”) for the Project.
- (iii) That the Petitioner in response to the aforementioned invitation submitted its bid/ proposal with the Opposite Party No. 1 for being appointed/ engaged as the Independent Engineer for the Project. The Petitioner had

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emerged as the H1 bidder in the combined score as per the technical and financial evaluation. Accordingly, the Opposite Party No. 1 issued a letter of acceptance dated 29.05.2019 bearing No. NHAI/ NHDP -V/ Tech/ OR/ 2017/ CHB/ IE/ 135700 to the Petitioner accepting its bid/ proposal.

Copy of the letter of acceptance issued by the Opposite Party No. 1 dated 29.05.2019 is annexed herewith and marked as ANNEXURE 3.

- (iv) That M/s. TPF Getinsa Euroestudios, S.L., and Segmental Consulting and Infrastructure Advisory Private Limited entered into a Memorandum of Understanding dated 21.06.2019 for jointly providing overall performance of the consultancy services for the Project.

Copy of the Memorandum of Understanding dated 21.06.2019 has been annexed herewith and marked as ANNEXURE 4.

- (v) That thereafter, on 26.06.2019, the Petitioner and the Opposite Party No. 1 entered into a contract agreement in relation to the provision of independent engineer services for the Project.

Copy of the Contract Agreement dated 26.06.2019 has been annexed herewith and marked as ANNEXURE 5.

- (vi) That the relevant provisions of the Contract Agreement have been extracted and reproduced hereunder for better appreciation:

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- (a) Clause 2.5 of the General Conditions of Contract

“Entire Agreement:

The Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth therein.”

- (b) Clause 2.6 of the General Conditions of Contract

“Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.”

- (c) Clause 9 of the General Conditions of Contract

“Fake CV

If any case of fake/incorrect/inflated CV is found, it shall be dealt with very severely and would result in all possible penal action including blacklisting from future projects of NHAI. This would also

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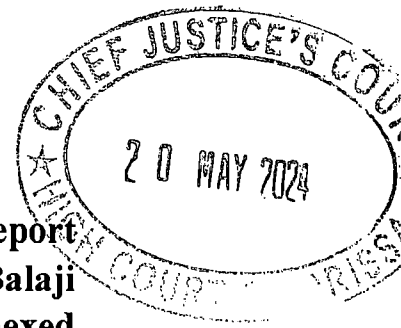
apply even when the consulting firm is not successful in getting the assignment. In case CV of a person is turned out to be fake/ incorrect/ inflated during the assignment, the consultancy firm will have to refund the salary and perks drawn including interest @12% per annum in respect of the person apart from other consequences. In addition to the above, 10% of the salary and perks to be refunded shall be recovered from the firm as penalty."

- (vii) That the concessionaire of the Project i.e., DBL Chandikhole Bhadrak Highways Limited through its holding company M/s. Dilip Buildcon Limited has conducted a Non-Destructive Test in the year 2019 by engaging Balaji Scientific Laboratories, Faridabad, Haryana. Balaji Scientific Laboratories submitted its report to Dilip Buildcon Limited on 20.11.2019. The objective of the test was to examine the uniformity, grade of concrete and strength of concrete.

A copy of the Non-Destructive Test Report dated 20.11.2019 carried out by Balaji Scientific Laboratories has been annexed herewith and marked as ANNEXURE 6.

- (viii) That thereafter, another Non-Destructive Test was conducted by Balaji Scientific Laboratories on the request of M/s. Dilip Buildcon Limited in the year 2022 and a Test Report in this regard was submitted on 10.06.2022. The objective of the test was to examine the uniformity and strength of concrete and state of corrosion of reinforcement.

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A copy of the Non-Destructive Test Report dated 10.06.2022 carried out by Balaji Scientific Laboratories has been annexed herewith and marked as ANNEXURE 7.

- (ix) That a site visit was conducted by Mr. Nigamananda Adhikari, Engineer in Charge of the Petitioner on 21.07.2022. Pursuant to the inspection carried out by the Petitioner's Engineer, the Petitioner wrote a letter dated 22.07.2022 to the Concessionaire (i.e., DBL Chandikhole Bhadrak Highways Limited) pointing out various defects and deficiencies in relation to the construction of the Project and requesting the Concessionaire to work upon the said defects/ deficiencies.

A copy of the letter issued by the Petitioner to DBL Chandikhole Bhadrak Highways Limited dated 22.07.2022 has been annexed herewith and marked as ANNEXURE 8.

- (x) That as the matter stood thus, the Opposite Party No. 1 issued a letter dated 23.07.2022 to the Petitioner and enclosed a Safety Report dated 23.07.2022 issued by M/s. Chaitanya Projects Consultancy Private Limited (i.e., the Safety Consultant for the Project appointed by the Opposite Party No. 1) wherein it certified that the Project highway is safe and reliable for road users and recommended for commercial operation and provisional completion of the same. The Opposite Party No. 1 requested the Petitioner to submit its comments/ recommendations on the Safety Report issued by the M/s. Chaitanya Projects Consultancy Private Limited.


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Copy of the Letter dated 23.07.2022 issued by the Opposite Party No. 1 along with the Safety Report dated 23.07.2022 issued by M/s. Chaitanya Projects Consultancy Private Limited has been annexed with and marked as ANNEXURE 9.

- (xi) That the NHAI had issued certain revised guidelines in the letter dated 21.12.2015 bearing No. NHAI/CGM(CMC)/2015/75902 for issuance of Completion Certificate or Provisional Completion Certificate in respect of PPP Projects by the Independent Engineer. In pursuance of these revised guidelines, the NHAI mandated that the Regional Officer shall be associated during conduct of all tests prior to the completion of the Project highway. Further, prior to the issuance of the Provisional Completion Certificate or Completion Certificate, the Independent Engineer shall notify of its intention of doing so along with details to the Regional Officer along with a copy to the Opposite Party No. 1. Upon receipt of the Report from the Independent Engineer, the Regional Officer shall conduct an inspection of the Project and thereby either concur with the opinion of the Independent Engineer or shall communicate the reasons for such disagreement.

Copy of the letter dated 21.12.2015 bearing No. NHAI/CGM(CMC)/2015/75902 issued by the Opposite Party No. 1 has been annexed herewith and marked as ANNEXURE 10.

- (xii) That the Petitioner by adhering to the guidelines laid down in the letter dated 21.12.2015 bearing No. NHAI/CGM(CMC)/2015/75902 issued by the

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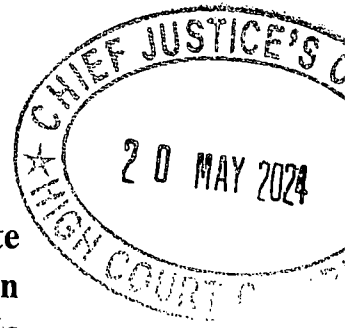
Opposite Party No. 1 and with concurrence of the Opposite Party No. 1, issued the Provisional Completion Certificate to the Concessionaire (i.e., DBL Chandikhole Bhadrak Highways Limited) on 19.08.2022. It must be noted here that the said Provisional Certificate was granted to the Concessionaire (i.e., DBL Chandikhole Bhadrak Highways Limited) only upon successfully conducting all tests recommended by the Safety Consultant in concurrence with the CGM (Tech) and Regional Officer – NHAI. The Petitioner had concurred for granting its approval for issuance of the Provisional Completion Certificate *vide* its letter dated 18.08.2022.

A copy of the Provisional Certificate issued by the Petitioner dated 19.08.2022 and the approval granted by the Opposite Party No. 1 *vide* letter dated 18.08.2022 has been collectively annexed herewith and marked as ANNEXURE 11 (*colly*).

- (xiii) That the issuance of the Provisional Completion Certificate was preceded by a site inspection by the CGM (Tech) & RO of the Opposite Party No. 1 on 10.08.2022. The same has been recorded in the letter dated 11.08.2022 issued by the CGM (Tech) & RO of the Opposite Party No. 1 to the Petitioner wherein certain observations were made by the CGM (Tech) & RO of the Opposite Party No. 1. The site inspection of the Project was preceded by a letter issued by the Petitioner on 23.07.2022 along with a recommendation letter dated 23.07.2022 issued by the Safety Consultant (M/s. Chaitanya Project Consultancy Private Limited) recommending for issuance of the Provisional Completion Certificate which has annexed as ANNEXURE 9 above.

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A copy of the letter issued by the Opposite Party No. 1 dated 11.08.2022 has been annexed herewith and marked as ANNEXURE 12.

- (xiv) That M/s. Chaitanya Project Consultancy Private Limited *vide* its letter dated 17.02.2023 issued to the Opposite Party No. 1 recommended the issuance of the Completion Certificate. The said letter was issued by M/s. Chaitanya Project Consultancy Private Limited pursuant to a project site inspection conducted by them on 15.02.2023 and 16.02.2023. M/s. Chaitanya Project Consultancy Private Limited in the said letter has certified that the Project is safe and reliable for road users and recommended for its commercial operation.

A copy of the letter dated 17.02.2023 issued M/s. Chaitanya Project Consultancy Private Limited has been annexed herewith and marked as ANNEXURE 13.

- (xv) That thereafter, the Petitioner *vide* its letter dated 05.05.2023 conveyed to the Opposite Party No. 1 that it intends to issue Completion Certificate and requested for concurrence of the Opposite Party No.1 in this regard.

A copy of the letter dated 05.05.2023 issued by the Petitioner has been annexed herewith and marked as ANNEXURE 14.

- (xvi) That in response to the letter dated 05.05.2023 issued by the Petitioner, the Opposite Party No. 1 made certain recommendations which were required to be acted upon by the Concessionaire before issuance of the

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Completion Certificate *vide* its letter dated 06.06.2023.

A copy of the letter issued by the Opposite Party No. 1 dated 06.06.2023 has been annexed herewith and marked as ANNEXURE 15.

- (xvii) That the Petitioner intimated the Project Director of the Opposite Party No.1 *vide* its letter dated 09.06.2023 that the Concessionaire has submitted the compliance in relation to the observations communicated during the joint inspection by the Project Director along with representatives of the Petitioner and Concessionaire. It was further intimated that the Concessionaire has taken up the rectification work, most of which has been completed and the remaining works shall be completed shortly.

A copy of the letter issued by the Petitioner to the Opposite Party No. 1 dated 09.06.2023 has been annexed herewith and marked as ANNEXURE 16.

- (xviii) That the Opposite Party No. 1 responded to the letter dated 09.06.2023 *vide* letter dated 10.06.2023 and directed the Petitioner to ensure that any kind of deficiencies cited in the O&M inspection report should be rectified, failing which the Opposite Party No. 1 shall be entitled to recover damages from the Concessionaire. The Opposite Party No. 1 also instructed the Petitioner to take appropriate action for issuance of the Completion Certificate in accordance with the guidelines circulated by the NHAI *vide* its letter dated

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21.12.2015 bearing No.
NHAI/CGM(CMC)/2015/75902.

A copy of the letter issued by the Opposite Party No. 1 to the Petitioner dated 10.06.2023 has been annexed herewith and marked as ANNEXURE 17.

- (xix) That the Petitioner after receiving the concurrence of the Opposite Party No. 1 *vide* its letter dated 10.06.2023 on the issue of Completion Certificate, issued a Completion Certificate *vide* its letter dated 10.06.2023 and declared the Project to be fit for entry into commercial operation with effect from 19.02.2023.

A copy of the Completion Certificate issued by the Petitioner on 10.06.2023 has been annexed herewith and marked as ANNEXURE 18.

- (xx) That the Project after having received the Completion Certificate, a tragic incident unfolded on the morning of 18.07.2023 at 7.00 am when a girder of P1-A1 of 72.5 mtr of a major bridge at km. 79+614 on Chandikhole – Bhadrak section of NH-16 collapsed. However, the tragic incident did not claim any precious lives and there was no loss of life or property. The Project Director, PIU Chandikhole after having assessed the situation issued an Incident Report dated 18.07.2023. The Project Director, PIU Chandikhole, NHAI also constituted an expert committee comprising of Shri A.K. Shrivastava, Dr. S.K. Sharma and Shri Alok Pandey for inspecting the said site so as to ascertain the cause of damage and to suggest remedial measures.

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A copy of the Incident Report dated 18.07.2023 has been annexed herewith and marked as ANNEXURE 19.

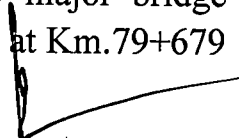
- (xxi) That the Expert Committee constituted by the Project Director, PIU Chandikhole, NHAI, Shri Amit Kumar Ghosh, Additional Secretary of the Opposite Party No. 2 visited the said site on 22.07.2023. The mandate of the Expert Committee was to visit the bridge site, to carry out necessary inspection and analyse to find the root cause of collapse of bridge. The Expert Committee after having inspected the said site of collapse submitted a detailed report on 04.08.2023.

A copy of the Report dated 04.08.2023 submitted the Expert Committee has been annexed herewith and marked as ANNEXURE 20.

- (xxii) That the Opposite Party No. 1 issued a letter dated 14.08.2023 to the Petitioner seeking for clarifications as to why actions should not be taken against it for collapse of the bridge.

A copy of the letter dated 14.08.2023 issued by the Opposite Party No. 1 to the Petitioner has been annexed herewith and marked as ANNEXURE 21.

- (xxiii) That the Petitioner responded to the letter dated 14.08.2023 issued by the Opposite Party No. 1 *vide* its letter dated 19.08.2023. The Petitioner stated that in accordance with the terms of the Concession Agreement, a new major bridge was supposed to be constructed at Km.79+679


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on LHS and the existing bridge on RHS was only required to be repaired which included general cleaning of expansion joints and drainage spouts. Further, it was also clarified that in accordance with the terms of the Concession Agreement, visual inspection and Non-Destructive Test was carried out by M/s. Balaji Scientific Laboratory for the assessment of the health conditions of the existing structure in order to finalise its repair and rehabilitation. Further, it was also clarified that as per visual inspection and Non-Destructive Test, no distress was observed in the existing bridge. Furthermore, apart from the regular routine check-ups, the joint visual inspection of all bridges was being conducted prior to every monsoon.

It was further clarified that all the requisite tests had been carried out prior to the issuance of the Provisional Completion Certificate along with a site inspection carried out by the Regional Officer. Thus, only after receiving concurrence from the Opposite Party No. 1, the Project had received its Provisional Completion Certificate on 19.07.2023. Similarly, the Completion Certificate for the Project was issued by the Petitioner after conducting the requisite tests (joint visual inspection, Non-Destructive Test, etc.) and after receiving concurrence from the Opposite Party No. 1.

Furthermore, the Petitioner also stated that the collapse of the existing major bridge constructed by M/s. Gamon Infra Private Limited in the year 2007-08 may have occurred due to an inadequate design and reinforcement detailing for the loading coming on the pier cap. The Petitioner reaffirmed that there was no negligence committed on their part as regards

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the construction of the highway and its maintenance.

A copy of the clarificatory letter dated 19.08.2023 issued by the Petitioner to the Opposite Party No. 1 has been annexed herewith and marked as ANNEXURE 22.

- (xxiv) That the Opposite Party No. 1 thereafter issued a show cause notice dated 13.11.2023 to the Petitioner based on the findings of the Expert Committee Report dated 04.08.2023.

A copy of the show-cause notice issued by the Opposite Party No. 1 to the Petitioner dated 13.11.2023 has been annexed herewith and marked as ANNEXURE 23.

- (xxv) That the Petitioner in response to the show-cause notice issued by the Opposite Party No. 1 dated 13.11.2023, submitted its clarifications to the Petitioner vide letter dated 18.11.2023. The Petitioner issued the same clarifications as issued in its earlier letter dated 19.08.2023.

A copy of the reply to the show-cause notice dated 18.11.2023 issued by the Petitioner to the Opposite Party No. 1 is annexed herewith and marked as ANNEXURE 24.

- (xxvi) That the Opposite Party No. 1 *vide* its letter dated 11.01.2024 intimated the Petitioner that the submission on show-cause made on 18.11.2023 does not stand on merit. Further, the Competent Authority/Opposite Party No. 1 imposed a penalty of INR 20,00,000/- and debarred the Petitioner for 1 (one) year as per NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 considering the observations made by the Expert Committee.

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A copy of the letter dated 11.01.2024 issued by the Opposite Party No. 1 along with the NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 have been collectively annexed herewith and marked as ANNEXURE 25 (colly).

- (xxvii) That the Petitioner *vide* a letter dated 29.01.2024 bearing no. TPF/GAS/23-24/HO/2611 responded to the letter dated 11.01.2024 issued by the Opposite Party No. 1 to the Petitioner pursuant to which the Petitioner was debarred and also imposed with a penalty. The Petitioner, in the aforesaid letter to the Opposite Party No. 1, requested the Opposite Party No. 1 to consider and revoke the debarment because the debarment was ordered in light of an erstwhile circular of the Opposite Party No. 1 (i.e., NHAI Policy Circular No. 18.63/ 2021 dated 08.01.2021) which was not valid and had in fact been superseded by another circular of the Opposite Party No. 1 (i.e., NHAI Policy Circular No. 16.12/2022 dated 18.01.2022). Further, the Petitioner also highlighted in the said letter that under the latter circular, prior to debarment of an entity, a notice of 15 days was required to be given to such entity to furnish its written reply and also allow a personal hearing.

A copy of the letter dated 29.01.2024 issued by the Petitioner to the Opposite Party No. 1 in response to the letter dated 11.01.2024 issued by the Opposite Party No. 1 has been annexed herewith and marked as ANNEXURE 26.

9. GROUNDS


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A. LETTER DATED 13.11.2023 CANNOT BE
TERMED AS A SHOW CAUSE NOTICE

That the letter dated 13.11.2023 issued by the Opposite Party No. 1 to the Petitioner cannot be considered to be a show cause notice. The aforesaid letter dated 13.11.2023 refers to some of the issues raised by the Expert Committee in their Inspection Report on the collapse of the bridge at km 79+614 on NH-16 and only indicates that the Petitioner is required to submit its clarifications in relation to why necessary action should not be initiated against the Petitioner for collapse of the bridge.

The operative portion of the said letter dated 13.11.2023 is reproduced hereinbelow for the reference of this Hon'ble Court:

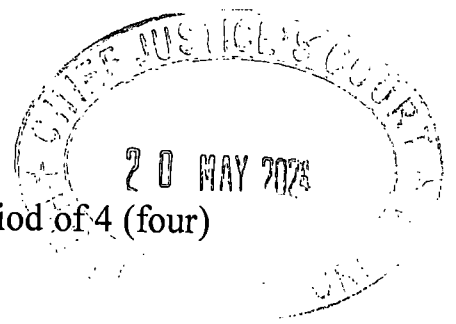
".... It is therefore, requested to submit your clarification that why necessary action will not be initiated against you for the incident. Your clarification has to be submitted within two days from the date of issuance of this letter."

It is pertinent to note that the aforesaid letter nowhere mentions the penal action or punishment or penalty which Opposite Party No. 1 intends to impose on the Petitioner and merely asks for clarifications to be submitted by the Petitioner in relation to the collapse of the bridge. There is not even a whisper in the said letter dated 13.11.2023 that the Opposite Party No. 1 intended to debar the Petitioner or to pass any similar order. It may be noted that prior to the letter dated 13.11.2023, the Opposite Party No.1 had issued another letter to the Petitioner on 14.08.2023 in relation to the collapse of the bridge wherein the Opposite Party No.1 had also asked the Petitioner to


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only submit its clarifications within a period of 4 (four) days.

The penal actions imposed by the Opposite Party No. 1 in the letter dated 11.01.2024 has no nexus with the letter dated 13.11.2023 issued to the Petitioner.

It is a settled principle of law that it is the very essence of civilised jurisprudence that a person against whom any action is sought to be taken or whose right or interests are being affected should be given a reasonable opportunity to defend himself. The basic principle of natural justice is that before adjudication starts, the authority concerned should give the affected party a notice to defend himself and such notice should be adequate and the grounds necessitating action as well as the penalty/punishment proposed should be mentioned specifically and unambiguously. If such conditions are not satisfied, the person cannot be said to have been granted any reasonable opportunity of being heard.

Further, it is an established legal position that specifically, in the context of blacklisting/ debarment of a person or an entity by the state or a state corporation, the requirement of a valid, particularized and unambiguous show cause notice is particularly crucial due to the severe consequences of blacklisting and the stigmatization that accrues to the person/ entity being blacklisted. Blacklisting essentially has the effect of denying a person or an entity the privileged opportunity of entering into government contracts. This privilege arises because it is the state who is the counterparty in government contracts and as such, every eligible person is to be afforded an equal opportunity to participate in such

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contracts, without arbitrariness and discrimination. Not only does blacklisting take away this privilege, but also tarnishes the blacklisted person's reputation. Blacklisting also has long-lasting civil consequences for the future business prospects of the blacklisted entity. Blacklisting is equivalent to civil death of a person because it is stigmatic in nature and debars a person/ entity from participating in government tenders thereby precluding him from the award of government contracts. Thus, furnishing a valid show cause notice is critical and a failure to do so would render the order of blacklisting/ debarment invalid.

Therefore, in light of the above, it is clearly evident from the contents of the letter dated 13.11.2023 issued by the Opposite Party No. 1 to the Petitioner that the said letter merely indicates that the Petitioner should submit its clarifications in relation to the collapse of the bridge and nowhere in the letter spells out anything in relation to penal action proposed to be imposed by Opposite Party No.1. In fact, the Opposite Party No.1 has never issued any letter/ notice to the Petitioner in the nature of a show-cause notice. The Opposite Party No. 1 has treated the consequences of blacklisting/ debarment in a very lackadaisical and casual manner, which is why the Opposite Party No.1 after having issued such an improper notice have issued a subsequent letter dated 11.01.2024 whereby the Opposite Party No. 1 has arbitrarily imposed a penalty of Rs. 20,00,000/- and had debarred the Petitioner for a year, without adhering to the principles of natural justice and without considering the dire after-effects of blacklisting/ debarment, which have been time and again discussed and upheld in a plethora of judgments passed by the Hon'ble Supreme Court of India as well as various High Courts in India.

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It is a settled principle of law that any order having civil or economic consequences should bear application of mind. A perusal of the impugned letter dated 11.01.2024 would not indicate even a semblance of application of mind on the part of the Opposite Party No.1 which has snatched away the right of the Petitioner to enter into a trade for a period of 1 year. Such an order which has a sweeping ramification should not have been passed in such a casual manner by the Opposite Party No.1.

It is also an established principle of law that arbitrariness is contrary to rule of law, equity, fair play and justice. Hence, the letter dated 13.11.2023 is only a clarificatory letter and under no circumstances can be considered as a show cause notice issued to the Petitioner.

B. NO RIGHT OF OPPOSITE PARTY NO. 1 TO DEBAR THE PETITIONER UNDER THE CONTRACT AGREEMENT

That the action of the Opposite Party No. 1 of debarring the Petitioner travels beyond the bounds of the contract agreement dated 26.06.2019 executed between the Petitioner and the Opposite Party No.1. Clause 9 of the General Conditions of Contract provides that if any case of fake/ incorrect/inflated CV is found, it would result in all possible penal action including blacklisting from future projects of the Opposite Party No.1. This would also apply even when the consulting firm is not successful in getting the assignment. In case CV of a person is turned out to be fake/ incorrect/ inflated during the assignment, the consultancy firm will have to refund the salary and perks drawn including interest @12% per annum in respect of the person apart from other consequences. In addition to the above, 10% of the salary and perks to be refunded shall be recovered from the firm as penalty. It is

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worthwhile to note that the aforesaid clause is the only provision in the entire contract agreement (which comprises of both the General Conditions of Contract and Special Conditions of Contract) which gives the right to the Opposite Party No.1 to blacklist/ debar the Petitioner. It indicates that the Opposite Party No. 1 can blacklist/ debar the Petitioner only when it is a case of fake CV. Both the Petitioner and the Opposite Party No.1 are legally bound by the terms of the contract agreement executed between the parties. Unless a particular right of either party to a contract is specifically enumerated in such contract or unless such a right can be inferred from the terms of the contract, neither party can exercise such a right against the other party to the contract. Therefore, when there is no right conferred upon the Opposite Party No. 1 in the contract agreement to blacklist/ debar the Petitioner, other than when the case squarely falls within the said Clause 9 of the contract agreement dealing with fake CV, the action of the Opposite Party No.1 of debarring the Petitioner for a year is beyond the four corners of the contract agreement and is thus, arbitrary, whimsical and illegal.

C. DEBARMENT OF PETITIONER BY OPPOSITE PARTY NO. 1 ON THE BASIS OF INVALID NHAI POLICY CIRCULAR

That the letter dated 11.01.2024 issued by the Opposite Party No. 1 to the Petitioner states that the debarment of the Petitioner for 1 (one) year is as per NHAI Policy Circular No. 18.63/ 2021 dated 08.01.2021. It is pertinent to note that the aforesaid policy circular is invalidated with effect from 18.01.2022 since NHAI Policy Circular No. 16.12/2022 dated 18.01.2022 has superseded the erstwhile policy circular dated 08.01.2021. Paragraph

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3 of the Policy Circular No. 16.12/2022 dated 18.01.2022 clearly states that the NHAI Policy Circular No. 16.12/2022 dated 18.01.2022 supersedes the NHAI Policy Circular No. 18.63/ 2021 dated 08.01.2021. On this ground itself, the action of the Opposite Party No. 1 of debarring the Petitioner on the basis of an invalid Policy Circular is unwarranted and unjustified and should be held illegal and untenable in the eyes of law.

Further, even if, for the sake of arguments, it was to be argued that the Opposite Party No. 1 debarred the Petitioner on the basis of the NHAI Policy Circular No. 16.12/2022 dated 18.01.2022 instead of the earlier circular i.e., Policy Circular No. 18.63/ 2021 dated 08.01.2021, it is pertinent to note that **Clause 7 of the said policy clearly provides that prior to deciding an Independent Engineer as a non-performer or debarring/ penalizing it, the concerned technical division shall issue a notice to the Independent Engineer by giving 15 days' time to furnish its written reply and allow personal hearing if so desired by the Independent Engineer before the member concerned.** Therefore, had the debarment of the Petitioner by the Opposite Party No. 1 been as per the aforesaid policy circular of 2022, which is not the case in the present scenario, even then, it was mandatory that the Opposite Party No. 1 issued a notice to the Petitioner and allowed a time period of 15 days' to the Petitioner to submit a written reply and also allow personal hearing if the Independent Engineer desired so. However, in the present case, the Opposite Party No. 1 has debarred the Petitioner on the basis of an invalid Policy Circular, which renders such action of the Opposite Party No. 1 as illegal, unreasoned and fallacious.

It is clearly evident from such actions of the Opposite Party No. 1 that it is arbitrarily and quixotically resorting


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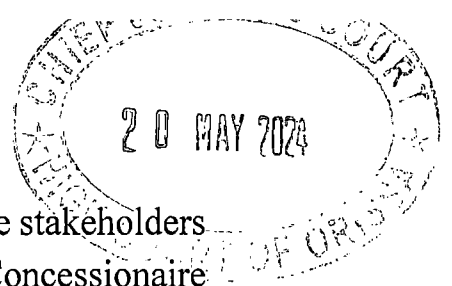
to debar/ blacklist entities from its projects without following the due process of law and without paying any heed to the serious consequences which follow such debarment/ blacklisting of any entity. This elucidates the high-handedness attitude of Opposite Party No. 1 in treating entities engaged in its projects as inferior and subjecting them to illegal imposition of penalty and/or debarment. Such actions on the part of the Opposite Party No. 1 only goes on to show the casual and indifferent attitude adopted by the Opposite Party No. 1 towards debarment/ blacklisting of an entity which has grave consequences on the debarred entity, such consequences having been equated with civil death by the Apex Court. Hence, the debarment of the Petitioner as per the letter dated 11.01.2024 issued by the Opposite Party No. 1 in light of an invalid policy circular is unsubstantiated, baseless and misplaced.

A copy of the NHAI Policy Circular No. 16.12/2022 dated 18.01.2022 has been annexed herewith and marked as ANNEXURE 27.

D. DEBARMENT ON THE BASIS OF AN INCONCLUSIVE AND AMBIGUOUS INSPECTION REPORT

That pursuant to the collapse of the span A1-P1 of the bridge at km 79.614 of the Project on NH-5 (new NH-16) on 18.07.2023, an Expert Committee comprising of 3 (three) members was constituted by the Opposite Party No.1 on the same day with for inspecting and analysing the reasons for the collapse of the said bridge. The Expert Committee submitted its report on 04.08.2023. As per the Inspection Report, the Expert Committee has prepared the report based on the site visit and interaction with the stakeholders as well as review of available documents. The Expert Committee also visited the

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bridge site on 22.07.2023 alongwith all the stakeholders (i.e., representatives of, the Contractor, Concessionaire and the Opposite Party No.1) and inspection was carried out. The Additional Secretary (MoRTH) Sh. Amit Kumar Ghosh also visited the site on 22.07.2022.

Paragraph 5.1 of the Inspection Report provides for the '**Committee Observations on Bridge Site Inspection**', Paragraph 6 of the Inspection Report provides for the '**Possible Causes of Failure of Pier Cap P1**' and Paragraph 7 of the Inspection Report provides for the '**Recommendation/ Suggestion**'. The relevant points of the Inspection Report as provided for in the aforesaid paragraphs are reproduced below for better appreciation of this Hon'ble Court:

"5.1 Committee Observation on Bridge Site Inspection:

5.1.1 Design and Good for Construction Drawings of the bridge were not available. Only "As Built Drawings" were made available which were with poor readability.

5.1.5 Increased bar spacing at some places as compared to the "As Built Drawings".

6. Possible Causes of Failure of Pier Cap P1

(i) Shear failure of pier cap at pier edge interface due to corrosion and tensile failure of transvers steel reinforcement (along the width of the pier). Possible deficiency in provision of reinforcement in the pier cap. In this connection the committee observed "there is a mismatch in the spacing of reinforcement placed along the width of the pier cap top as measured at site vis a vis the spacing of the reinforcement indicated in "As Built

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Drawings” vide bar mark 15. Further, the spacing of reinforcement placed along the length of the pier cap top could not be ascertained/measured at site which is shown as bar mark 10 in As Built Drawing”.

7. Recommendation/Suggestion

7.1 Possibility of differences in the pier cap reinforcement between Good for Construction (GFC) Drawings and actual provision of the same at site, could not be assessed by the committee due to non-availability of Good for Construction Drawings.

7.2 Accordingly, analysis & design for the pier cap may be reviewed by the design consultant to check the adequacy of the reinforcement for pier cap P1/P2.

It is pertinent to note from the above observations made by the Expert Committee in Paragraph 6 (i) of its Report that the Expert Committee has clearly indicated towards some defect/ default in the design of bridge, which could be a possible cause for the failure of Pier Cap P1 and may have resulted in the collapse of the bridge. This is evident from the observation made by the Expert Committee that there is a mismatch in the spacing of reinforcement placed along the width of the pier cap top as measured at site vis a vis the spacing of the reinforcement indicated in “As Built Drawings”. However, as noted by the Expert Committee in Paragraph 7.1 of the Inspection Report, due to absence/ non-availability of the Design and Good for Construction Drawings of the bridge, the difference/ mismatch observed by the Expert Committee could be ascertained/ evaluated. Accordingly, the Expert Committee noted in Paragraph 7.2 of the Report that the analysis and design for the pier cap should be reviewed by the design consultant in order to check the adequacy of the reinforcement for pier cap.



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Further, it is pertinent to note that the Expert Committee has prepared and submitted the Inspection Report only on the basis of one document i.e., the As Built Drawings, which also as has been noted in the Report was of poor readability/ illegible.

It is clearly evident from the Inspection Report that although the Expert Committee had conducted a site visit, however, since the Design and Good for Construction Drawings of the bridge were not available and the As Built Drawings were of poor reading quality, the observations made by the Committee could not be corroborated and further analysed/ assessed in order to reach a logical conclusion as to why the bridge had collapsed. However, the Expert Committee, in spite of, absence of necessary documents and only on the basis of certain illegible documents concluded that there was deficiency in services of the Independent Engineer/ Contractor and laxity on their part. The Opposite Party No. 1, rather than acknowledging the loopholes/ lacunae in the Inspection Report and issuing directions for making the necessary documents (such as the Design and Good for Construction Drawings of the bridge and legible As Built Drawings) available to the Expert Committee so that the Committee could prepare a Report based on proper analysis and investigation, suddenly issued the letter dated 11.01.2024 debarring the Petitioner for a period of 1 (one) year, without furnishing a proper show cause notice.

Further, in spite of the recommendation/ suggestion of the Expert Committee to have a review done by the design consultant for analysis and design of the pier cap in order to check the adequacy of the reinforcement for the pier cap was completely ignored by the Opposite Party No. 1. This shows that the Opposite Party No.1 is blindly relying on the Inspection Report and is debarring an entity. The Opposite Party No.1 also did not take any


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steps for addressing the recommendations/ suggestions of the Expert Committee.

It is most humbly submitted by the Petitioner that the Inspection Report submitted by the Expert Committee is faulty, ambiguous, inconclusive and questionable because the Committee has made a baseless observation regarding the deficiency of services of the Independent Engineer/ Contractor. There is no ground whatsoever noted or explained by the Committee in the Report based on which the Committee has arrived at such a conclusion. In fact, the Committee has raised a very crucial aspect i.e., a mismatch in the spacing of reinforcement placed along the width of the pier cap top of the bridge as measured at site vis-a-vis the spacing of the reinforcement indicated in the As-Built Drawings, which the Committee itself suspected to be a possible cause for the collapse of the bridge. However, without delving further into this aspect and conducting a holistic investigation in order to submit a Report which does not lack lucidity and explicitness, the Committee simply concluded that there was deficiency in the services of the Independent Engineer/ Contractor.

Additionally, the Expert Committee has not taken certain crucial factors into consideration while conducting the investigation, such as, exponential increase of traffic on the bridge over the past years, causing excessive load on the bridge, which may have also been one of the reasons resulting in the collapse of the bridge. It is also likely that such exponential increase in the traffic may not have been foreseeable when the bridge was designed and constructed in the year 2007-2008, which is more than 15 (fifteen) years ago. Further, other reasons such as the immediate traffic load and condition of the bridge as well as occurrence of any other incident on the bridge, just


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prior to the collapse, which may have led to the collapse of the bridge have also not been factored in by the Expert Committee, while conducting its investigation. Thus, the Expert Committee Report is silent on such aspects which may have also been one of the reasons for the collapse of the bridge. Hence, the Expert Committee ignored important elements during its investigation and has hastily drawn conclusions in its Report which suffers from unfairness and inconsistencies.

An investigating or inspection by an Expert Committee in an incident relating to collapse of a bridge must be based on transparency, review and analysis of adequate and correct information/ documents, delving deep into the root cause for examining and evaluating the possible causes resulting in the incident. However, it is clearly evident from the contents/ observations made by the Expert Committee in their Inspection Report that the inspection was conducted in a haphazard manner without keeping in mind the aforementioned factors/ parameters and the Report has also been submitted without any substantive explanations or grounds. Therefore, the Inspection Report cannot be considered to be conclusive or reliable and has been prepared only on the basis of conjectures.

Further, it is extremely pertinent to note that Paragraph 1.5 of the Policy Circular i.e., Circular No. 18.63/ 2021 dated 08.01.2021 based on which the Opposite Party No. 1 has debarred the Petitioner vide its letter dated 11.01.2024 specifically provides that ***“in case the outcome of investigation is unclear or on the basis of conjectures, no action of debarment shall be taken and only suitable monetary penalty shall be imposed on all contracting/ consulting firms engaged in construction/ maintenance.”*** Even the subsequent Policy Circular dated 18.01.2023 which has superseded the aforesaid


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Policy Circular dated 08.01.2021 provides the same provision in note no. (iv) to Paragraph 4.2. In light of the above submissions, the Inspection Report of the Expert Committee should be discarded because it is unclear and based on conjectures and accordingly, the Opposite Party No. 1 cannot debar the Petitioner.

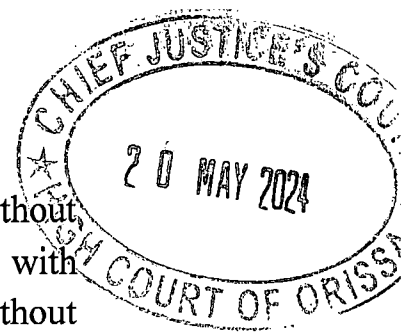
E. DEBARMENT LETTER DATED 11.01.2024 IS NOT A SPEAKING ORDER

That it is a principle of natural justice that every decision/ order that leads to civil consequences and affects civil rights of a person/ entity must be reasoned out. There must be a detailed reasoning behind every decision taken by the adjudicating body/ authority.

Blacklisting/ debarring of companies without providing sufficient reasoning or material basis for such reasoning goes against the principles of natural justice. It tends to provide a free hand to the State or its instrumentalities or agencies to blacklist/ debar companies without providing sufficient reasoning and takes away the very element of fairness and accountability on the part of the State. This adversely impacts the way entities function and their willingness to enter into a contract with the Government/ State.

In the present case, the letter dated 11.01.2024 issued by the Opposite Party No.1 to the Petitioner is not a speaking order as it does not indicate any reasons/ explanations/ grounds for debarring the Petitioner and imposing a monetary penalty. Instead, the said letter only quotes an observation made by the Expert Committee in the Inspection Report submitted on 04.08.2023, which itself is questionable and has been dealt with in detail in the foregoing paragraphs. This


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indicates that the Opposite Party No. 1 without appreciating the serious consequences attached with blacklisting/ debarring has arbitrarily and without assigning any reasons debarred/ blacklisted the Petitioner.

Therefore, the impugned letter dated 11.01.2024 cannot be said to be a speaking order and is against the principles of natural justice.

F. DEBARMENT IS IN VIOLATION OF ARTICLE 14 AND ARTICLE 298 OF THE CONSTITUTION OF INDIA

That it is pertinent to note that the Opposite Party No. 1 has not debarred the Contractor i.e., M/s. Gammon India Limited and the Concessionaire i.e., M/s. DBL Chandikhole Bhadrak Highway Limited and has only imposed monetary penalty on each of them, which is evident from the letters dated 11.01.2024 issued by the Opposite Party No. 1 to the aforesaid entities, however, on the other hand, the Opposite Party No. 1 has debarred the Petitioner as well as imposed a monetary penalty of Rs. 20 lakhs.

As has been submitted in the foregoing paragraphs, the Expert Committee set up by the Opposite Party No.1 has observed in its Inspection Report that there was deficiency in services of the Independent Engineer and Contractor. Insite of the Expert Committee noting a similar observation in the Inspection Report for both the Petitioner (i.e., the Independent Engineer) and the Contractor, the Opposite Party No. 1 arbitrarily decided to debar the Petitioner only and not the Contractor or the Concessionaire. The Opposite Party No. 1 arbitrarily decided only to impose monetary penalty on the Contractor and the Concessionaire. Moreover, the Opposite Party No. 1, without following the due process


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laid down under law of furnishing a show cause notice and without having any right to debar the Petitioner under the terms of the contract agreement and by just relying on an inconclusive and ambiguous Inspection Report of the Expert Committee, illegally debarred the Petitioner. This clearly speaks volumes about the arbitrary actions on the part of the Opposite Party No. 1 which are in violation of Article 14 and Article 298 of the Constitution of India.

Copies of the letters dated 11.01.2024 issued by the Opposite Party No. 1 to the Concessionaire and M/s. Gammon India Limited have been annexed herewith and marked as ANNEXURE 28 (*colly*).

It is a well settled doctrine of law that the constitutional principle of equality is inherent in the rule of law. The rule of law is satisfied when laws are applied or enforced equally, that is, even-handedly, free of bias and without irrational distinction. The concept of equality allows differential treatment but it prevents distinctions that are not properly justified. Non-arbitrariness is a necessary concomitant of the rule of law. Any unjust condition thrust by the State would attract the wrath of Article 14 of the Constitution of India. It is trite that the State in all its activities must not act arbitrarily. Equity and good conscience should be at the core of all the governmental actions. An arbitrary action is one that is irrational and not based on sound reason or as one that is unreasonable. Any decision, if taken without considering the relevant facts and circumstances shall be considered as an arbitrary decision and violative of the mandate of Article 14 of the Constitution. Actions of the State or its instrumentality, uninformed by reason, amounts to being arbitrary and is liable to be questioned.

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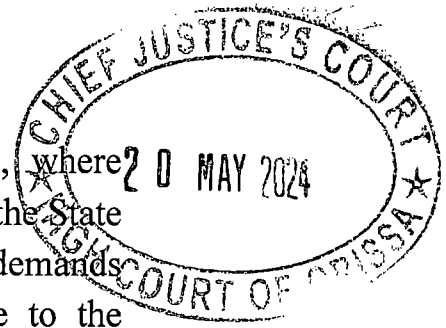
Arbitrariness is contrary to the rule of law, equity, fair play and justice.

The power of the State in the sphere of exercise of its constitutional power including those contained in Article 298 of the Constitution inheres in it a duty towards the public, whose money is being invested. Article 298 confers a prerogative upon the State to carry on trade or business. While doing so, the State must fulfil its constitutional obligations. It must oversee protection and preservation of the rights adumbrated in the Constitution of India. When the State or its instrumentality has entered into a contract with a third party in exercise of its powers under Article 298, a decision of the State or its agency or instrumentality can be impeached on the ground that it is arbitrary or violative of Article 14. Though the State or any of its agencies or instrumentalities are free to enter into any contracts with any third parties, its action would offend Article 14 if it acts arbitrarily. The State need not enter into contracts but if it does, it must do so fairly without discrimination and without unfair procedure. The activities of the State or its agency or instrumentality have a public element and therefore, there should be fairness and equality. The State or its agency cannot choose to exclude persons by discrimination. The order of blacklisting/ debarment has the effect of depriving a person/ entity of the equality of opportunity in the matter of public contracts. An entity who is on the approved list is unable to participate or enter into an advantageous relation with the Government because of such order of blacklisting/ debarment.

If the State unfairly puts a party on blacklist, it will amount to denial of an equal opportunity of being able to compete with his adversaries. Blacklisting any person/ entity would mean deprivation of an equal


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opportunity of competing with others. Thus, where valuable rights are sought to be taken away by the State in depriving a person/ entity, 'Rule of Law' demands that writ courts shall intervene to do justice to the aggrieved party.

In light of the above submissions, the actions of the Opposite Party No. 1 are in violation of Article 14 and Article 298 of the Constitution of India.

G. LOSS OF BUSINESS OF THE PETITIONER AND LOSS OF LIVELIHOOD OF THE EMPLOYEES

That the Opposite Party No. 1 miserably failed to appreciate that the impugned letter dated 11.01.2024 will have devastating and cascading effects on the business of the Petitioner, besides causing severe civil consequences. The Petitioner has submitted several bids/ tenders recently with multiple other companies/ firms and the same will not be considered for evaluation because of the impugned debarment by the Opposite Party No.1, resulting in serious prejudice to the Petitioner. The Petitioner has already been rejected from various tenders due to the debarment order of the Opposite Party No. 1 which has resulted in huge financial losses to the Petitioner and such losses are continuing. It is also worthwhile to mention that there are more than 1000 employees associated with the Petitioner and the livelihood of more than 2000 families consisting of more than 10,000 persons including women and children are at stake directly and several others indirectly who all will have to bear the catastrophic impact of the debarment alongwith the Petitioner.

It must be noted here that the impact of blacklisting would effectively exclude the Petitioner from carrying

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on its work/ business and in all probability may lead to shutting down its business, the adverse impact of which would be overwhelming.

Therefore, unless the impugned letter dated 11.01.2024 issued by the Opposite Party No.1 debarring the Petitioner is intervened with and set aside by this Hon'ble Court, the submission and acceptance of the future tenders of the Petitioner shall be seriously jeopardized and the livelihood of many will be severely impacted and the Petitioner will not be able to recoup/ revive from the financial distress being suffered by it due to the debarment order of the Opposite Party No.1.

H. **NO DEFICIENCY IN SERVICES ON THE PART OF THE PETITIONER AS ALLEGED BY THE OPPOSITE PARTY NO.1**

That the Petitioner has undertaken all the actions and has discharged all its obligations in relation to the Project with the concurrence of the Opposite Party No. 1. **It may be noted that there was a consensus between the Petitioner and the Opposite Party No. 1, prior to issuance of the Provisional Completion Certificate as well as the Completion Certificate to the Concessionaire. All the requisite tests had been carried out prior to the issuance of the Provisional Completion Certificate along with a site inspection carried out by the Regional Officer of the Opposite Party No.1.** Thus, only after receiving concurrence from the Opposite Party No. 1, the Project had received its Provisional Completion Certificate and similarly, the Completion Certificate for the Project was also issued by the Petitioner after conducting the requisite tests (i.e., joint visual inspection, Non-Destructive Test, etc.) and after receiving concurrence from the Opposite Party No. 1. **1. As per the visual inspection and Non-Destructive**

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Test, no distress was observed in the existing bridge. Further, apart from the regular routine check-ups, the joint visual inspection of all bridges was being conducted prior to every monsoon.

Further, in light of the revised guidelines issued by the Opposite Party No.1 for issuance of Completion Certificate/ Provisional Completion Certificate in respect of PPP Projects by the Independent Engineer, it was mandatory for the Regional Officer of the Opposite Party No.1 to be associated during conduct of all tests prior to the completion of the Project highway. This is evident of the fact that all the tests carried out prior to completion of the Project was done under the aegis of the Opposite Party No.1.

In addition to the above, it must be noted that the Opposite Party No. 1 had provided for certain clarifications in relation to the pre-bid queries raised by bidders *vide* its letter dated 01.11.2017. In the said letter, a query was raised by one of the bidders wherein details were sought of all major bridges to be repaired/ rehabilitated i.e., to confirm if all the bridges are designed to withstand a load of 385 tonnes as per MoRTH Circular No. RW.NH.35075/9/2006.S&R(B) and if not whether all the existing bridges need to be dismantled and to be newly constructed as per the abovementioned codal provisions. The Opposite Party No. 1 in Serial No. 12 of Annexure – I in relation to the said query replied stating that the existing structures shall be investigated as per the respective codal design and the same shall be inspected by a specialised agency having relevant experience and expertise. Both visual inspection and non-destructive testing shall be carried out for assessment of condition of the structure and to finalize its repair and rehabilitation. Based on the defects observed and test results, a comprehensive

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repair and rehabilitation plan shall be prepared for repair and rehabilitation of the distressed bridge components. Both testing and repair and rehabilitation plan shall be approved from Independent Engineer.

In this regard, it is pertinent to note that the Concessionaire had carried out visual inspection and Non-Destructive tests through a specialized agency i.e., M/s. Balaji Scientific Laboratory for the assessment of the health conditions of the existing structure in order to finalize its repair and rehabilitation plan and had accordingly submitted the report as annexed herein and marked as ANNEXURE 6 above. As per the visual inspection and Non-Destructive Test report, no distress was observed in the existing bridge and as per the preliminary survey carried out jointly by the Concessionaire and the Petitioner's representative on 09.10.2020 and taking into consideration the findings of the aforementioned report, the proposal for repair and rehabilitation methodology was submitted by the Concessionaire and subsequently, the same was executed on the site. The proposal only included the replacement of handrailing with crash barrier along with some minor maintenance works.

Thus, it is worthwhile to mention that it was not possible to identify any design lapses in the structure of the bridge through the investigation methodologies suggested by the Opposite Party No. 1 (as a response to the pre-bid queries), even though the Concessionaire along with the Petitioner had conducted all the relevant tests and inspections.

A copy of the letter dated 01.11.2017 issued by the Opposite Party No. 1 has been annexed herewith and marked as ANNEXURE 29.


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Therefore, the Petitioner has throughout acted under the supervision of the Opposite Party No. 1 and accordingly, all actions initiated/ undertaken by the Petitioner have been concurred with by the Opposite Party No. 1. Therefore, the Opposite Party No.1 now cannot shift the entire blame on the Petitioner and hold the Petitioner liable for the collapse of the bridge.

Further, it is pertinent to note that the Opposite Party No.1 has debarred M/s. Sheladia Associates vide its letter dated 11.01.2024 for 1 (one) year on the ground that the Expert Committee found deficiency in the design of the collapsed bridge.

A copy of the letter dated 11.01.2024 issued by the Opposite Party No.1 to M/s. Sheladia Associates is annexed herewith and marked as ANNEXURE 30.

The Petitioner never had any connection or relation with M/s. Sheladia Associates, who were the design consultants of the Project at the time of construction of the Project because the Petitioner had no role to play in the construction of the Project. The Petitioner only came into the picture in the year 2019 when the entire structure of the bridge was already constructed and was in existence since more than 10 (ten) years. It may be noted that the Expert Committee had observed in its Inspection Report that the possible cause of the collapse of the bridge could be associated with a defect in the design of the bridge.

The fact that the Opposite Party No. 1 debarred the design consultant i.e., M/s. Sheladia Associates on the basis of the deficiency in design of the bridge observed by the Expert Committee clearly establishes that the Opposite Party No.1 acknowledged and admitted to the fact that the collapse of the bridge was due to the default in its design in consonance with the observations of the Expert Committee. However, in spite of being well


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aware that the Petitioner had no role in the construction of the bridge and accordingly, the collapse could have never happened due to any default on the part of the Petitioner, the Opposite Party No.1, without any substantive grounds, issued a letter to the Petitioner on 11.01.2024 debarring the Petitioner for 1 (one) year and at the same time imposing a monetary penalty of Rs. 20,00,000/- on account of deficiency in services. Such actions of the Opposite Party No.1 only go on to prove that the Opposite Party No.1 takes advantage of its position and thrusts its whimsical and arbitrary decisions which are arrived at without any evidence or material. The Opposite Party No.1 failed to appreciate the fact that the Petitioner would have to bear calamitous consequences due to such a wrong decision of the Opposite Party No.1 of debarring the Petitioner without any justified reasons.

It is for this very reason that the Hon'ble Supreme Court of India has time and again cautioned that the consequences which follow blacklisting/ debarment ought to be treated seriously and not casually and accordingly, has opined that an adequate and proper show cause notice explicitly mentioning the penal actions proposed to be imposed on the entity (such as blacklisting/ debarment) is mandatorily required to be given to such entity. However, in the present case, the Opposite Party No.1 has acted in derogation to the principles laid down by the Hon'ble Supreme Court of India and has debarred the Petitioner without bothering to issue a proper show cause notice to the Petitioner, besides the fact that there was no default or deficiency in services on the part of the Petitioner.

I. **OBLIGATIONS OF PARTIES TO BE ALTERED ONLY WHEN THERE IS A CHANGE IN APPLICABLE LAW**

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As per Clause 5.3 of the General Conditions of Contract stipulated in the Contract Agreement, only upon a change in the applicable law after the date of the contract agreement, with respect to taxes and duties, shall the obligations (including payment obligations of the Opposite Party No.1) be altered. However, in the present scenario, there has not been any change in the applicable law in relation to taxes and duties, therefore, by debarring/ blacklisting the Petitioner in such an arbitrary manner, alters the performance of services of the Petitioner, which is in contravention of the Contract Agreement. This clause 5.3 is the only provision enumerated in the Contract Agreement, when the obligations of parties can be altered. Since, there has been no change in the applicable law, such actions on the part of the Opposite Party No. 1 rendering an alteration in the obligations of the parties is clearly in breach of the Contract Agreement.

10. That the Opposite Party No.1 and 2 are instrumentalities or agencies of the State and Project in relation to which the impugned order of debarment dated 11.01.2024 has been passed is within the territorial jurisdiction of Odisha. Further, the Opposite Party No.1 has its regional office/ project implementation unit located at Chandikhole and Balasore. The entire cause of action for issuing the debarment order by the Opposite Party No. 1 is in connection with the Project which is based at Odisha. Therefore, this Hon'ble Court has the jurisdiction to entertain the present writ petition filed by the Petitioner.
11. That the Petitioner, having no other equally efficacious and alternative remedy available, has approached this Hon'ble Court by filing the present writ petition and the remedy prayed for hereunder, if granted, shall render justice and equality to the Petitioner.

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12. That the Petitioner craves leave of this Hon'ble Court to add additional grounds or amend the grounds stated herein during the pendency of the writ petition.
13. That the Petitioner has not filed any other writ petition nor instituted any proceeding(s) before this Hon'ble Court or any other court in relation to the impugned letter dated 11.01.2024 issued by the Opposite Party No. 1 to the Petitioner.
14. That this petition has been filed bonafide and for the ends of justice.


B. MISHRA
NOTARY, CUTTACK
ODISHA

~~An~~
Adv

PRAYER

It is therefore most humbly prayed that this Hon'ble may graciously be pleased to:

Admit the present writ petition, call for the records, after hearing the Parties and thereby issue a Writ of Mandamus and/ or Writ of Certiorari and/ or any other appropriate writ of like nature and pass direction(s) or order(s):

- A. Issue a rule calling for the records and calling upon the Opposite Parties to show cause as to why a Writ in the nature of Manadmus or Certiorari or any other appropriate writ should not be issued for setting aside or quashing the letter dated 11.01.2024 issued by the Opposite Party No. 1 to the Petitioner debarring the Petitioner for a period of 1 (one) year and imposing a penalty of Rs. 20,00,000/-.
- B. Pass such other further orders, as this Hon'ble Court may deem fit and proper, in the facts and circumstances of the present case as also in the interest of justice.

Date: 20.05.2024

By the Petitioner through

Place: Cuttack



Advocate

Ms. Adishree Mishra

D/4047/2015

+91 – 9438088743



B. MISHRA
NOTARY, CUTTACK
ODISHA

[=44=]

IN THE HIGH COURT OF ORISSA: CUTTACK

W.P. (C) No. 14993 of 2024

In the matter of: M/s. TPF Getinsa Euroestudios,
S.L, in association with Segmental
Consulting and Infrastructure
Advisory Private Limited,
through its Authorised
Representative, Mr. Sagar
Mohanty

...Petitioner

Versus

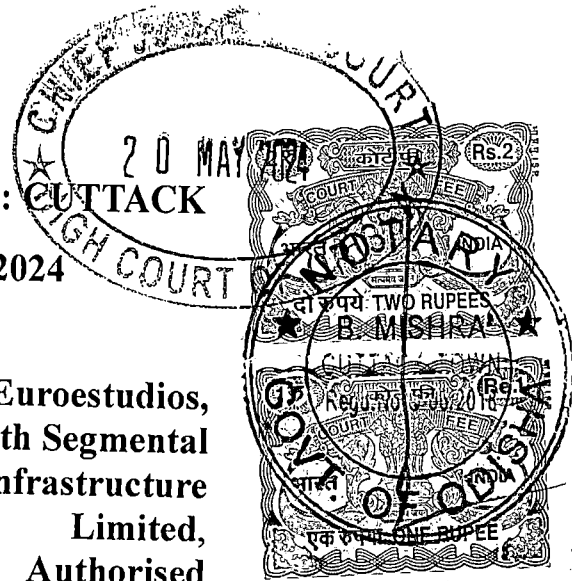
1. National Highways Authority of
India, Ministry of Road
Transport and Highways,
Government of India; and
2. Union of India, Ministry of Road
Transport and Highways,
Director General, Paryavaran
Bhawan, 1, Sansad Marg, New
Delhi – 110001.

... Opposite Parties

AFFIDAVIT

1. I, Sagar Mohanty, aged about 32 years, at present
residing at K-3, 325B, Ghatikia, Near Sum Ultimate
Hospital, Bhubaneswar - 751003;
2. Father's Name: Shri Rabindra Mohanty

B. MISHRA
NOTARY, CUTTACK
ODISHA



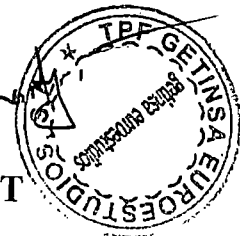
13888

CHIEF JUSTICE'S COURT
COURT or 20 MAY 2024
HIGH COURT

- ## CERTIFICATE

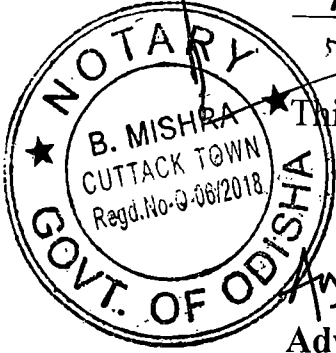
Advocate

DEPONENT



[=46=]

Solemnly affirmed before me by Sagar Mohanty
who is identified before me by
Adishree Mishra whom I personally know.



This 17th day of May, 2024.

B. Mishra
NOTARY, CUTTACK
ODISHA
Notary Public, Cuttack

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd

Email:- scia029.bhadrak@Segmental.in

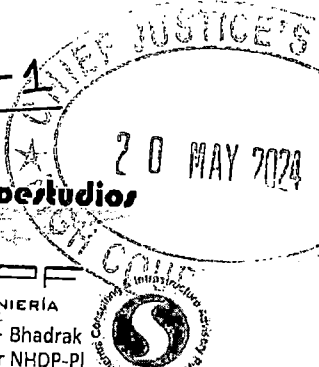
Project: Independent Engineer Services for Rehabilitation & upgradation of four lane to six laning of Chandikhole – Bhadrak 62.000 to km. 136.500) section of NH-5 in the state of Odisha to be executed on Hybrid (annuity) mode under NHDP-PI V.

FCRN: F04460, CIN: U74140DL2009PTC188591

getinsa-euroestudios



INGENIERIA



CERTIFIED TRUE COPY OF EXTRACTS OF MEETING OF (M/S TPF Getinsa Euroestudios S.L. in association with Segmental Consulting and Infrastructure Advisory Pvt Ltd.) HELD ON 15th April, 2024

Authority of Mr. Sagar Mohanty S/o Rabindra Mohanty to file claim/suits/writ/complaint etc. on behalf of JV against the Company.

"RESOLVED THAT a suit/ complaint may be filed before the Court of competent jurisdiction/authority in the matter pertaining to Consultancy services for **Independent Engineer Services for Rehabilitation & upgradation of four lane to six laning of Chandikhole – Bhadrak (km. 62.000 to km. 136.500) section of NH-5 in the state of Odisha to be executed on Hybrid (annuity) mode under NHDP-Phase-V.**

RESOLVED FURTHER THAT **Mr. Sagar Mohanty**, be and hereby authorized and empowered to do the following:

1. To sign, authenticate, file claim and pursue the suit/complaint, writ petitions, applications etc. (Civil as well as criminal) before any court of law/arbitrator against Govt. of India / State Govts. and their officials pertaining to aforesaid contract.
2. To apply for execution of any Decree/Award passed by Court/Arbitrator in respect of the case and to initiate any other proceedings.
3. To engage a lawyer, to appear before the Hon'ble Court/Arbitrator on behalf of Company.
4. To give specific power of attorney to any other employee of the JV to sign, authenticate, file and pursue the suits/complaint, petitions, applications etc. (Civil as well as criminal) before any court of competent jurisdiction/authority as well as other legal proceedings including damages etc.
5. To do alt other act(s) including swearing affidavits, giving statements etc. as may be required for the above purpose.

RESOLVED FURTHER THAT whatsoever acts, deeds and things that **Mr. Sagar Mohanty** shall lawfully do so or cause to be done on behalf of the JV, by virtue of the authority hereby conferred, be approved, ratified and confirmed by the JV.

Certified to be true/For
TPF Getinsa Euroestudios S.L. in association with
Segmental Consulting and Infrastructure Advisory Pvt Ltd.

Date: 15th April, 2024

Authorized Representative

Am
T.I.
Adv

ATTESTED TO BE TRUE COPY



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/NHDP-V/Tech/OR/2017/ChB/IE/113580

Dt. 28.02.2018

To

All Bidders/Consultants,

Sub.: Consultancy services for Independent Engineer services for Rehabilitation & Upgradation of four lane to Six Laning of Chandikhole - Bhadrak (km. 62.000 to Km. 136.500) Section of NH-5 in the State of Odisha to be executed on Hybrid (Annuity) Mode

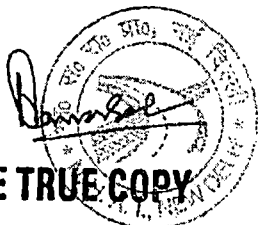
1. The National Highways Authority of India (NHAI) invites proposals for engaging an Independent Engineer (IE) on the basis of International Competitive Bidding for the following contract package in the State of Odisha under NHDP Phase -V programme.

TABLE 1: DETAILS OF PROJECT

S No	Consultancy Package	NH No.	State	Project Stretch	Project Length (Km)/Total Project Cost (Cr.)	Assignment period (months)
1	Independent Engineer Services for Rehabilitation & upgradation of four lane to six laning of Chandikhole - Bhadrak (km. 62.000 to km. 136.500) section of NH-5 in the state of Odisha to be executed on Hybrid (annuity) mode under NHDP-Phase-V	NH-5 (New NH-16)	Odisha	six laning of Chandikhole - Bhadrak (km. 62.000 to km. 136.500)	Project Length 74.500 Project Cost -Rs. 1210.55 Cr.	30 Months construction period and development and O&M period - 18 months (Total 48 months)

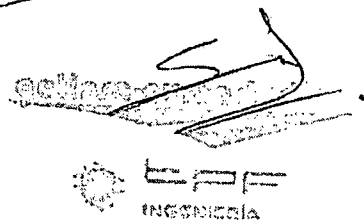
2. The RFP shall be received through "INFRACON" (www.infracon.nic.in) and will be evaluated based on details furnished on "INFRACON". As such before submitting the proposal, the Consultant (the firm and all key personnel) shall mandatorily register and enlist themselves, on the MoRTH portal "INFRACON" and upload all relevant information to enable correct evaluation of RFP.

Am
Adv

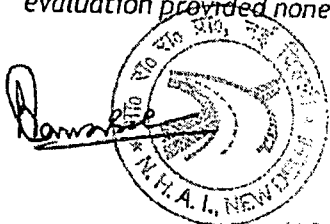


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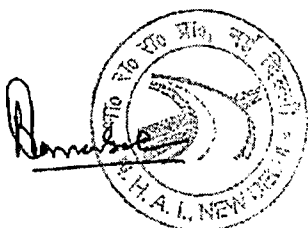
- All the bidders registered on "INFRACON" shall form a Team on "INFRACON" which would be assigned unique INFRACON Team ID. Bidders while submitting the RFP proposal shall furnish registration details including INFRACON Team ID. A copy of INFRACON Operation Procedure is enclosed for bidder's reference
3. Selection of IE shall be as per selection procedures given in the Model Concession Agreement and general procurement methods followed in NHAI. The selected IE shall be intimated to the Concessionaire.
 4. The proposal shall be submitted in English Language and all correspondence would be in the same language.
 5. The HAM projects basically constitute up-gradation involving construction of 2/4/6-lane highway including Bridges; widening and rehabilitation of bridges and culverts; construction of high embankment/elevated structures/ROBs wayside amenities etc. along the existing highways including provision of realignment and bypasses. The proposed construction works will involve use of modern equipment and construction practices/techniques.
 6. *NHAI intends to appoint a Consultant to act as Independent Engineer for implementation of this HAM project.* As per the Terms and Conditions of the Concession Agreement (s), the Independent Engineer is broadly required to: (i) independently review activities associated with design, design review, during construction, required quality assurance and quality control tests and operation and maintenance of the project on behalf of both NHAI and Concessionaire so as to ensure compliance of the requirements of the provisions of Concession Agreement (ii) report to NHAI on the Financial, Technical and physical progress of implementation aspects of the project, (iii) assist the parties in arriving at an amicable settlement of disputes, if any. The selection of Independent Engineer shall follow the laid down procedures given in the Concession Agreement signed between NHAI and the Concessionaire for this HAM project.
 7. The interested consultancy firms may download the RFP document from the e-portal of the Employer w.e.f 28.02.2018 to 02.04.2018 upto 1100 hrs. The Consultant who download the RFP document from the e-portal will be required to pay the non-refundable fee of Rs. 5,000/- at the time of the submission of the Bid proposal, through e-payment gateway. The RFP will be invited through e-tendering portal. Refer Procedure under e-tendering for submission of RFP through e-tendering.
 8. The proposal should be submitted by consultancy firms in two parts. The two parts of the proposal are **Part 1: Technical Proposal** and **Part 2: Financial Proposal**. The Financial Proposal is to be submitted only in Electronic Form (to be uploaded on e-portal). The Technical Proposal in original should be submitted in hard bound form and should be enclosed in an envelope marked as "Technical Proposal". A copy of the Technical Proposal should also be uploaded on the e portal.. For a given HAM Project, Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). *The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall be listed in the descending order of their technical score and 5 top ranking firms shall only be considered for further evaluation provided none of them is in conflict of interest with the Concessionaire.*



The firms in conflict of interest shall be substituted by next ranking firm not having conflict of interest with the Concessionaire. Under stage 2, the financial proposal of such five firms as selected above shall be opened and evaluated. The weightage of Technical and Financial score shall be 80% & 20% respectively. The final selection of the firm shall be based on the highest combined score of Technical and Financial Proposal.

9. The total time period for the assignment as Independent Consultant will be for 48 Months, (Construction period- 30 months, O&M and development period - 48 months). In case the Consultant is onboarded during/ after Development period and Construction period remains 30 months then O&M period will be increased such that total time period of assignment remains a 48 months. In case the Construction period exceeds 30 months then O&M period will be reduced such that total time period of assignment remains as 48 months.
10. Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partner). Formulation of more than one JV with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive.
11. (A) The Applicant whether a sole applicant or lead member with joint venture may include any number of Associate to provide technology in assignment (refer para 10 (iii) of data sheet). The associate firm can provide equipment based road inspection services for any of the 4 equipment viz., (i) Network Survey Vehicle including all modules required as per technical specifications, (ii) Falling Weight Deflectometer, (iii) Mobile Bridge Inspection Unit and (iv) Retro Reflectometer. However, the associate(s) cannot be common for 2 or more bidders. If any associate is common with 2 or more bidders, all those bids shall be declared non-responsive. Hence, the bidder may ensure on his own that the associate proposed by him is not proposed by any other bidder participating in the same assignment and the bidder is solely responsible in this regard.

(B) In addition, the applicant whether a sole applicant or lead member with joint venture may also include an Associate for providing key personnel. In such case, the applicant should submit a MOU with associate regarding role and responsibility of Associate Company. However the maximum no. of key personnel from Associate firm during RFP proposal and implementation of contract should be limited to two (2).
12. Consulting firms meeting the following criteria and not in conflict of interest with the Concessionaire are only eligible for applying for this assignment. Firms not meeting these criteria need not apply.



- * For time period more than 48 months, specific approval with higher time period may be got approved by Competent Authority on case to case basis before inviting the RFP

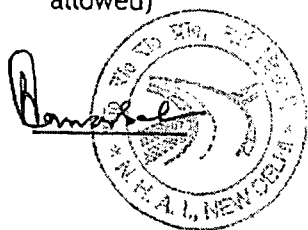
A) Eligibility criteria for sole applicant firm.

S No	Experience of the firm in last 7 years		
	Preparation of DPR/Feasibility Study cum Preliminary Design Report (NH/SH/Equivalent)	Project Supervision/IC (NH/SH/Equivalent)	
1 (a).	The firm should have minimum experience of preparation of detailed Project Report/Feasibility Study cum Preliminary Design Report of 2/4/6** -laning project of aggregate length equal to 2 times i.e. 149.00 km or more of similar category for which RFP is invited.	The firm should have minimum experience of Project Supervision/IC of 2/4/6** -laning project of aggregate length equal to 3 times (i.e. 223.50 km) or more of similar category for which RFP is invited.	Annual turnover (updated average of last 5 years or in each of the preceding two years) of the firm from consultancy business should be equal to or more than 2% (i.e. Rs. 24.22 cr) of Total Project Cost (TPC).
1 (b)		Firm should also have experience of Project Supervision/IC of at least one project of similar category of two/four/six** laning of length equal to 40% (i.e. 29.8 km) of project length.	
		Additional requirement in case of specialized projects***	

** Similar project means 2/4/6 lane as applicable for the project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. For 4/6 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 crores

*** In case the project includes any specialized nature of work such as tunnels, specialized structures etc. in substantial quantum, this requirement may be suitably included by suitably adjusting marks of other attributes.

B) Eligibility Criteria for partner in case of JV (not more than 1 JV partner shall be allowed)



The lead partner must fulfill atleast 50% of requirements at 1(a) of table in para (A) above and other JV partner should fulfill atleast 40% of eligibility criteria as indicated at 1(a) of table in para (A) above. Also the lead partner and JV partner jointly should meet not less than 1.20 times the eligibility criteria as mentioned at 1(a) of table in para (A) above. Lead partner should meet the criteria 1 (b) of table in para (A) above.

Note: The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. Experience weightage for firms joining Lead partner JV partner shall be considered in the same proportion as payment has been received *** by the firm towards consultancy work in the project.

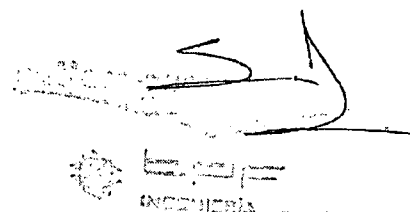
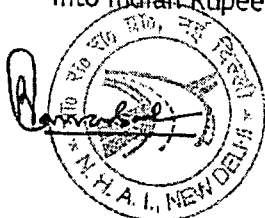
*** For weightage of experience in any past Consultancy assignment experience certificate from the client shall be accepted. In the absence of experience certificate from the client, proportion of payment received towards Consultancy work duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognised by the State concerned shall be accepted. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.

13. Following enhancement factor will be used for the cost of services provided and for the turnover from consultancy business to a common base value for works completed in India:

Year of completion of services / turnover	Enhancement factor
Financial year in which RFP invited	1.00
One year prior to RFP	1.10
Two year prior to RFP	1.21
Three year prior to RFP	1.33
Four year prior to RFP	1.46
Five year prior to RFP	1.61
Six year prior to RFP	1.77
Seven year prior to RFP	1.95

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.

In case the financial figures and values of services provided are in foreign currency, the above enhancement factors will not be applied. Instead, current market exchange rate (State Bank of India BC Selling rate as on last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian Rupees.



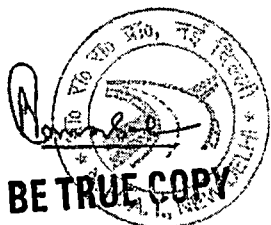
14. The Bidder including individual or any of its Joint Venture Member should, in the last 2 years, have neither failed to perform for the works of Expressways, National Highways, ISC (Inter State Connectivity) & EI (Economic Importance) works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder including individual or any of its Joint Venture Member. Consultants (sole firm or lead firm and any of the JV partners) who do not fulfil the aforesaid condition as on last date of submission of proposal, need not apply as their RFP proposal will not be entertained.
15. NHAI will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, NHAI shall not be responsible for any delay in receiving the proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
16. The Technical proposal (in Original) must be submitted in a hard bound form with all pages numbered serially, along with an index of submission. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will be not accepted. A copy of the Technical Proposal should also be uploaded on the e-portal. Financial Proposals shall have to be submitted only in Electronic Form (to be uploaded on the e-portal). In the event, any of the instructions mentioned herein have not been adhered to, NHAI may reject the Proposal
17. Employer will be at liberty to keep the credentials submitted by the Consultants at bidding stage, in public domain and the same may be uploaded by Employer on Employer's web-site. Consultants should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.
18. The individual key personnel proposed in the bid by the consultants or any replacement thereof should undertake that they shall have no objection in uploading/hoisting of their credentials by Employer in public domain.
19. RFP submission must be received not later than 03.04.2018, 1100 hrs on in the manner specified in the RFP document at the address given below.

✓ 28/04/18

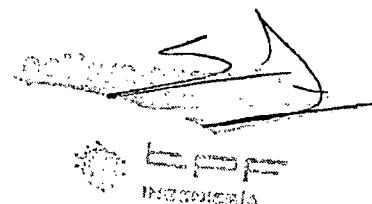
Vishnu Murti
General Manager (Technical)
Odisha Division, NHAI (HQ)

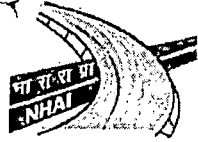
Copy to: Media for publishing in Leading News papers as per NHAI Policy/guidelines

Am
Adv



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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

No.NHAI/NHDP-V/Tech/OR/2017/CHB/IE/135700

Original
Date: 29.05.2019

To,

M/s TPF Getinsa Eurostudios S. L.
with Segmental Consulting & Infrastructure Advisory Pvt. Ltd.
Unit 305, Subcity Business Tower,
Golf Course Road, Sector-54,
Gurgaon - 122002, Haryana
Email: info@segmental.in; jkumar@segmental.com;
Ph: 0124 - 4211847

Sub: Independent Engineer Services for Rehabilitation & upgradation of four lane to six laning of Chandikhole - Bhadrak (km. 62.000 to km. 136.500) section of NH-5 in the State of Odisha to be executed on Hybrid (Annuity) mode under NHDP-Phase-V.- Letter of Acceptance - Reg.

Sir,

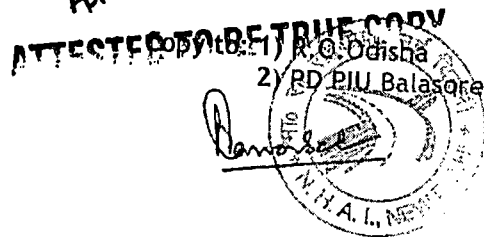
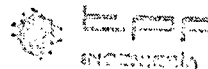
This is with reference to your technical and financial proposal submitted on 03.04.2018 and the subsequent opening of financial bid on 10.04.2019 for consultancy services in subject project.

2. It is to inform that Competent Authority has accepted your proposal for a Contract price of Rs.8,07,15,099/- (Rs.Eight Crores Seven Lakhs Fifteen Thousand Ninety Nine Only) (net of taxes) payable in India. The above Contract Price is inclusive of all taxes (other than GST), duties, fees, levies and other imposition as may be levied under the Applicable law and NHAI shall deduct taxes as applicable, out of the eligible payments to be made to the Consultant. The amount towards GST shall be paid by NHAI separately on reimbursement basis, after submission of proof of depositing the same with the concerned Authorities.
3. You are requested to sign the duplicate copy of the Letter of Acceptance (LoA) and return the same as your acknowledgment within 7 (Seven) days of receipt of LoA. It is also requested to furnish within 15 days of issue of this LoA, an unconditional Bank Guarantee as per details mentioned in Clause no.16 of Section-6 of RFP (TOR), for an amount equivalent to 2.5% of the Total Contract Value towards Performance Security. This Bank Guarantee shall be as per relevant format given in the RFP. This Performance Security shall be valid up to 2 months beyond the expiry of the Contract Period.
4. Upon submission of required Performance security, you are also required to sign the Contract Agreement. As per clause 3.4 (iv) (g) of Section-2 of RFP, 'In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firm shall have to refund the salary and perks drawn in respect of the person apart from other consequences'.

Yours faithfully,

(P.N.Gawasane)

General Manager (T)- Odisha





हरियाणा HARYANA

V 445695

Memorandum of Understanding

for

Consultancy Services for

Independent Engineer services for Rehabilitation & Upgradation of four lane to Six Lanes of Chandikhole - Bhadrak (km. 62.000 to Km. 136.500) Section of NH-5 in the State of Odisha to be executed on Hybrid (Annuity) Mode.

1. **FORM OF AGREEMENT**

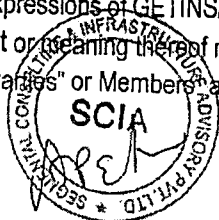
This Memorandum of Understanding (MOU) executed on this June 21st, 2019 at Gurgaon Haryana between:

TPF Getinsa Euroestudios, S.L., a company organized and existing under the laws of Spain, having its principal place of business at Ramon de Aguinaga, 8 Madrid (28028), and India Branch office: Unit 305, Suncity Business Tower, Golf Course Road - Sector 54, Gurgaon, 122002 (Haryana), INDIA hereinafter referred to as 'GETINSA EUROESTUDIOS', which expression shall unless repugnant to the context thereof, include its successors and assigns of the **FIRST PART**

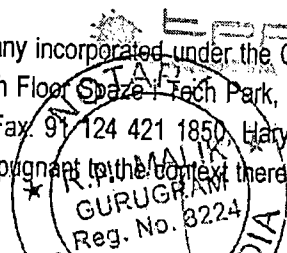
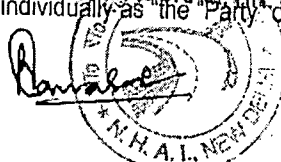
AND

Segmental Consulting & Infrastructure Advisory Pvt. Ltd, a company incorporated under the Companies Act, 1956, having its Registered Office at Unit No. 421, Tower B-4, 4th Floor Space Tech Park, Sector 49, Sohna Road, Gurgaon-122002, INDIA Ph. 91 124 421 1847, 48, 49 Fax. 91 124 421 1850, Haryana, India (Hereinafter referred to as **Segmental**, which expression shall unless repugnant to the context thereof, include its successors and assigns of the **SECOND PART**

The expressions of GETINSA EUROESTUDIOS, SEGMENTAL (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as "the Parties" or Members, and individually as "the Party" or Member



R.N. MALIK ADVOCATE
NOTARY, GURUGRAM, HR. (INDIA)



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WHEREAS

- A. **GETINSA EUROESTUDIOS** is a leading global multidisciplinary company from Spain, specialized in integrated professional services with regard to engineering, architecture and consulting.
- B. **SEGMENTAL** is a leading multidisciplinary consulting company from India.

WHEREAS

National Highway Authority of India (Client) has invited Request for Proposal for Independent Engineer services for Rehabilitation & Upgradation of four lane to Six Laning of Chandikhole – Bhadrak (km. 62.000 to Km. 136.500) Section of NH-5 in the State of Odisha to be executed on Hybrid (Annuity) Mode.

AND WHEREAS the Parties now have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other, manning schedule, fee sharing, billing and receipt of the fee, and their working relationship.

NOW THEREFORE THE PARTIES INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

- i) Notice for Bid, and
- ii) Bidding document
- iii) Any Addendum/Corrigendum issued by National Highway Authority of India.
- iv) The bid submitted on behalf of Consortium.

The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly.

GETINSA EUROESTUDIOS agrees that it will not change the billing rates given by the other partners, unless the same has been agreed by each partner while submitting the bid to the client.

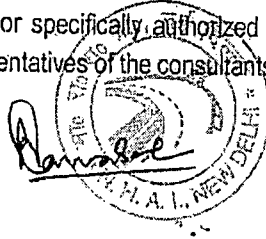
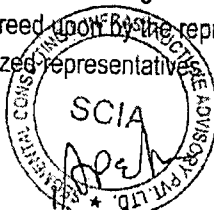
2. PURPOSE

The " Association" of – **GETINSA EUROESTUDIOS, SEGMENTAL**, if successful in winning this Project, agree to work together as an Association of consultants (hereinafter called the "Association") for the project with each Member having the specific Role(s) as hereunder defined, for the works as mentioned in the RFP document of National Highway Authority of India, for which the Association shall be responsible for the performance on his part, and for which the Members shall be separately and directly be compensated.

GETINSA EUROESTUDIOS is designated as the lead Member (Leader) of the Association to National Highway Authority of India and shall represent the Association in all contractual dealings with the National Highway Authority of India. Notwithstanding, the Members of the Association will have right of access to the Client after obtaining authorization from the leader.

The sole purpose of the 'Association' shall be the overall performance of the consultancy services to the Contract agreed by the Members. This agreement shall not create partnership or other legal entity between the members nor give rise to any agency one for the other.

The Lead Member of the Association shall have no authority or right, nor shall he hold himself out as having the authority or right to incur any cost or expense or assume, create or undertake any obligation of whatsoever kind, express or implied, on behalf of or in the name of the Association or any other Party except as may be permitted under this Association Agreement or specifically authorized by the Association Steering Committee or as mutually agreed upon by the representatives of the consultants named as signatories to this agreement or their duly authorized representatives.



3. DUTIES AND RESPONSIBILITIES

The form and style of co-operation between the Parties shall be as follows:

Each Member shall assign staff with suitable expertise and experience to undertake the obligations, responsibilities and scope of work under the Contract by performing the assignments allocated to the Member (the Role (s)).

4. RESPONSIBILITY

GETINSA EUROESTUDIOS being lead firm will be responsible to the client for due performance of the services as per the Scope of Work.

5. INDEMNIFICATION

Each Member shall indemnify and save harmless the other Members against all losses, expense, damages and liability of any nature whatsoever arising out of (1) that Member's failure to perform its responsibilities in accordance with the terms of this Agreement and (2) that Member's actions or failure to act when action is required, as a Member in this Association. Each of the Members warrants that it will indemnify and keep indemnified the other Members against all legal liabilities arising out of or in connection with the indemnifying Member purporting to bind, make any commitment on behalf of or otherwise purporting to act, contract or incur any obligation or responsibility on behalf of, another Member, or on behalf of the Members jointly, without prior authority expressed in writing in accordance with this clause.

6. PERFORMANCE BANK GUARANTEE

GETINSA EUROESTUDIOS, the lead member, shall furnish Performance Guarantee to the Client as per the provision of the Main Contract to be signed after receipt of Letter of Award from the NHAI.

7. EXCLUSIVITY

The Members shall co-operate on the basis of exclusivity, i.e., none of them shall enter an arrangement with any other firm on matters falling under the scope of this Agreement. Each of the Members warrants that the principle of exclusivity will also be adhered to by its subsidiaries, and other firms or individuals over which it may exercise control.

8. ASSIGNABILITY

No Member shall assign, sell, transfer or in any way encumber its interests in the Association without first obtaining the consent in writing of all the other Members.

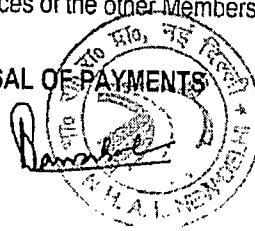
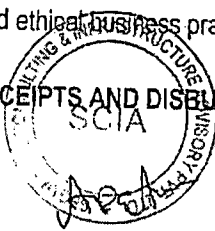
09. INSOLVENCY

In the event of insolvency of a Member, the other Members are irrevocably constituted and appointed attorney-in-fact for such insolvent Member to act for it in all matters affecting performance of this Agreement.

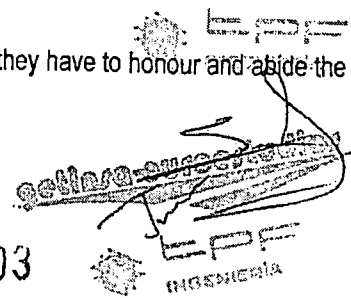
10. ETHICS

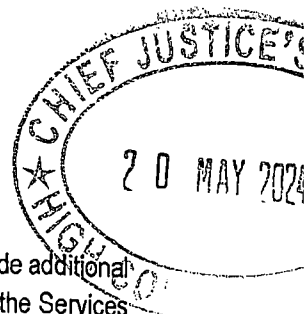
Code of Business Practice: The Association Members confirm that they have to honour and abide the Codes of Conduct and ethical business practices of the other Members.

11. RECEIPTS AND DISBURSAL OF PAYMENTS



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- A. Subject to the provision of this Agreement, if a member agrees to, or offers to, provide additional services that are not reimbursable under the Services Agreement or variations to the Services Agreement, then the cost of such services shall be borne by the member concerned unless other members of the Association agree to share or reimburse such costs in whole or in part by way of prior written agreement between all the members of the Association.
- B. No member shall undertake additional professional services required through variations without first advising other members and receiving "no objection" confirmation. In case of an objection, the additional services shall be referred to the Steering Committee for a final decision.
- C. An Association **Management Committee** will be formed with the purpose of facilitating the day to day work and operations of the Association and to resolve any issues relating to disputes, technical issues, coordination and interface as well as escalation to the **Steering Committee** any issues they are unable to resolve at that level. The Association Management Committee shall be responsible for agreeing, allocating and recording the activities and tasks assigned to each Member to the extent possible. Being part of the Association the **Management Committee** will not be remunerated. Decisions will be accepted only with the approval of all the parties
- D. **GETINSA EUROESTUDIOS** as lead Member will be in charge of invoicing to the client incorporating the invoice received from Segmental and combining it with its own before submission of one comprehensive Client invoice, with a recommendation for direct payments to each partner in the association based on respective inputs for the corresponding period. **GETINSA EUROESTUDIOS** and **SEGMENTAL** will each receive direct payments from the NHAI based on their portion of the inputs for the period on the project.
- E. A **Steering Committee** shall be formed consisting of senior representatives of each partner, to resolve issues that cannot be decided by the **Management Committee** and to provide overall guidance to the team, if required. **Steering Committee will decide about all matters concerning invoices to the client and invoices from the parties and disbursement of the payments.** Being part of the Association the **Steering Committee** will not be remunerated. Decisions will be accepted only with the approval of the Lead Member (**GETINSA EUROESTUDIOS**) and 'Associate' (**Segmental**).

12. THE RISKS AND COVERAGES

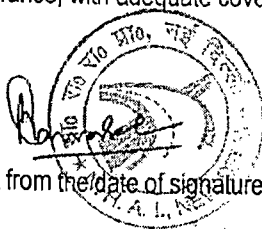
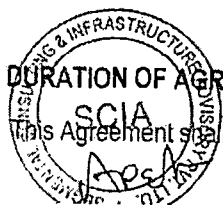
GETINSA EUROESTUDIOS, the lead member, will arrange the following insurances themselves as per the conditions of the RPF/ Main Contract Agreement with NHAI, at their own costs:

- i. Employer's liability and workers' compensation insurance in respect of the personnel of the members and of sub consultants in accordance with relevant provisions of Applicable Law, as well as, with respect to such personnel, any such life, health, personal accident, travel, household or other insurance as may be appropriate;
- ii. Professional Liability Insurance with a minimum coverage equal to total their individual contract value as per the agreement with the client;
- iii. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel for the period of Services; and
- iv. Third party liability insurance, with adequate coverage, as specified by the Client per year for the period of Services;

13.

DURATION OF AGREEMENT

This Agreement shall take effect from the date of signature of this Agreement or from the effective date



getinseurostudios
EPF

of the Contract between the **Client** and the **Association** (whichever shall first occur).

The present Agreement shall be terminated:

- (a) At the conclusion of the assignment as governed by the main consultancy agreement with National Highway Authority of India.
- (b) In case of termination of the main consultancy agreement with National Highway Authority of India
- (c) In case any further agreement between partners is signed, on award of the work
- (d) In case of not being awarded consultancy services by National Highway Authority of India
- (e) In case of mutual agreement to terminate the agreement.

Notwithstanding, the present Agreement shall only be terminated after all rights and obligations arising from it have ceased.

14. COPYRIGHT

Subject the provisions in the Consultancy Contract with National Highway Authority of India, copyright in all Work procured or prepared by a Member remains with, and the property of, that Member. Each Member acknowledges that no proprietary or other rights in or to intellectual property of another Member or its affiliates, including copyright in Work, will be conferred upon, devolve or be transferred to another Member.

15. CONFIDENTIALITY

This Agreement and any information, data, intellectual property or other material in the possession of or which comes into the possession of a Party pursuant to this Agreement or otherwise in respect of the Proposal, will be kept secret and maintained in strict confidence and will not be divulged or disclosed by the recipient Member, directly or indirectly, to any person other than as is necessary to perform that Member's responsibilities under this Agreement. No Member may use any information, data, intellectual property or other material to which this paragraph applies for any purposes other than the purposes contemplated by this Agreement.

16. LAW AND ARBITRATION

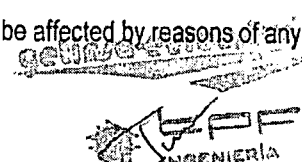
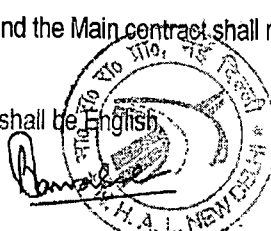
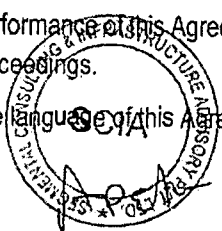
This Agreement shall in all respects be governed by and interpreted in accordance with the laws of India.

The parties will endeavour to find an amicable solution to any difficulties/ disputes which may arise concerning this Agreement.

Any dispute relating to or arising out of this Agreement shall be resolved through Arbitration to be conducted by the sole Arbitrator if agreed by all members or otherwise through three Arbitrators, one appointed by each of the party to the dispute or difference and the two Arbitrators so appointed in turn shall appoint the third Presiding Arbitrator. The Arbitration proceedings shall be carried out in accordance with the provision of Arbitration and Conciliation Act, 1996 Government of India.

Performance of this Agreement and the Main contract shall not be affected by reasons of any Arbitrator proceedings.

The language of this Agreement shall be English.



17. GENERAL PROVISIONS

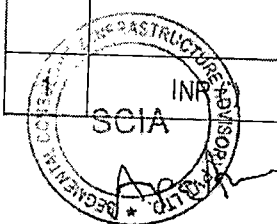
- i. In consideration of the mutual agreements and undertakings, the Parties have inter se granted rights and accepted obligations set out in this Agreement. The adequacy of the exchange of rights and obligations as valid consideration shall never be called in question by either Party.
- ii. Nothing contained in this Agreement shall be read or construed to imply the existence of an agency or a partnership between the Parties. The Association is an unincorporated one.
- iii. This Agreement may be executed in any number of counterparts. The counterparts shall be deemed to constitute one instrument.
- iv. Failure or delay on the part of either party to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial non exercise of any right, power or privilege preclude any other future exercise thereof.
- v. This Agreement is severable in that if any provision hereof is determined to be illegal or unenforceable, the offending provision shall be stricken without affecting the remaining provisions of this Agreement, in which case, if appropriate and necessary, the Parties shall immediately consult with each other in order to find an equitable solution.
- vi. This Agreement and all attachments shall constitute the entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings and representations, written and oral. In case of any inconsistency between this Agreement and any prior understanding this Agreement shall prevail; and if there is inconsistency between any provision of this Agreement and the Annexures and Schedules attached hereto, the provisions of the Main Contract Agreement shall prevail.
- vii. In case of any decisions taken by the **Steering Committee** or **Management Committee** which affect the provisions of this contract, this contract will be suitably modified and superseded upon mutual, unanimous written consent of all parties subject that these modifications do not violate or are in conflict with the provisions of the main contract.
- viii. This Agreement may be amended only by an instrument in writing signed by duly authorized representatives of each of the Parties.

18 SHARING OF FEE & BROAD RESPONSIBILITY

Each member will be entitled to have share consultancy fee & responsibility as tabulated below:

The financial split between the two parties will be as under: (Details Annexed as Annexure A)

S.N.	Currency	Amount	
		TPF Getinsa Euroestudios (FIRST PARTY)	Segmental (SECOND PARTY)
	INR	26.630.000 INR	54.085.099 INR



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Resources committed by TPF Getinsa Euroestudios

Key Professionals Staff

S. N°	Position	Man-Months
1.	Team Leader cum Senior Highway Engineer	36
2.	Bridge/Structural Engineer	36
3.	Senior Pavement Specialist	30
4.	Senior Quality cum Material Expert	30
Total		132

Resources committed by Segmental Consulting & Infrastructure Advisory Pvt. Ltd:

Key Professionals Staff

S. N°	Position	Man-Months
5.	Resident cum Highway Engineer	48
6.	Road Safety Expert	16
Total		64

Sub Professional Staff

S. N°	Position	Staff-Months
7.	Survey Engineer	38
8.	Assistant Highway Engineer (2 Nos)	78
9.	CAD Expert	16
10.	Environmental Engineer	6
11.	Assistant Bridge Engineer	30
12.	Assistant Quality cum Material Expert (2 Nos)	60
13.	Electrical Engineer	7
14.	HTMS/Toll Expert	2
15.	Quantity Surveyor	18
16.	Horticulture cum Landscaping Expert	18
Total		273

In addition, **Segmental** will provide all the support staff of the project besides making all office, road survey vehicle, and other logistical arrangements except vehicles.

* On production of copy of deposit proof the Service Tax shall be reimbursable as per provision of RFP/ Main Contract Agreement.

IN WITNESS WHEREOF the Members hereto have put their hand on the date first above-mentioned.

1. The breakdown of total Man-Months for Key Staff is as follow:

TPF Getinsa Euroestudios SPAIN	132
Segmental Consulting & Infrastructure Advisory Pvt. Ltd	64

2. The breakdown of total Man-Months for Sub Professionals Staff is as follows:

TPF Getinsa Euroestudios SPAIN	0
Segmental Consulting & Infrastructure Advisory Pvt. Ltd	273

3. The breakdown of total Man-Months for Support Staff is as follows:

TPF Getinsa Euroestudios SPAIN	0
Segmental Consulting & Infrastructure Advisory Pvt. Ltd	192

4. The breakdown of the total Financial Distribution is as follows:

	Description	Amount (INR)		
		TPF Getinsa Euroestudios	SCIA	Total
I	Remuneration for Local Professional Staff	19.050.000	27.060.000	46.110.000,00
II	Supporting Staff	0	13.680.000	13.680.000,00
III	Transportation	7.080.000	0	7.080.000,00
IV	Duty Travel to Site	0	600	600,00
V	Office Rent	0	3.840.000	3.840.000,00
VI	Office Supplies, Utilities and Communication	0	4.320.000	4.320.000,00
VII	Office Furniture and Equipment	0	2.160.000	2.160.000,00
VIII	Reports and Documents printing	0	81.500	81.500,00
IX	Survey Equipment	0	2.442.999	2.442.999,00
X	Contingencies	500.000	500.000	1.000.000,00
	Sub total:	26.630.000	54.085.099	80.715.099,00
Consultancy services Tax payable in India @ 18%				14.528.717,82
TOTAL COSTS (Including Tax)				95.243.817
In words (Including Service Tax) - Indian Rupees Nine Crore Fifty-two Lakh(s) forty-three thousand eight hundred and seventeen Only.				

For TPF Getinsa Euroestudios,
S.L. Spain

getinsa-euroestudios

TPF

Name : Jatin Kumar
Title : Authorized Representative

For Segmental Consulting and
Infrastructure Advisory (P) Ltd.

SCIA

Name : Ambikesh Tripathi
Title : Authorized Representative

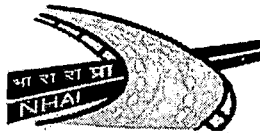


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CONTRACT AGREEMENT

For
Independent Engineer Services for Rehabilitation & upgradation of four lane to six
laning of Chandikhole – Bhadrak (km. 62.000 to km. 136.500) section of NH-5 in the
state of Odisha to be executed on Hybrid (annuity) mode under NHDP-Phase-V.

Between



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

And

getinsa-euroestudios



TPF GETINSA EUROESTUDIOS, S.L. SPAIN
Nº8, Ramon de Aguinaga Road - 28028 Madrid, Spain

In association with

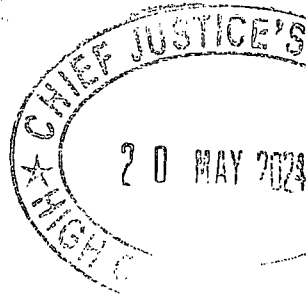


Segmental Consulting & Infrastructure Advisory Pvt. Ltd.
Unit No. 421, Tower B-4, Spaze IT Park, Sector 49, Sohna Road Gurgaon-122002 (Haryana)-INDIA

26th June, 2019

ATTESTED TO BE TRUE COPY





CONTRACT FOR CONSULTANT'S SERVICES

Between

NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport & Highways)

And

TPF GETINSA EUROESTUDIOS, S.L. SPAIN

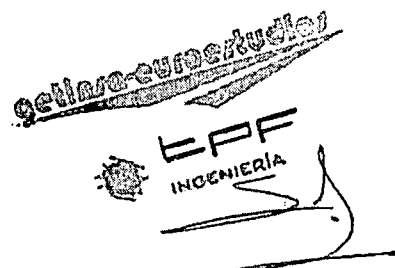
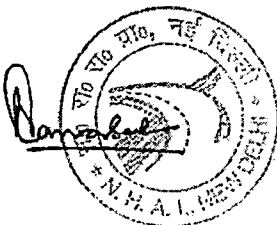
In association with

Segmental Consulting & Infrastructure Advisory Pvt. Ltd.

FOR

Independent Engineer Services for Rehabilitation & upgradation of four lane to six laning of Chandikhole – Bhadrak (km. 62.000 to km. 136.500) section of NH-5 in the state of Odisha to be executed on Hybrid (annuity) mode under NHDP-Phase-V

Date of Agreement: 26th June, 2019



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I. FORM OF CONTRACT



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL08605170215504R
Certificate Issued Date : 24-Jun-2019 03:17 PM
Account Reference : IMPACC (IV)/ dl883903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL88390323288264255383R
Purchased by : TPF GETINSA EUROESTUDIOS SL
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NATIONAL HIGHWAYS AUTHORITY OF INDIA
Second Party : TPF GETINSA EUROESTUDIOS SL
Stamp Duty Paid By : TPF GETINSA EUROESTUDIOS SL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line.

CONTRACT AGREEMENT

COMPLEX TIME BASED ASSIGNMENTS

Independent Engineer Services for Rehabilitation & Up-gradation to six laning of Chandikhole - Bhadrak (km. 62.000 to km. 136.500) section of NH-5 in the State of Odisha to be executed on Hybrid (Annuity) mode under NHDP-Phase-V.

This CONTRACT (hereinafter called the "Contract") is made on 26th day of the month of June, 2019 between, on the one hand **National Highways Authority of India (NHAI)**, G-5 & G-6, Sector-10, Dwarka, New Delhi-110075 (hereinafter Called the "Client") and on the other hand **M/s. TPF GETINSA EUROESTUDIOS, S.L.** in association with **Segmental Consulting & Infrastructure Advisory Pvt. Ltd.** Unit 305, Suncity Business Tower, Golf Course Road, Sector - 54, Gurgaon - 122002, (Haryana) (hereinafter called the "Consultants").

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.stampcert.com. Any discrepancy in details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

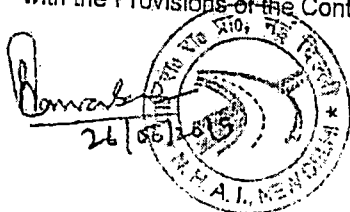
1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC")
- (b) The Special Conditions of Contract (hereinafter called "SC");
- (c) The following Appendices :

Appendix A :	Description of the Services
Appendix B :	Reporting Requirements
Appendix C :	Key Personnel and Sub-consultants
Appendix D :	Medical Certificate
Appendix E :	Hours of Work for Key Personnel
Appendix F :	Duties of the Client
Appendix G :	Cost Estimates in local currency
Appendix H :	Form of Performance Bank Guarantee
Appendix I :	Form of Bank Guarantee for Advance Payments
Appendix J :	Letter of invitation
Appendix K :	Letter of Award
Appendix L :	Minutes of Pre-Bid Meeting
Appendix M :	Memorandum of Understanding

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in local currency only in accordance with the Provisions of the Contract.



SECRETARIAL

OFFICE OF THE SECRETARY

Handwritten signature and date 26/06/85.

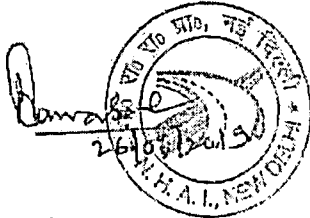
- 71 -

- 8 -

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
(National Highways Authority of India)

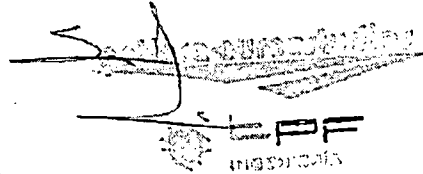
By



(Prashant N. Gawasane)
General Manager (Tech.) – Odisha
National Highways Authority of India
G-5 & G-6, Sector-10, Dwarka,
New Delhi-110075.

FOR AND ON BEHALF OF
M/s. TPF GETINSA EUROESTUDIOS, S.L. in
association with Segmental Consulting &
Infrastructure Advisory Pvt. Ltd.

By



(Vivek Sukhwani Iglesias)
Authorized Signatory
M/s. TPF Getinsa Euroestudios, S.L. in
association with Segmental Consulting &
Infrastructure Advisory Pvt. Ltd.
Unit 305, Suncity Business Tower, Golf Course
Road, Sector 54, Gurgaon- 122002, (Haryana)

In presence of

1. Signature:
Name: VIKRANT THAKUR
Address: NHAI HQ

2. Signature:
Name: Siddhant Singhani
Address: NHAI, HQ

1. Signature:
Name: JATIN KUMAR
Address: Sohna Road, Gurgaon

2. Signature:
Name: Shailendra Chaudhary
Address: Sohna Road, Gurgaon

getinsa-euroestudios





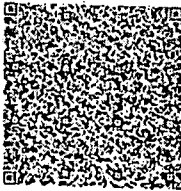
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL08606276231482R
Certificate Issued Date	: 24-Jun-2019 03:18 PM
Account Reference	: IMPACC (IV)/ dl883903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL08606276231482R
Purchased by	: TPF GETINSA EUROESTUDIOS SL
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NATIONAL HIGHWAYS AUTHORITY OF INDIA
Second Party	: TPF GETINSA EUROESTUDIOS SL
Stamp Duty Paid By	: TPF GETINSA EUROESTUDIOS SL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

संविदा करार

कॉम्प्लेक्स समय आधारित कार्य

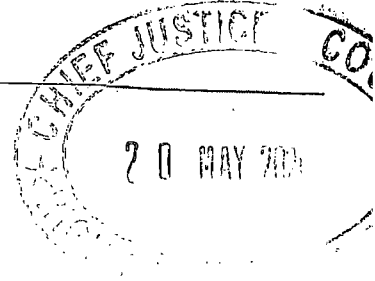
राष्ट्रीय राजमार्ग विकास परियोजना के अन्तर्गत ओडिशा राज्य में राष्ट्रीय राजमार्ग - 5 के चांदिखोले से भद्रक के (62.000 किमी से 136.500 किमी तक) के नहन हाइब्रिड एन्युटी मोड पर स्वतंत्र अभियंता के माध्यम से एक लेन का पर्यवेक्षण करने हेतु प्राधिकरण अभियंतिकी परामर्श सेवाएं।

यह संविदा करार (जिसे इसमें इसके बाद संविदा करार कहा गया है) 26 जून, 2019 को भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (भारत प्रा.) जी-5 एवं जी-6, सेक्टर-10, द्वारका, नई दिल्ली-110075 (जिसे इसमें इसके बाद "ग्राहक" कहा गया है), एक पक्ष और मेसर्स टी पी एफ जेटिन्सा यूरोस्टुडिओस एस. एल. इन एसोसिएशन विद सेगमेंटल कन्सल्टिंग एंड इन्फ्रास्ट्रक्चर एडवाइजरी प्राइवेट लिमिटेड यूनिट 305, सनसिटी विज़नेस टावर, गोलफ कोर्स रोड, सेक्टर 54, गुडगांव हरियाणा (जिसे इसमें इसमें बाद "परामर्शदाता" कहा गया है), दूसरा पक्ष के बीच किया गया है।

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.e-stamp.com Any discrepancy in the details of the Certificate and its contents shall render it invalid.
2. The onus of ensuring the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

001



अतः

- (क) ग्राहक ने परामर्शदाता से जैसा कि इस संविदा के साथ संलग्न संविदा की सामान्य शर्तों में परिभाषित किया गया है, कुछ परामर्शी सेवाएं (जिसे इसमें इसके बाद "सेवाएं" कहा गया है) प्रदान करने का अनुरोध किया है;
- (ख) परामर्शदाता ने, ग्राहक को यह बताने के बाद कि उनके पास अपेक्षित व्यावसायिक कौशल, कार्मिक एवं तकनीकी संसाधन उपलब्ध हैं, इस संविदा में विहित शर्तों पर सेवाएं प्रदान करने के लिए अपनी सहमती दे दी है;

अतः अब दोनों पक्ष एतद्वारा निम्नलिखित के लिए सहमत हो गए हैं :

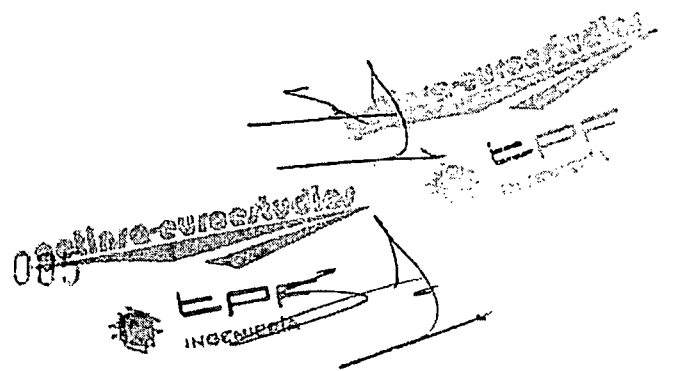
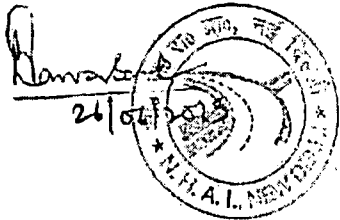
1. इसके साथ संलग्न निम्नलिखित दस्तावेज इस संविदा के अभिन्न अंग माने जायेंगे :-

- (क) संविदा की सामान्य शर्तें (जिसे इसमें इसके बाद "सा.श." कहा गया है);
- (ख) संविदा की विशेष शर्तें (जिसे इसमें इसके बाद "वि.श." कहा गया है);
- (ग) निम्नलिखित परिशिष्ट;

- परिशिष्ट क: सेवाओं का विवरण।
- परिशिष्ट ख: रिपोर्टिंग अपेक्षाएं।
- परिशिष्ट ग: प्रमुख कार्मिक और उप परामर्शदाता।
- परिशिष्ट घ: चिकित्सा प्रमाण पत्र।
- परिशिष्ट ङ: प्रमुख कार्मिकों के कार्य के घंटे।
- परिशिष्ट च: ग्राहक के दायित्व।
- परिशिष्ट ज: स्थानीय मुद्रा में लागत अनुमान।
- परिशिष्ट झ: निष्पादन बैंक गारंटी का पत्र।
- परिशिष्ट ञ: अग्रिम भुगतानों के लिए बैंक गारंटी का प्रपत्र।
- परिशिष्ट ट: आमंत्रण पत्र।
- परिशिष्ट ठ: ठेका देने संबंधी पत्र।
- परिशिष्ट ड: बोली-पूर्व बैठक का कार्यवृत्त।
- परिशिष्ट ढ: समझौता ज्ञापन।

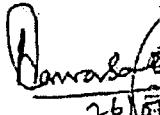
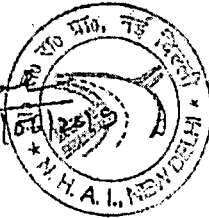
2. ग्राहक और परामर्शदाता के पारस्परिक अधिकार और दायित्व संविदा करार में किये गए उल्लेख के अनुसार होंगे; विशेष रूप से:

- (क) परामर्शदाता संविदा में किये गए प्रावधानों के अनुसार सेवाएं प्रदान करेगा;
- (ख) ग्राहक संविदा में किये गए प्रावधानों के अनुसार परामर्शदाता को केवल स्थानीय मुद्रा में भुगतान करेगा।



इसके साथैस्वरूप दोनों पक्षों ने सम्बंधित नामों से इस करार पर पहले ऊपरलिखित तिथि और वर्ष को अपने-अपने हस्ताक्षर किए।


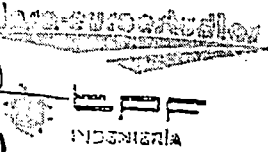
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
के लिए और उसकी ओर से


26/04/2019


(प्रशांत एन. गावसाने)

महाप्रबंधक (तकनीकी) - ओडिशा
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
जी-5 एवं जी-6, सेक्टर-10, द्वारका,
नई दिल्ली-110075

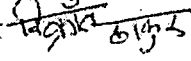
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एसोसिएशन विद सेगमेंटल कन्सल्टिंग एंड इन्फ्रास्ट्रक्चर
एडवाइजरी प्राइवेट लिमिटेड
के लिए और उसकी ओर से,

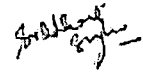



(विवेक सुखवानी इन्जिनियर्स)

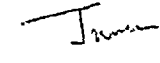
अधिकृत हस्ताक्षरकर्ता
मेसर्स टी पी एफ जेटिन्सा यूरोस्टुडिओस एस. एल. इन
एसोसिएशन विद सेगमेंटल कन्सल्टिंग एंड इन्फ्रास्ट्रक्चर
एडवाइजरी प्राइवेट लिमिटेड
यूनिट नंबर 305, सनसिटी टॉवर, गोल्फ कोर्स रोड
सेक्टर-54, गुडगांव - 122002, हरियाणा

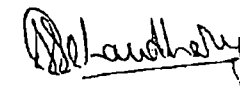
साक्षी:

1. हस्ताक्षर 
नाम: प्रशांत ठाकुर
पता: भा.रा.रा. प्रा. मुख्यालय

2. हस्ताक्षर 
नाम: सि. प्रशांत सि. चड्ढा
पता: भा.रा.रा. प्रा. नई दिल्ली

साक्षी:

1. हस्ताक्षर 
नाम: प्रतीक कुमार
पता: सोनिया रोड, गुडगांव

2. हस्ताक्षर 
नाम: Shailendra Chaudhary
पता: Sohna Road, Gurgaon





II. GENERAL CONDITIONS OF CONTRACT

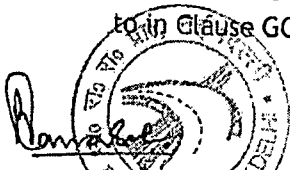
II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1 Definitions

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) 'foreign currency' means any currency other than the currency of the Government;
- (e) 'GC' means these General Conditions of Contract;
- (f) "Government" means the Government of Client's Country;
- (g) 'Local currency' means the Indian Rupees;
- (h) "Consultant" wherever mentioned in this Contract Agreement means the "Independent Consultant (IE)" and includes and sub-consultants or Associates engaged by the primary consultant.
- (i) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's Country, "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's Country; and 'key personnel' means the personnel referred to in Clause GC 4.2 (a).



- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consultant for carrying out the assignment as Independent Engineer may be modified depending on the site requirements and work programme of the Concessionaire after mutual discussions with NHAI, the Concessionaire and the Independent Engineer. The work plan as indicated by the Consultant may be modified accordingly to the site requirements.
- (n) "Sub-consultant and or Associates " means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (o) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this

Contract. 1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is

addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Government's Country or elsewhere, as the Client may approve.

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

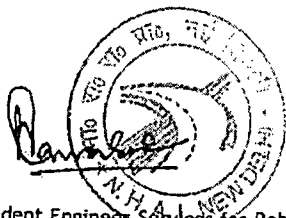
1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. NHAI shall reimburse only Goods and service tax on production of project specific proof of payment of Goods and service tax.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.



A handwritten signature is written over a rectangular stamp. The stamp contains the text 'INDEPENDENT ENGINEER' and some other illegible text.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the

power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be

reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

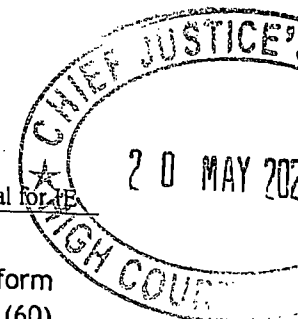
The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;



- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

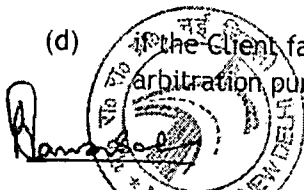
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (h) if Concessionaire represents to NHAI that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, NHAI may terminate this contract.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.



2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligation of the Consultants

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants and or Associates, as well as the Personnel of the Consultants and any Sub-consultants and or Associates, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Client (NHAI) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and or Associates and any entity affiliated with such Sub-consultant and or Associates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants' as the

case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

3.7 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (c) any other action that may be specified in the SC

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall not

later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. Consultants' Personnel and Sub-consultants and or Associates

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under

this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 Approval of Personnel

The Key Personnel i.e. Professional Staff and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose, to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.
- (b) The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified
- (c) In such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

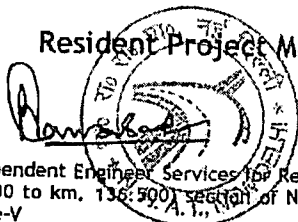
4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written

request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground, (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 5% (ii) for total replacement upto between 33% to 50%, remuneration shall be reduced by 10% and (iii) for total replacement upto between 50% to 66%, remuneration shall be reduced by 15% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/termination/debarment upto 2 years as considered appropriate.
- (d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by NHAI while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further NHAI works for for a period of three years and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as a penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by NHAI to black-list that firm.
- (e) In case of extension of contract, the Consultant can propose one time replacement of each key personnel without attracting any penalty or reduction in remuneration, subject to approval of the Authority taking into consideration the progress of work at site. Qualifications of replacements shall be better or equivalent to the original key personnel. Any further replacement will be governed as per contract provisions.

4.6 Resident Project Manager



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If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their - eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (g) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible

for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Property of the Client

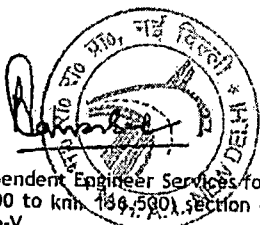
The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

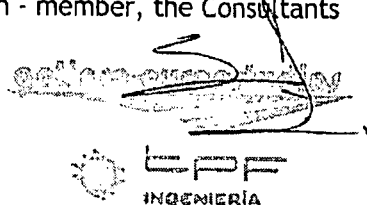
In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which are consistent with the position occupied by such - member, the Consultants



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may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

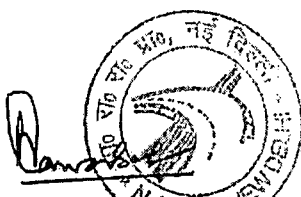
6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount

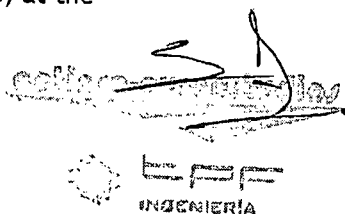
- (a) An estimate of the cost of the Services payable in local currency is set forth in Appendix G .
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local currency, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the



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rates referred to, and subject to such additional provisions as are set forth, in the SC.

- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in the SC .

6.3 Currency of Payment

- (a) Local currency payments shall be made in the currency of the Government.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in local currency,

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Monthly statements shall be submitted in respect of amounts payable in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) 75% of bill raised by the consultant shall be paid within 72 Hrs and remaining bill may be paid after due scrutiny. The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents.
- (d) Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified

in the SC shall become payable as from the above due date on any amount due by, but not paid on. such due date.

- (e) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (f) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

7. Fairness and Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

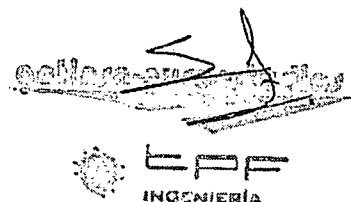
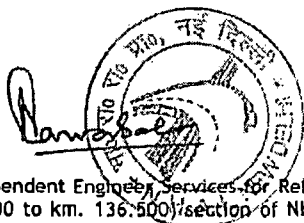
8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC

9. Fake CV

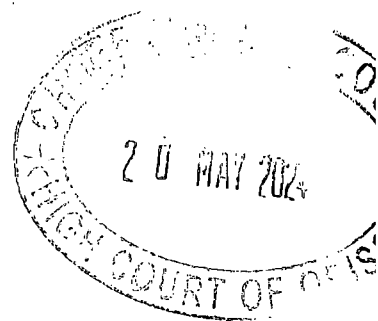
If any case of fake/incorrect/inflated CV is found, it shall be dealt with very severely and would result in all possible penal action including blacklisting from future projects of NHAI. This would also apply even when the consulting firm is not successful in getting the assignment. *In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms will have to refund the salary and perks drawn including interest @12% per annum in respect of the person apart from other consequences. In addition to above, 10% of the salary and perks to be refunded shall be recovered from the Firm as penalty.*

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Independent Engineer, Services for Rehabilitation & upgradation of four lane to six laning of Chandikhole - Bhadrak (km. 62.000 to km. 136.500) section of NH-5 in the state of Odisha to be executed on Hybrid (annuity) mode under NHDP-Phase-V

III. SPECIAL CONDITIONS OF CONTRACT



III. SPECIAL CONDITIONS OF CONTRACT

GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.1 (a). The words "in the Government's country" are amended to read "in INDIA"

1.4 The language is: **English**

1.6.1 The addresses are:

Client : **National Highways Authority of India**
G-5 & G-6, Sector 10, Dwarka
New Delhi 110075
Attention : Mr. Prashant N. Gawasane
Designation : **General Manager (Tech) Odisha**
Cable address : E-mail: prashant@nhai.org
Telex : Tel: - 011-25074100, 25074200
Fax : Fax: - 011-250093507

Consultant : TPF GETINSA EUROESTUDIOS, S.L. SPAIN
Nº8, Ramon de Aguinaga Road - 28028 Madrid, Spain
in association with Segmental Consulting and
Infrastructure Advisory Pvt. Ltd. Unit No. 421, Spaze I
Tech Park Sector 49, Sohna Road Gurgaon-122002
(Haryana) INDIA

Attention : **Vivek Sukhwani Iglesias**
Authorised Representative
TPF GETINSA EUROESTUDIOS, S.L. SPAIN
Unit 305 Golf Course Road / Suncity Business Tower
Sector 54 Gurgaon - Haryana

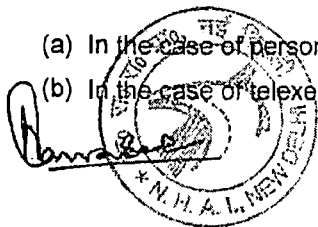
Cable address : india.central@tpfingenieria.com
Telex : +91 124 408 7153
Facsimile : +91-124 421 3016

Local Address : Unit 305 Golf Course Road / Suncity Business Tower
Sector 54 Gurgaon - Haryana

Telex : +91 124 408 7153
Facsimile : +91-124 421 3016

1.6.2 Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;
(b) In the case of telexes, 24 hours following confirmed transmission;



- (c) In the case of telegrams, 24 hours following confirmed transmission; and
- (d) In the case of facsimiles, 24 hours following confirmed transmission.

1.8 The Member in Charge is:

(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)

1.9 The Authorised Representatives are:

For the Client : National Highways Authority of India

For the Consultants : Vivek Sukhwani Iglesias
TPF GETINSA EUROESTUDIOS, S.L. SPAIN
Unit 305 Golf Course Road / Suncity Business Tower, Sector 54
Gurgaon – Haryana, in association with Segmental Consulting
and Infrastructure Advisory Pvt. Ltd. Unit No. 421, Space i tech
park Sector 49, Sohna Road Gurgaon-122002 (Haryana) INDIA

1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

- i) Approval of the Contract by the client

2.2 The time period shall be four months or such other time period as the parties may agree in writing.

2.3 The time period shall be one month or such other time period as the Parties may agree in writing.

2.4 The time period shall be 36 months (3 Months for Development Period, 30 month for construction period and 3 months for O&M period)

3.4 Limitation of the Consultants' Liability towards the Client

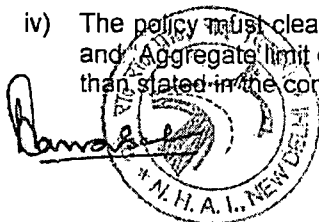
a. Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- i) For any indirect or consequential loss or damage; and

ii) Consultant will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

- iii) The policy should be issued only from an Insurance Company operating in India.

iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) and in no case should be for an amount less than stated in the contract.



- v) If the Consultant enters into an agreement with Employer in a joint venture or 'in association', the policy must be procured and provided to Employer by the joint venture/in association entity and not by the individual partners of the joint venture / association.
- vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of Employer. The insurance company may provide an undertaking in this regard.
- b. This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- c. Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.

3.5 The risks and the coverage shall be as follows

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 1.0 million for the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 (c) the other actions are

- "(i) taking any action under a civil works contract designating the Consultants as "Authority's Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".

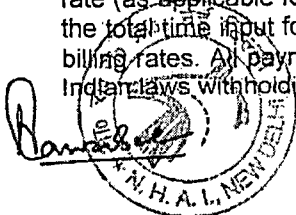
3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4.6 "The person designated as Team Leader cum Sr. Highway Engineer in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."

6.1(b) The amount payable Indian Rupee is: **INR 8,07,15,099/- (Indian Rupees Eight Crores Seven Lakhs Fifteen Thousand Ninety Nine Only/-) Plus Service Tax payable in India.**

6.2(a) " Payments for remuneration and reimbursable items made in accordance with Clause GC 6.2 (a) in local currency shall be adjusted as follows:

- (i) Consultants shall be paid billing rates for services rendered by the personnel of all categories namely (i) key Personnel; (ii) sub-Professional personnel and (iii) Support staff on man-month basis. Billing rates of remaining items of the financial proposal, namely (i) transportation, (ii) Duty travel to site (iii) Office Rent, (iv) office supplies communication etc (v) reports & document printing and (vi) survey equipment etc shall be worked out month wise as per actual expenditure. Beginning 13th months from the last date of submission of bid, billing rates shall be increased to cover all items of contract i.e. remuneration, vehicle hire, office rent, consumables, furniture etc @ 5% every 12 months. However, for evaluation and award of the Bid proposals, the quoted initial rate (as applicable for first 12 months from last date of submission of bid) shall be multiplied by the total time input for each position on this contract, i.e. without considering the increase in the billing rates. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.



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- (ii) Remuneration paid pursuant to the rates set forth in Appendix G shall be adjusted every twelve (12) months (and, the first time, with effect for the billing rates earned in the 13th calendar month after the last date of submission of bid) by 5% every 12 month for personnel.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and override any other provision to the contrary in this agreement.

- 6.2(b) (i) (1) Payment of Authority Engineer shall be released on approval of the monthly reports. Report shall be approved by the Authority only if it includes all the sections prescribed in the format and submitted as per specified timelines.

- (2) Payment shall be released as per rates quoted in Appendix C3- Breakup of Local currency costs

- (3) For equipment based road inspection to be conducted in O&M phase, payment shall be released as per actual use of equipment on road and rates quoted in Appendix C3- Breakup of Local currency costs.

- (4) If any of the report is found to be misleading or containing incorrect information as determined by the Authority, 10% of payment linked to that report shall be deducted as penalty

- (5) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee; (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

- (6) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

- 6.2(b) (ii) The rates for foreign & local Personnel are set forth in Appendix G.

- 6.3 (a) Deleted.

- 6.3(b)(i) Remuneration for local Personnel shall be paid in local currency.

- 6.4(a) The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee:

- 1) An advance payment, of 10% of the contract price in proportion to the quoted Indian currency (INR) in the bid shall be made within 60 days after receipt and verification of advance payment bank guarantee. The advance payment will be set off by the Client in equal instalments against the statements for the first 12 months of the Service until the advance payment has been fully set off.

- 2) The bank guarantee shall be in the amount and in the currency of the advance payment

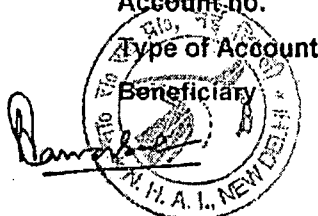
- 3) Interest rate shall be 10% per annum (on outstanding amount) for local currency.

- 6.4 (c) The interest rate is 6% per annum for local currency.

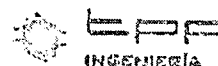
- 6.4(e) The accounts are:

For Local currency:

Bank	: HDFC Bank
Micro code	: 110240111
Account no.	: 50200002106708
Type of Account	: Current Account
Beneficiary	: Getinsa - Payma S. L.



Getinsa - Payma S. L.



IFSC Code : HDFC0000622
Address : SCO -7, Sector 31-32 A, Main Market, Gurgaon-122001,
Haryana

For Segmental Consulting and Infrastructure Advisory Pvt. Ltd.

Bank : HDFC BANK LTD.
Account no. : 50200038229797
Type of Account : Current Account
Beneficiary : SEGMENTAL CONSULTING & INFRASTRUCTURE
ADVISORY PVT LTD
IFSC Code : HDFC0009408
Address : UGF 102, The Paradise Mall, Uppal Southern, Sector 49
Gurgaon 122001, Haryana, INDIA

[Note: Insert account number, type of account and name and address of the Bank]

8.2 Disputes shall be settled by arbitration in accordance with the following provisions:

8.2.1 Selection of Arbitrators

Each dispute submitted by a Party to Arbitration shall be heard by a sole arbitrator. NHA shall within 30 days propose names of five (5) Arbitrators from the list of Arbitrators maintained by SAROD (Society for Affordable Redressal of Disputes) and Consultant shall within 30 days select one name from the list of five and the name so selected by the Consultant shall be the Sole Arbitrator for the matter in dispute. In case NHA delays in providing the list of 5 names, President, SAROD will provide 5 names within 30 days of receipt of reference from aggrieved party in this regard. In case the Consultant fails in selecting one from the list of five, President, SAROD shall select one from the list of five provided by NHA within 30 days of receipt of reference from aggrieved party in this regard.

8.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with the procedures of the Arbitration and Conciliation (Amendment) Act, 2015 of India unless the Consultant is a foreign national/ firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure of arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

8.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

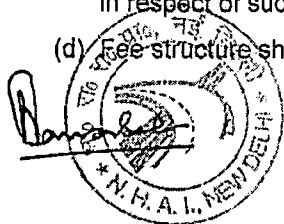
8.2.4 Qualifications of Arbitrators

The list of five and the sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert(s) with extensive experience in relation to the matter in dispute.

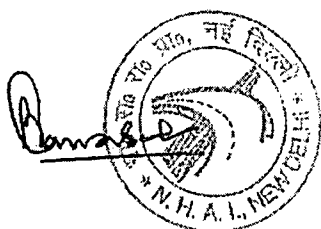
8.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the parties, be held in Delhi.
- (b) The English language shall be the official language for all purposes;
- (c) The decision of sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement; and
- (d) Fee structure shall be as given below:



Sl No.	Particulars	Maximum amount payable per Arbitrator/ per case*
1	Arbitrator fee	Rs. 25,000/- per day Or Rs 7 lacs (lump sum) subject to publishing the award within 6 months. Or Rs. 5 lakhs (Lump-sum) subject to publishing the Award after 6 months but before 12 months. Note:- The amount of fees already paid for the days of hearing @ Rs. 25,000/- would be adjusted in the lump-sum payment.
2	Reading Charges	Rs 25,000/- per Arbitrator per case including counter claim.
3	Secretarial Assistance and Incidental charges (telephone, fax, postage etc.)	Rs 20,000/-
4	Charges for Publishing /declaration of the Award	Rs. 35,000/-
	Other expenses (As per actuals against bills subject to maximum of the prescribed ceiling given below)	
	Traveling Expenses	Economy class (By air), First Class AC (by train) and AC Car (By Road)
	Lodging and Boarding	a. Rs 15,000/- per day (in metro cities) b. Rs 7,000/- per day (in other cities) c. Rs 3,000/- per day, if any Arbitrator makes their own arrangements.
6	Local Travel	Rs. 1500/- per day
7	Extra charges for days other than hearing/meeting days (maximum for 2 days)	Rs. 5,000/- per day for outside Arbitrator
Note	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.	



Insurance Corporation of India
 INCSMERA

IV. APPENDICES

APPENDIX-A
Description of the Services

SECTION 6: TERMS OF REFERENCE FOR INDEPENDENT ENGINEER 1.

Scope

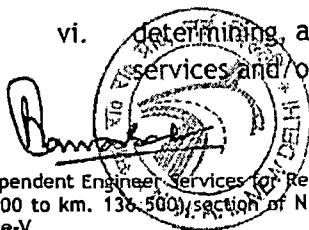
- 1.1. These Terms of Reference for the Independent Engineer (the "TOR") are being specified pursuant to the Concession Agreement dated (the "Agreement"), which has been entered into between the Authority and (the "Concessionaire") for [Four-Laning and subsequent Six-Laning] of the ****section (km ** to km **) of National Highway No. ** in the State on Hybrid Annuity Mode (HAM), and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2. This TOR shall apply to construction, operation and maintenance of the [Four-Lane] Project Highway, and shall apply, *mutatis mutandis*, to [Six-Laning] thereof.

2. Definitions and interpretation

- 2.1. The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2. References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3. Role and functions of the Independent Engineer

- 3.1. The role and functions of the Independent Engineer shall include the following:
 - i. review of the Drawings and Documents as set forth in Paragraph 4;
 - ii. review, inspection and monitoring of Construction Works as set forth in Paragraph 5;
 - iii. conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;
 - iv. review, inspection and monitoring of O&M as set forth in Paragraph 6;
 - v. review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;
 - 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 Authority in review and inspection of the books of accounts submitted by the Concessionaire to the Authority and the records maintained by Concessionaire as set forth in Paragraph 12
- ix. providing all requisite data on monthly basis in Monthly Progress Report (MPR) within a period of 7 days from the close of month, as required by Authority, for updating the project specific website and PMIS substantially in the format prescribed at Annexure - I and Annexure- II
- x. assisting the Parties in resolution of disputes as set forth in Paragraph 9;
- xi. carrying out minor design works such as design of drainage, blackspot removal design, etc upon request of Authority; and
- xii. undertaking all other duties and functions in accordance with the Agreement.

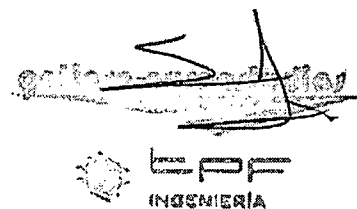
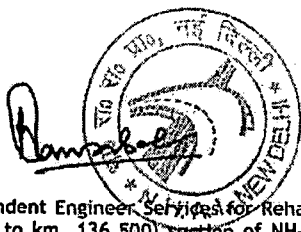
3.2. The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

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 30 (thirty) 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 15 (fifteen) 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 15 (fifteen) days of receiving such Drawings. The Independent Engineer shall also review the Safety Report and furnish its comments thereon to the Authority within 30 (thirty) days of receiving such report.

- 4.4. The Independent Engineer shall review the detailed design, construction methodology and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 30 (thirty) days of receipt thereof.
- 4.5. Quality Assurance Manual and Plan forms the basis of quality of the work. It is therefore essential that the Quality Assurance Manual and Plan prepared by the Concessionaire be checked and approved. Thus, the Consultant shall check contents of Quality Assurance Plan and Manual of Concessionaire as per requirements of Quality Management System (as per ISO 9001), IRC: SP: 47-1998 and IRC: SP: 57-2000 for road bridges and roads respectively. The Consultant shall also offer their comments for modifying/ improving the document. After receiving the corrected document, the Consultant shall review and formally approve the QAM and Quality Plan and send one copy to 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. On a daily basis, the concerned key personnel of Independent Engineer shall inspect the Construction Works. Following activities need to be undertaken during the visits.

Review of construction including progress, quality and safety of construction

Inspection of defects and deficiencies in construction works

Witnessing quality inspection tests at labs established by Concessionaire on a sample basis

Review of quality of work shall be done in reference to Quality Assurance Plan (QAP)/Manual and ISO 9001:2008, IRC: SP: 47-1998 and IRC: SP: 57-2000 for road bridges and roads respectively. The consultant also needs to capture following documents and send to NHAI field office via email on a daily basis

Scanned copy of filled RFI (Request for Inspection) form including commentary on 'Satisfactory/Unsatisfactory' nature of work completed by Concessionaire

Daily inspection report Proforma as provided in Annexure I

Readings of quality inspection tests witnessed by the Consultant

Minimum 6 high resolution photographs supporting the remarks made by the Consultant in RFI form

Team Leader will be responsible for sending daily emails to NHAI field office

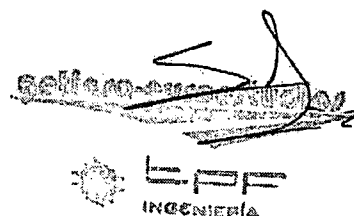
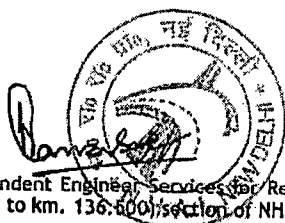
5.4. On a monthly basis, the Independent Engineer shall prepare a **Monthly Inspection Report** in accordance with the format prescribed in Annexure V setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project Highway. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire latest by 7th of every month. Key sections of the Monthly Progress Report are as follows.

S No.	Section	Sub-Sections
1	Executive Summary	1.1 Construction progress in current month
		1.2 Summary of strip plan
		1.3 Detailed strip plan
		1.4 Current issues and recommended actions by IE
2	Project Overview	2.1 Salient Features of the Project
		2.2 Project Milestones
		2.3 Location Map
		2.4 Key Plan
3	Critical issues and Action log	3.1 Pending issues and action log
		3.2 Obligations as per contract
4	Physical Progress	4.1 Detailed physical progress by component
5	Land Acquisition and Clearances	5.1 LA summary
		5.2 LA detail by CALA
		5.3 LA detail by village
		5.4 Manpower with each CALA
		5.5 Clearances summary
		5.6 Status of utility shifting
6	Change of Scope	6.1 Status of pending COS proposals

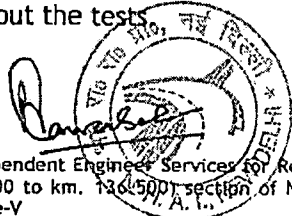


S No.	Section	Sub-Sections
7	Mobilization of Resources	7.1 Resource mobilization by contractor/ concessionaire
8	Financial Progress Details	8.1 Pen picture- Escrow 8.2 Escrow details
9	Summary of quality control tests	9.1 Tests witnessed by IE/AE 9.2 Tests conducted by IE/AE
10	Monitoring of maintenance obligations during construction phase	10.1 Critical issues and action log 10.2 Cumulative defects and deficiencies 10.3 Status of damages
11	Safety features	11.1 Pen picture on safety features at construction site 11.2 Accident report
12	Annexures	Annex 1: Detailed list of physical components as per Schedule G Annex 2 onwards: Additional details provided by IE

5.5. The Inspection Report shall also contain a review of the maintenance of the existing lanes. Condition survey of the existing highway shall be carried with network survey vehicle at the interval of six months to ascertain that the highway is generally in the same condition as reported in the Network Survey Vehicle (NSV) report of DPR consultant as per conditions of the agreement. 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 MORTH (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. The sample size of the tests shall comprise 20% (twenty per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals.



- 5.6. The timing of tests referred to in Paragraph 5.5 and 5.6, 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.
- 5.7. In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 5.8. In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.
- 5.9. 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.
- 5.10. 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
- 5.11. 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
- 5.12. The Independent Engineer shall carry 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 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule-I. The Consultant shall use following equipment in carrying out the tests



S No	Key metrics of Asset	Equipment to be used
1	Surface defects of pavement	Network Survey Vehicle (NSV)
2	Roughness of pavement	Laser Profilometer
3	Strength of pavement	Falling Weight Reflectometer (FWD)
4	Bridges	Mobile Bridge Inspection Unit (MBIU)
5	Road signs and road markings	Retro-reflectometer

5.13. 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

5.14. The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

6. Operation Period

6.1. The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.

6.2. 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

6.3. Visual Inspection of project highway

6.3.1. The Independent Engineer shall carry out visual inspection of entire highway stretch as per the frequency defined in the following table

Nature of defect or deficiency		Frequency of inspection
ROADS		
(a)	Carriageway and paved shoulders	
(i)	Breach or blockade	Daily
(ii)	Pot holes	Daily
(iii)	Cracking	Weekly
(iv)	Rutting	Weekly
(v)	Bleeding/skidding	Weekly

Nature of defect or deficiency		Frequency of inspection
(vi)	Ravelling/Stripping of bitumen surface	Weekly
(vii)	Damage to pavement edges	Weekly
(viii)	Removal of debris	Daily
(b) Hard/earth shoulders, side slopes, drains and culverts		
(i)	Variation by more than 2% in the prescribed slope of camber/cross fall	Weekly
(ii)	Edge drop at shoulders	Weekly
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	Weekly
(iv)	Rain cuts/gullies in slope	Weekly
(v)	Damage to or silting of culverts and side drains during and immediately preceding the rainy season	Weekly
(vi)	Desilting of drains in urban/semi-urban areas	Daily
(c) Road side furniture including road signs and pavement marking		
(i)	Damage to shape or position; poor visibility or loss of retro-reflectivity	Daily
(d) Street lighting and telecom (ATMS)		
(i)	Any major failure of the system	Daily
(ii)	Faults and minor failures	Daily
(iii)	Streetlight with Lux Meter	Weekly
(e) Trees and plantation		
(i)	Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs	Daily
(ii)	Deterioration in health of trees and bushes	Weekly
(iii)	Replacement of trees and bushes	Weekly
(iv)	Removal of vegetation affecting sight line and road structures	Weekly
(f) Rest areas/Wayside amenities		
(i)	Cleaning of toilets	Daily
(ii)	Defects in electrical, water and sanitary installations	Daily
(g)	Toll plaza[s]	

Nature of defect or deficiency		Frequency of inspection
(i)	Failure of toll collection equipment including ETC or lighting	Daily
(ii)	Damage to toll plaza	Weekly
(h)	Other Project Facilities and Approach roads	
(i)	Damage or deterioration in Approach Roads, -[pedestrian facilities, truck lay-bys, bus-bays, bus- shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works]	Daily
(j)	Incident Management	
(i)	Instances of Incident Management as reported including time of call, response time, services rendered and time of clearing of the Highway.	Daily
(ii)	List of the Incident Management Services rendered.	Weekly
BRIDGES		
(a)	Superstructure of bridges	
(i)	Cracks	Weekly
(ii)	Spalling/scaling	Weekly
(b)	Foundations of bridges	
(i)	Scouring and/or cavitation	Weekly
(c)	Piers, abutments, return walls and wing walls of bridges	
(i)	Cracks and damages including settlement and tilting	Weekly
(d)	Bearings (metallic) of bridges	
(i)	Deformation	Weekly
(e)	Joints in bridges	
(i)	Loosening and malfunctioning of joints	Weekly
(f)	Other items relating to bridges	
(i)	Deforming of pads in elastomeric bearings	Weekly
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes	Weekly
(iii)	Damage or deterioration in parapets and handrails	Weekly
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	Weekly
(v)	Damage to wearing coat	Weekly
(vi)	Damages or deterioration in approach slabs, pitching, apron	Weekly

Nature of defect or deficiency		Frequency of Inspection
	toes, floor or guide bunds	
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	Weekly

6.3.2. All elements which have daily inspection frequency shall be inspected weekly as well. Similarly, all elements which have weekly inspection frequency shall be inspected monthly as well.

6.3.3. Daily inspection report format and weekly inspection report format has been provided in Annexure II and III of this document respectively. Manpower which needs to conduct visual inspection and mode of reporting is defined in the following table

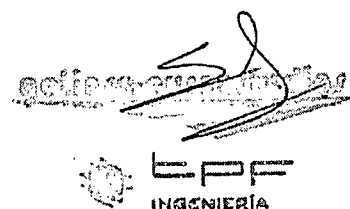
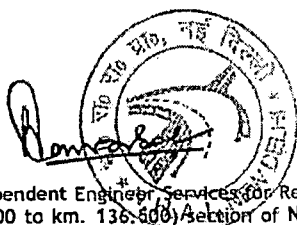
Frequency of inspection	Inspection to be carried out by	Mode of reporting
Daily	Sub-professional staff	Soft copy by Email
Weekly	Key personnel	Soft copy by Email
Monthly	Key personnel	Hard copy and Soft copy

6.3.4. High resolution photographs and video of the highway stretches having defects and/or deficiencies shall be submitted along with Weekly Inspection Report and Monthly Status Report. Summary of key observations around defects and deficiencies in highway stretch shall be reported in Monthly Progress Report and detailed inspection report shall be provided as Annexure to Monthly Progress Report.

6.3.5. The consultant shall also be responsible for inspection and monitoring of Wayside Amenities, ETC (Electronic Toll Collection) and ATMS (Advanced Traffic Management System) and incident management.

6.4. Road conditions surveys

6.4.1. The carrying out of condition surveys will be one of the most important and crucial field tasks under the project. The Independent Engineer shall carry out condition surveys using equipment and following a frequency as defined under



S No	Key metrics of Asset	Equipment to be used	Frequency of condition survey
1	Surface defects of pavement	Network Survey Vehicle (NSV)	At least twice a year (As per survey months defined for the state basis rainy season)
2	Roughness of pavement	Laser Profilometer	At least twice a year (As per survey months defined for the state basis rainy season)
3	Strength of pavement	Falling Weight Reflectometer (FWD)	At least once a year
4	Bridges	Mobile Bridge Inspection Unit (MBIU)	At least twice a year (As per survey months defined for the state basis rainy season)
5	Road signs	Retro-reflectometer	At least twice a year (As per survey months defined for the state basis rainy season)

The first equipment based inspection shall be conducted at the time of completion testing. The other inspections shall be conducted before and after the rainy seasons as per the schedule defined in Annexure IV, except for FWD testing which shall be conducted once a year.

Calibration of equipment, wherever needed, is required to be done in presence of Competent Authority. Once approval of equipment, the settings and a sample data set is provided by Competent Authority, network level data for entire project stretch can be collected. Month of survey for each state has been defined in Annexure IV of this document.

6.4.2. Measurement of pavement surface defects and roughness

- The Independent Engineer shall use Network Survey Vehicles mounted with equipment such as Laser based automatic crack detection , high resolution digital cameras for RoW and pavement, high accuracy DGPS receiver and in vehicle data processing software or better technology to accurately measure following pavement surface properties

Surface defect	Dimensions to be reported
Cracking	Length Width Depth

Surface defect	Dimensions to be reported
Potholes	Area Depth
Raveling	Indicator % Area
Rutting	Depth Width
Concrete Joint/ Faulting	Length
Roughness	IRI in both wheel paths

ii. The following criteria shall be met by the process of defects detection

Measurement of 3D road profile using such technologies as laser scanning or other proven technologies.

Ability to operate (collect data) at different speeds with a minimum speed of 40km/h.

Profile depth accuracy of 0.5mm

Capability for lane tracking to control driver wander' and ensure high repeatability of data between surveys.

Measure at least 3.5m width of highway lane.

Transverse Profile including rut depth measurement of pavement surface widths of both carriageway and shoulders. The rut depth data must be convertible to different straightedge lengths (1.8m to 3.5m) and meet industry standards (ASTM E1703 / E1703M).

Pavement images with capability to automatically identify and rate distresses

Roughness measurement with outputs of both raw longitudinal profiles and International Roughness Index (IRI) calculation shall be reported at least 100m referenced to the preceding Location Reference Post (LRP).

The roughness must meet ASTM-E950 (equivalent to Class I road profiler).

The IRI shall be determined in both wheelpaths.

Ability to record images at user-defined intervals (e.g. every 5, 10m, etc.)

Minimum images resolution of 1600x1200

Outputs must include Standard JPEG image or similar industry standard

Distance resolution of <1mm,

Capable of achieving distance accuracy of 0.1% (i.e. within 1m over 1km distance)

All data outputs should be in a non-proprietary format (e.g. .CSV, .MDB, Excel) and not require specialist software in order to view or format data

Data should also be capable of being easily formatted into data compatible with HDM-4

- iii. The following are the set of deliverables which should be submitted after completion of survey as part of Monthly Progress Report
- Raw data generated from the equipment which are part of Network Survey covering the parameters mentioned in above table. It should also include
 - o Survey ID, Description, Date, Lane
 - o GPS referenced data for GIS mapping
 - Video logging
 - o Pavement imagery (AVI/JPEG)
 - o 360 degree imagery (JPEG)
 - Interpretation report covering summary of entire survey and analysis of defects and deficiencies

6.4.3. Measurement of pavement strength

- i. The Independent Engineer shall carry out structural strength surveys for existing pavements using Falling Weight Deflectometer technique in accordance with the procedure given in IRC:115-2014 (Guidelines for Structural Evaluation and Strengthening of Flexible Road Pavements Using Falling Weight Deflectometer (FWD) Technique) and IRC: 117-2015 (Guidelines for the Structural Evaluation of Rigid Pavement by Falling Weight Deflectometer)
- ii. The interval at which deflection measurements are to be taken up are as per IRC:115-2014. The sample size and the interval of the data to be collected depends on the length of the uniform section calculated and condition of the pavement section i.e 'good', 'fair' and 'poor' for each lane, established on the pavement condition data based on the criterion given in IRC:115-2014. For rigid pavements, the deflection data may be collected at interiors, corners, transverse joints and longitudinal joints in the outer lanes at intervals as specified in IRC:117-2015.
- iii. The following are the set of deliverables which should be submitted after completion of inspection test as part of Monthly Progress Report

Data report covering following parameters

- o Deflection Bowl (Transient Deflections at seven different points)
- o Corrected Elastic Modulus Bituminous E1
- o Corrected Elastic Modulus Granular E2
- o Corrected Elastic Modulus Subgrade E3
- o Subgrade CBR

Interpretation report covering summary of entire survey results and analysis of key parameters

6.4.4. The Independent Engineer shall carry out the condition and structural assessment survey of the bridges in accordance with IRC-SP; 35 with the use of Mobile Bridge Inspection unit (MBIU) or better technology.

- i. The following criteria shall be met by the process of bridge condition assessment

Automatic folding and unfolding of

platform 90 degree rotation of platform

Sufficient safety features to be incorporated such as dedicated power supply, emergency cut off system, etc

Complete access to hidden parts of the bridge by the raters

- ii. Detailed bridge inspection report shall be submitted as per the Inspection Proforma provided in IRC-SP 35

6.4.5. Measurement of retroreflection of road signs

- i. The Independent Engineer shall measure Coefficient of retroreflected luminance R_A (nighttime retroreflection) of road traffic signs using a portable retroreflectometer.

- ii. The following criteria shall be met by the process of roadsigns retroreflection measurement

Measurement of retroreflective signs shall be conducted in accordance with ASTM E1709 and ASTM E2540

Measurement time after pressing trigger shall be less than or equal to 1 sec Observation angle adjustment from 0.2 degrees to 2.0 degrees

Entrance angle adjustment from -45 degrees to +45 degrees

Self-contained commercially available battery

Inbuilt data storage of at least 2,000 measurements so that data transfer requirement is minimized while the survey is being conducted

Interface for transferring data from device to Computer

Built in GPS to capture GPS coordinates of road

sign Range shall be at least 0-2000 cd/lx/m²

- iii. The following are the set of deliverables which should be submitted after completion of survey as part of Monthly Progress Report

System generated coefficient of retroreflected luminance R_A (nighttime retroreflection) of all road signs

Interpretation report covering analysis of road signs falling in different range of R_A and actions to be taken

- 6.5. The Independent Engineer shall carry out following inspections of ETC lanes at toll plazas on a month basis:

(a) Infrastructure:

Availability of civil infrastructure at toll plazas required for installation of ETC systems

Adequacy of hardware, software and other related items as per IHMCL/NHA technical specifications and requirements

b) Operations:

Adherence of various stakeholders (acquirer bank, system integrator, toll operator, issuer bank etc) of the ETC system to the service level agreements

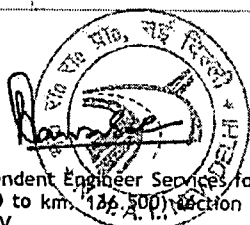
Efficacy of the ETC system (RFID tagging, AVC, WIM etc) in terms of accuracy and uptime

Tracking and reporting toll plaza experience metrics such as average waiting time, transaction times for different modes of payment (RFID, cash, smart cards, QR codes etc) and congestion levels (eg length of queue in different lanes) across 4 different times in a day

Robustness of dispute resolution mechanisms in place for the tag holder and toll operators by the issuer and acquirer banks

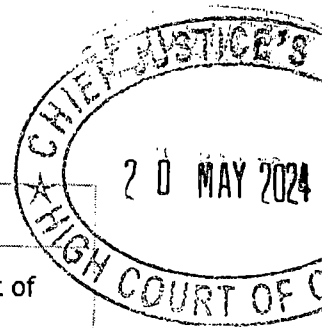
- 6.6. The Independent Engineer shall prepare a Monthly Status Report in O&M phase of project in respect of its duties and functions under this Agreement and in accordance with the format prescribed in Annexure VI. 1st deliverable of the report which is an executive summary to the main report (Section 1) shall be submitted to the Authority and updated on the PMIS and project specific website by 4th of every month. Main report (Section 2 onwards) shall be submitted to the Authority and updated on the PMIS and project specific website by 7th of every month. Key sections of the Monthly Status Report are as follows.

S.No	Sections	Sub sections
1	Executive Summary	1.1 Overall road condition
		1.2 Key reporting metrics
		1.3 Key maintenance activities undertaken



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S.No	Sections	Sub sections
		1.4 Pending issues
		1.5 Recommended actions by AE
		1.6 Strip plan for maintenance
2	Project Overview	2.1 Key project details
		2.2 Location map
		2.3 Key plan
		2.4 Summary of project features
		2.5 RoW availability
3	Critical issues and action taken	3.1 Issue and action log
		3.2 Summary of deficiencies
		3.3 Obligations as per contract
		3.4 Inspection schedule
4	Monthly Inspection Report	4.1 Summary of NCR issued
		4.2 Equipment based inspection report
5	Monitoring of ETC Lanes	5.1 Monthly ETC Report
		5.2 On-ground infrastructure report
		5.3 On ground ETC operations & SLA adherence
5	Status of damages	6.1 Damages for non completion of project facilities
		6.2 Damages for breach of maintenance activities
		6.3 Damages for non completion of major maintenance works
7	Change of Scope proposals	7.1 Change of Scope proposals
8	Status of pending disputes	8.1 Status of pending disputes
9	Reports	9.1 Toll collection statement
		9.2 Accident Report
		9.3 Details of user complaints
		9.4 Encroachment list
		9.5 Lane closure report



S.No	Sections	Sub sections
10	Annexures	Annex I- Detailed visual inspection report of project highway
		Annex II onwards- Additional details provided by AE

- 6.7. The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out or cause to be carried out for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.
- 6.8. 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.
- 6.9. 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.
- 6.10. The Independent Engineer shall examine the request of the Concessionaire for closure of any lane(s) of the carriageway for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor the re-opening of such lane(s), and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.7.
- 6.11. The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4.
- 6.12. In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Project Highway, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.
- 6.13. Upon request of Authority, the Independent Engineer shall carry out minor design works such as design of drainage, blackspot removal design, etc
- 6.14 The Independent Engineer shall undertake traffic sampling, as and when required by the Authority, under and in accordance with Concession 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 Highway for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 38.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Project Highway is such that its repair and rectification would require a larger amount than the sum set forth in Clause 39.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

7.2. The Independent Engineer shall inspect the Project Highway once in every 15(fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire as per Concession Agreement, 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 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. All key personnel and sub professional staff of the Independent Engineer shall use the fingerprint based (biometric) attendance system for marking their daily attendance. Attendance shall be marked at least once a day and anytime during the day. 1 Biometric Attendance System shall be installed by the Independent Engineer at its own cost at the site office in order to facilitate the attendance marking. More systems can be installed near the project highway upto a maximum of 1 system per 50 km in order to encourage frequent visits of project highway by key personnel and sub professional staff. A copy of monthly attendance records shall be attached with

Monthly Status Report. Proper justification shall be provided for cases of absence of key personnel/ sub professional staff which do not have prior approval from Project Director of concerned stretch

- 11.2. The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 11.3. 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.
- 11.4. The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.
- 11.5. 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.
- 11.6. 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 micro film form or in such other medium as may be acceptable to the Authority.

12. Assistance to Authority in review of book of accounts

- 12.1. Upon receipt of copy of books of accounts from Authority, the Independent Engineer shall review the Escrow account statements with respect to the provisions of the Escrow agreement, books of accounts for information pertaining (a) the traffic count (b) Fee determination thereof, and (c) Project costs, and (d) such other information relating or resulting from other duties and functions of Independent Engineer in accordance with the Agreement, as the Authority may reasonably require and submit its report within 10 days.

13. PERFORMANCE CLAUSE

Independent Engineers shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Concession Agreement and other schedules. Any failure of the Independent Consultant in notifying to NHAI and the Concessionaire on non-compliance of the provisions of the Concession Agreement and other schedules by the Concessionaire, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Independent Engineer shall appoint its authorized representative, who shall issue on behalf of the IE, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by NHAI. The IE shall take prior approval of NHAI before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

14. CONSULTANT'S PROPOSAL

14.1. List of key personnel to be fielded by the Consultants shall be as below:

- i. Team Leader Cum Senior Highway Engineer
- ii. Resident cum Highway Engineer
- iii. Bridge/Structural Engineer
- iv. Senior Pavement Specialist
- v. Senior Quality cum Material Expert
- vi. Road Safety Expert

14.2. Broad job-description and minimum qualification for ***** mentioned above is enclosed as **Enclosure-B**. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. The Consultant should feel free to submit their proposal on the basis of the man-months which they consider to be necessary to undertake the assignment. All the CV's of the personals mentioned in Para 5.3 (iii) of Data Sheet shall be evaluated at the time of evaluation of technical proposal. **The age of the Key Personnel should not be more than 65 years on the date of submission of proposal.** Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the NHAI works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Independent Consultant, if the Project is awarded. In case the key personnel leaves the assignment without approval of NHAI, NHAI would be at liberty to take any appropriate action against that key personnel including debarment.

14.3. In addition to above, consultants are required to propose other key personnel, sub-professional staff and other field engineers as detailed in Enclosure-A and the minimum qualification requirements for the same is enclosed in Enclosure-B.

15. PERIOD OF SERVICES

90

15.1. The services of an Independent Engineer will be in phases as per Contract / Concession Agreement.

15.1.1. The appointment of the Independent Engineer shall initially be as per details given below.

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in Enclosure A.

16. PERFORMANCE SECURITY

The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period upto 2 months beyond the expiry of the Contract period . The BG shall be in the format specified in Appendix H of draft contract form and furnished from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank/EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a networth of not less than 500 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the networth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalised Bank in India. In case of JV, the BG shall be furnished on behalf of the JV and not individually by the members.

Alternatively, a single Bank Guarantee to cover for the performance of all projects under NHAI may also be deposited as tabulated below, at the discretion of the consultant, instead of depositing separately again and again. The Consultant may initially provide the Performance Security for a period of two years provided that it shall procure the extension of the validity of the Performance Security at least one month prior to the date of expiry thereof. Once the appropriate single Bank Guarantee for Performance Security has been submitted by the Consultant, the existing BGs shall be returned. The Bank Guarantee be submitted in prescribed Performa.

Performance Security	
Remaining cumulative Value of Consultancy Fee as per Contracts under a Agency (NHAI) (Cr)	BG Value (in Rs. Crores.)
0-20	0.5
20-40	1
40-100	2.50
100-200	4.0
Beyond 200	5.0

Enclosure-A

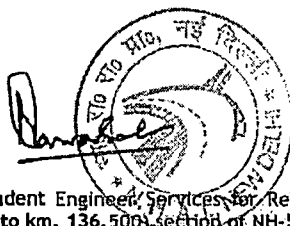
MAN MONTHS INPUT FOR KEY PROFESSIONAL STAFF

**INDEPENDENT ENGINEER
(For project length 0 - 100 km)**

S. No.	Key Personnel	Man-month in Construction period of 30 months	Man-month in Development and O&M period of 18 months
A: Key Personnel			
1.	Team Leader Cum Senior Highway Engineer	30	6
2.	Resident cum Highway Engineer	30	18
3.	Bridge/Structural Engineer	30	6
4.	Senior Pavement Specialist	30	0
5.	Senior Quality cum Material Expert	30	0
6.	Road Safety Expert	10	6
	Sub Total	160	36
	Total for Construction and O&M	196	
B: Sub Professional Staff			
(a)	Survey Engineer	30	8
(b)	Assistant Highway Engineer (2 nos)	2 x 30	1 X 18
(c)	CAD Expert	10	6
(d)	Environmental Engineer	6	0
(e)	Assistant Bridge Engineer	30	0
(f)	Assistant Quality cum Material Engineer (2 nos)	2 x 30	0
(g)	Electrical Engineer	5	2
(h)	HTMS/Toll Expert	2	0

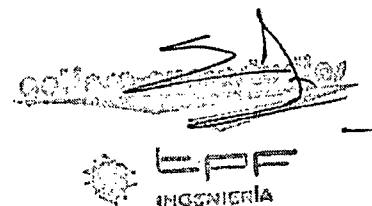
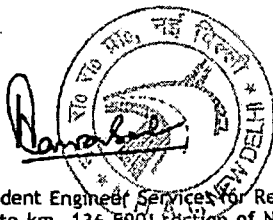
S. No.	Key Personnel	Man-month in Construction period of 30 Months	Man-month in Development and O&M period of 18MonthsS
(i)	Quantity Surveyor	15	3
(j)	Horticulture cum Landscaping Expert	6	12
	Sub Total	224	49
	Total for Construction and O&M	273	

The Financial Expert or Legal expert may be required for the project for specific needs. Their deployment shall be arranged by the consultant on specific requisition from the Authority and the payment shall be made as per the actual deployment. The Financial Expert or Legal expert shall be paid at the rates quoted for Senior Pavement Specialist.



Note: The other inputs like support staff shall be provided by the Consultant of an acceptable type commensurating with the roles and responsibilities of each position.

The Financial Expert or Legal expert may be required for the project for specific needs. Their deployment shall be arranged by the consultant on specific requisition from the Authority and the payment shall be made as per the actual deployment. The Financial Expert or Legal expert shall be paid at the rates quoted for Senior Pavement Specialist.



QUALIFICATION OF KEY PERSONNEL

TEAM LEADER CUM SENIOR HIGHWAY ENGINEER

This is the senior most position and the expert engaged as the team leader shall be responsible for reviewing the entire Project preparation and implementation activities of the Concessionaire. He shall check all the Designs being prepared by the Concessionaire, ensure execution of works on site as per specification and standards, and continuously interact with the NHAI and the Concessionaire. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The candidate is required to be a Senior Highway Engineer, who should have a proven record of supervising, organising and managing of construction of highway projects and also of Project preparation of large magnitudes projects, as defined below, financed by international lending agencies and others. Knowledge of Project management shall be an added advantage.

He should have the following qualification / experience.

1. Essential Qualifications.

- a) Graduate in Civil Engineering from recognized university.
- b) Total Professional Experience of 12 years in handling Highway Projects.
- c) At least 5 years experience as Team Leader/Project Manager or similar capacity in Highway Development Project.
- d) He should have handled as Team Leader/Project Manager or similar capacity of at least two projects in Construction Supervision / IC (of length 40% of project length or more of similar configuration (2/4/6 laning**))
- e) He should have handled as Team Leader or similar capacity of at least two Projects of project Preparation of major highway Project (of length 40% of project length or more of similar configuration (2/4/6 laning**)).
- f) Experience as Team Leader/Project Manager or similar capacity in Operation and Maintenance of Major Highway Projects(of length 40% of project length or more of similar configuration (2/4/6 laning**)).

2. Preferential Qualifications.

- a) Post Graduate Degree in Construction Management/Transportation/Highway Engineering//Structural Engineering/ any specialised stream of Civil Engineering
- b) Highway Development Projects (of length 40% of project length or more of similar configuration (2/4/6 laning**) taken up under PPP.
- c) Degree/Diploma/Certificate in Project Management

Note: (1) Similar Capacity includes the following positions

- i. On behalf of Consultant : Team Leader / Resident Engineer (Construction Supervision/IE).
- ii. On behalf of Contractor : Project Manager (Construction/ Construction Supervision)
- iii. In Government Organizations : Superintending Engineer (or equivalent) and above

(2) Only those projects will be considered for evaluation at Sl. No. 1(d), 1(e) & 1(f) above, where the input of the personnel is 12 months, 9 months and 12 months respectively.

RESIDENT CUM HIGHWAY ENGINEER

The Resident cum Highway Engineer shall be responsible for supervising the works of highway to be constructed by the Concessionaire for this project. He shall also inspect the pavement rehabilitation and repair works to be undertaken by the Concessionaire.

He should have the following qualification / experience.

1. Essential Qualifications.

- a) Graduate in Civil Engineering from a recognized University.
- b) Professional Experience of 10 years in supervision of Highway Projects.
- c) 5 years experience in similar capacity in Highway Development Project.
- d) Should have handled at least 2 major projects(of length 40% of project length or more of similar configuration (2/4/6 laning**) and above).

2. Preferential Qualifications.

- a) Post Graduate Degree in Transportation/Highway Engineering/Structural Engineering/Geotechnical Engineering/any specialised stream of Civil Engineering.
- b) Experience of Highway Project (of length 40% of project length or more of configuration (2/4/6 laning**) and above) of Construction / Construction Supervision on PPP Mode

BRIDGE & STRUCTURAL ENGINEER

The Bridge & Structural Engineer shall be responsible for checking the designs of bridges, ROB, interchanges and any other structure to be constructed in the Project highway and supervising the works of bridges, interchanges and any other structure to be constructed by the Concessionaire for this project. He shall also inspect the bridge rehabilitation and repair works to be undertaken by the Concessionaire. He should have thorough understanding and experience with international 'best practices' of modern bridge construction technology.

He should have the following qualification / experience.

1. Essential Qualifications.

- a) Graduate in Civil Engineering from a recognized University.
- b) Professional Experience of 10 years in handling Highway/Bridge projects.
- c) 5 years experience in Construction / Construction Supervision of bridge / interchange / any other structures.
- d) Experience in similar capacity in supervision of 2 Major Highway Bridges.
- e) Experience in supervision of Rehabilitation and repair of 2 nos Major Bridges.

2. Preferential Qualifications.

- a) Post Graduate Degree in Structural Engineering.
- b) He should have thorough understanding and experience of modern bridge construction technology . viz., Precast Segmental, Balanced Cantilever Construction, Extradosed Bridge, Full Span Launching, Incremental Launching.

SENIOR PAVEMENT SPECIALIST

The expert shall be continuously interacting with the Concessionaire, for the review of highway designs and drawings using sophisticated computer software and also construction and O&M works and to ensure life cycle cost effectiveness and viable design of pavement including appropriate rehabilitation / strengthening of the existing two lane pavement which is significantly distressed. He shall also be responsible for ensuring complete adherence to maintenance standards during Construction and Operation period. Thus, the position requires a pavement specialist with thorough knowledge and understanding of international 'best practices' in the field of Design, Construction and maintenance of flexible/rigid type of pavements including latest Codal stipulations and specifications.

He should have the following qualification / experience.

1. Essential Qualifications.

- a) Graduate in Civil Engineering from a recognized University.
- b) Professional Experience of 10 years in Pavement Design / Pavement Construction / Pavement Maintenance of Highways / Roads / Airfield Runways
- c) Experience of 5 years in similar capacity in Construction / Construction Supervision of 2/4/6 laning** of major highway projects.
- d) Experience as Pavement / Geotechnical Engineer in Construction/Construction Supervision of at least 2 major highway projects(of length 40% of project length or more of similar configuration (2/4/6 laning**) and above).

2. Preferential Qualifications.

- a) Post Graduate Degree in Highway Engineering / Pavement Engineering /Transportation

- b) Experience in similar capacity in Highway Development Project in innovative/non traditional technology and design
- c) Experience as a Pavement Specialist/Pavement Engineer in PPP project(of length 40% of project length or more of similar configuration (2/4/6 laning**) and above).

SENIOR QUALITY/MATERIAL EXPERT

The Quality/Material Expert shall review the test results of bore holes, quarry and borrow area material to find out their strength characteristics and suitability for using them in construction. He shall inspect the Concessionaire's field laboratories to ensure that they are adequately equipped and capable of performing all the specified testing requirements of the contract. He shall look into the quality assurance aspect of the construction works and supervise the setting-up of the various Concessionaire's rock crushers and bituminous mixing plants to ensure that the specified requirements for such equipment are fully met. Experience in latest Quality Management techniques in highway projects shall have added advantage.

He should have the following qualification / experience.

1. Essential Qualifications.

- a) Graduate in Civil Engineering from a recognized University.
- b) Professional Experience of 10 years in handling Highway projects.
- c) Experience of at least 5 years as Senior Quality/ Material Expert or in similar capacity in Construction / Construction Supervision /major highway projects
- d) Experience as Senior Quality/ Material Expert or in similar capacity in handling of at least 2 similar highway projects.(of length 40% of project length or more of similar configuration (2/4/6 laning**) and above)

2. Preferential Qualifications.

- a) Post Graduate Degree in Geotechnical Engineering / Foundation Engineering / Soil Mechanics.
- b) Experience in similar capacity in Highway Development Project in innovative/non traditional technology

ROAD SAFETY EXPERT

Shall be responsible for the overall Road Safety Aspect of the Project. He shall ensure that safety provisions as per relevant codes are strictly followed at site during Construction of Road and also during the Maintenance Period

1. Essential Qualifications.

- a) Graduate in Civil Engineering from a recognized University.
- b) Professional Experience of 10 years in handling Highway projects.

- c) Minimum 5 years experience in Road Safety works of Major Highway Projects (4 / 6 laning projects)
- d) Experience in similar capacity in Road Safety Audit of at least 2 nos 2/4/6 lane** highway / expressway project including 1 nos at design stage
- e) Experience in similar capacity in the field of Road Safety Management Plan.

2. Preferential Qualifications

- a) Post Graduate Degree in Traffic Transportation/Safety Engineering.
- b) Experience in similar capacity in identification and improvement of black spots on Major Highway Project.
- c) Experience in similar capacity in Preparation of Road Safety Management Plan for inter urban Highways.

SUB PROFESSIONAL

SURVEY ENGINEER

The candidate should be Graduate in Civil Engineering Firm may field Survey Engineer with diploma in Civil Engineering/Survey having at least 5 years experience in the field of surveying out of which at least 3 years should be in highway projects and they should have also dealt with at least 1 project of similar nature. This position requires thorough understanding of modern computer based method of surveying with total station digital level etc.

ASSISTANT HIGHWAY ENGINEER

The Candidate should be Graduate in Civil Engineering.

CAD EXPERT

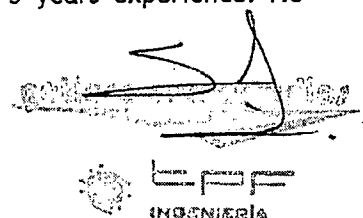
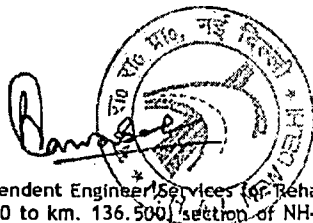
He should be Graduate in Civil Engineering/Computer Science having experience in computer related design method for highway engineering.

ENVIRONMENTAL ENGINEER

The Candidate should be Graduate in Civil Engineering/Environmental Engineering or other relevant qualification. He should have at least 6 years experience out of which 2 years in highway projects. He should have good knowledge of MOEF guidelines/requirements for mitigation measures.

ASSISTANT BRIDGE ENGINEER

The Candidate should be Graduate in Civil Engineering with 3 years experience. He should have handled at least 1 major bridge project.



ASSISTANT QUALITY CUM MATERIAL ENGINEER

The Candidate should be Graduate in Civil Engineering or diploma in Civil Engineering with 3 years experience.

ELECTRICAL ENGINEER

The Candidate should be Graduate in Electrical Engineering from recognised institute. He should have at least 6 years experience

HTMS/TOLLING SYSTEM EXPERT

The candidate should be a senior Systems Engineer having experience of at least 15 Years. He should be an expert in preparation of standards for projects of toll collection and HTMS. He should have bachelors degree in Civil Engineering/Electronics/Computer Science/other relevant areas. He should have experience of international latest practices in the field of HTMS and tolling. He should have work experience on at least 2 similar projects in similar capacity.

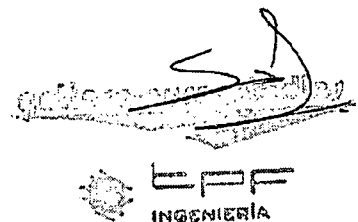
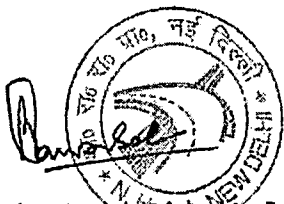
QUANTITY SURVEYOR

He should be Graduate or equivalent in Civil Engineering having Min. 5 years of professional experience in preparation of highway project estimates. He should have Min. 3 years experience in Preparation of Bill of Quantities/estimates for major highway projects costing Rs.100 Crore or above.

HORTICULTURE CUM LANDSCAPING SPECIALIST

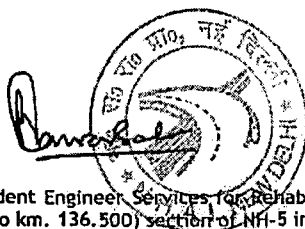
He should be a Graduate in Agriculture with specialization in Horticulture/Arboriculture having minimum 5 year of field experience in Horticulture/Arboriculture and landscaping. He should have minimum 5 years field experience.ss

Note: Upto 2 sub-professional can be a fresh graduate (zero/ less than minimum required work experience) with first class in graduation stream. Eligibility requirement in terms of minimum years of experience shall not be applicable for this sub professional.



Annexure I- Daily Inspection Report in construction period

Component	Item Description	Description of inspection work carried out	Results of lab tests conducted (Test conducted, Pass/Fail)	Name of key personnel inspecting the work
1. Road works including culverts, and minor bridges	Embankment/ Sub Grade/ GSB/ WMM/ DBM/ BC			
2. Major Bridge works, Flyovers, ROB, RUB, VUP, PUP	Foundation/ Sub structure/ Super structure			
3. Approach to ROB/RUB/ Major Bridges/ Viaduct / RE wall	Foundation/ Sub structure/ Super structure			
4. Other Works				



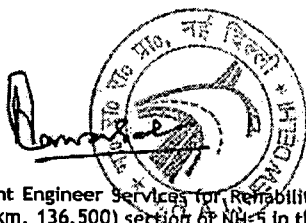
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Annexure II- Daily Inspection Report in O&M period

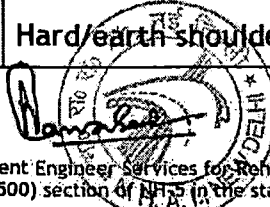
Nature of defect/ deficiency	Defect found (Yes/No)	If defect found, Chainage & side	Compliance of previous defect (Yes/No/NA)	IE Remarks
ROADS				
Carriageway and paved shoulders				
Breach or blockade				
Pot holes				
Removal of debris				
Hard/earth shoulders, side slopes, drains and culverts				
Desilting of drains in urban/semi-urban areas				
Road side furniture including road signs and pavement marking				
Damage to shape or position; poor visibility or loss of retro-reflectivity				
Street lighting and telecom (ATMS)				
Any major failure of the system				
Faults and minor failures				
Trees and Plantation				
Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs				


Nature of defect/ deficiency	Defect found (Yes/No)	If defect found, Chainage & side	Compliance of previous defect (Yes/No/NA)	IE Remarks
Rest areas				
Cleaning of toilets				
Defects in electrical, water and sanitary installations				
Toll plaza[s]				
Failure of toll collection equipment including ETC or lighting				
Other Project Facilities and Approach roads				
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]				



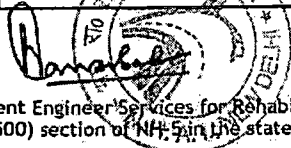
Annexure III- Weekly Inspection Report in O&M period

Nature of defect or deficiency		Defect found (Yes/No)	If defect found, Chainage & side	Compliance of previous defect (Yes/No/NA)	IE Remarks
ROADS					
(a)	Carriageway and paved shoulders				
(i)	Breach or blockade				
(ii)	Roughness value exceeding 2,500 mm in a stretch of 1 km (as measured by a standardised roughometer/bump integrator)				
(iii)	Pot holes				
(iv)	Cracking in more than 5% of road surface in a stretch of 1 km				
(v)	Rutting exceeding 10 mm in more than 2% of road surface in a stretch of 1 km (measured with 3 m straight edge)				
(vi)	Bleeding/skidding				
(vii)	Ravelling/Stripping of bitumen surface exceeding 10 sq m				
(viii)	Damage to pavement edges exceeding 10 cm				
(ix)	Removal of debris				
(b)	Hard/earth shoulders, side slopes,				

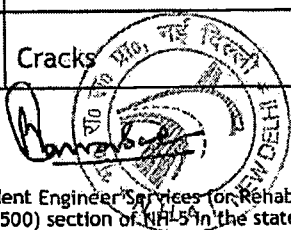



 Engineer in Charge
 ENGINEERING

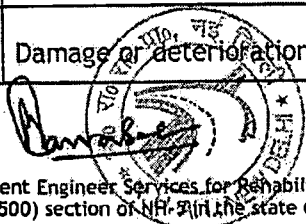
Nature of defect or deficiency		Defect found (Yes/No)	If defect found, Chainage & side	Compliance of previous defect (Yes/No/NA)	IE Remarks
	drains and culverts				
(i)	Variation by more than 2% in the prescribed slope of camber/cross fall				
(ii)	Edge drop at shoulders exceeding 40 mm				
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes				
(iv)	Rain cuts/gullies in slope				
(v)	Damage to or silting of culverts and side drains during and immediately preceding the rainy season				
(vi)	Desilting of drains in urban/semi-urban areas				
(c)	Road side furniture including road signs and pavement marking				
(i)	Damage to shape or position; poor visibility or loss of retro-reflectivity				
(d)	Street lighting and telecom (ATMS)				
(i)	Any major failure of the system				
(ii)	Faults and minor failures				
(e)	Trees and plantation				
(i)	Obstruction in a minimum head-room of 5m above carriageway or obstruction				

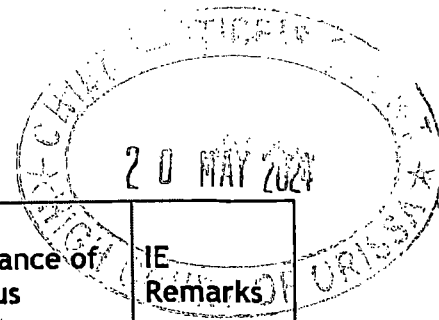


Nature of defect or deficiency		Defect found (Yes/No)	If defect found, Chainage & side	Compliance of previous defect (Yes/No/NA)	IE Remarks
	in visibility of road signs				
(ii)	Deterioration in health of trees and bushes				
(iii)	Replacement of trees and bushes				
(iv)	Removal of vegetation affecting sight line and road structures				
(f)	Rest areas				
(i)	Cleaning of toilets				
(ii)	Defects in electrical, water and sanitary installations				
(g)	Toll plaza[s]				
(i)	Failure of toll collection equipment including ETC or lighting				
(ii)	Damage to toll plaza				
(h)	Other Project Facilities and Approach roads				
(i)	Damage or deterioration in Approach Roads, - [pedestrian facilities, truck lay-bys, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works]				
BRIDGES					
(a)	Superstructure of bridges				
(i)	Cracks				

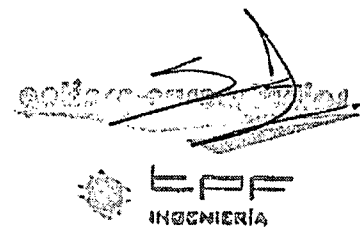
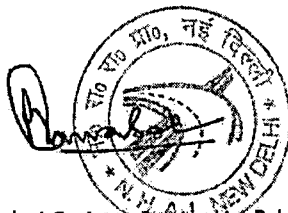


Nature of defect or deficiency		Defect found (Yes/No)	If defect found, Chainage & side	Compliance of previous defect (Yes/No/NA)	IE Remarks
(ii)	Spalling/scaling				
(b)	Foundations of bridges				
(i)	Scouring and/or cavitation				
(c)	Piers, abutments, return walls and wing walls of bridges				
(i)	Cracks and damages including settlement and tilting				
(d)	Bearings (metallic) of bridges				
(i)	Deformation				
(e)	Joints in bridges				
(i)	Loosening and malfunctioning of joints				
(f)	Other items relating to bridges				
(i)	Deforming of pads in elastomeric bearings				
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes				
(iii)	Damage or deterioration in parapets and handrails				
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches				
(v)	Damage to wearing coat				
(vi)	Damage or deterioration in				





Nature of defect or deficiency		Defect found (Yes/No)	If defect found, Chainage & side	Compliance of previous defect (Yes/No/NA)	IE Remarks
	approach slabs, pitching, apron, toes, floor or guide bunds				
(vii)	Growth of vegetation affecting the structure or obstructing the waterway				

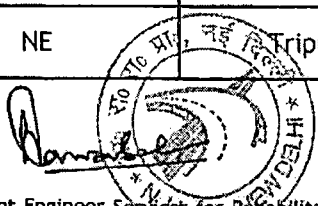


Annexure IV- Month of survey for equipment based road condition assessment

Equipment based road inspection shall be done by the Consultant twice a year as per the month of the year defined in the following table.

However, since the first survey shall be conducted at the time of completion testing, the following modification to the schedule shall be adopted. For example, if majority of highway length (>50%) passes through a state, where defined survey months are May and November, if completion testing is conducted in April, then the first equipment based survey shall be conducted in the month of April. This shall be considered as the equipment based survey to be conducted in the month of May. The 2nd equipment based survey shall be conducted in the month of November, the 3rd survey shall be conducted in the month of May and so on. As regards FWD, the first test/survey shall be conducted at the time of completion in April. The 2nd test/survey shall be conducted in April of next year and so on.

Region	State	Survey before rains	Survey after rains
East	Bihar	May	Nov
East	Chhattisgarh	May	Nov
East	Jharkhand	May	Nov
East	Orissa	May	Nov
East	West Bengal	May	Nov
Central	Madhya Pradesh	May	Nov
NE	Arunachal Pradesh	Mar	Oct
NE	Assam	Mar	Oct
NE	Manipur	Mar	Oct
NE	Meghalaya	Mar	Oct
NE	Mizoram	Mar	Oct
NE	Nagaland	Mar	Oct
NE	Sikkim	Mar	Oct
NE	Tripura	Mar	Oct



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Region	State	Survey before rains	Survey after rains
North	Chandigarh	May	Nov
North	Delhi	May	Nov
North	Haryana	May	Nov
North	Himachal	May	Nov
North	Jammu And Kashmir	May	Nov
North	Punjab	May	Nov
North	Uttar Pradesh	May	Nov
North	Uttaranchal	May	Nov
South	Andaman And Nicobar Islands	Apr	Nov
South	Andhra Pradesh	Apr	Nov
South	Karnataka	Apr	Nov
South	Kerala	Apr	Nov
South	Pondicherry	Jun	Jan
South	Tamil Nadu	Jun	Jan
West	Dadar Nagar Haveli	Apr	Oct
West	Daman And Diu	Apr	Oct
West	Goa	May	Nov
West	Gujarat	Apr	Oct
West	Maharashtra	May	Nov
West	Rajasthan	Apr	Oct

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Annexure V - Monthly Progress Report in Construction Phase

-145-

ANNEXURE - 6



TEST REPORT OF NON DESTRUCTIVE TEST

SUBMITTED TO :

M/s. Dilip Buildcon Limited.
Village- Samariapur, New Jyoti Convent
School Bhadrak Odisha-756100 (India).

Site Name: "Six Laning of Chandikhole to
Bhadrak Section NH-16"



Report No.: 20191107007

Date of Testing: 07.11.2019

Date of Issue: 20.11.2019

2019

SUBMITTED BY

BALAJI SCIENTIFIC LABORATORIES
2K-18, NIT, FARIDABAD (HARYANA)

Phone No. 0129- 4158567, 9811118847
E mail: bslindia2006@gmail.com



ATTESTED TO BE TRUE COPY



BALAJI

SCIENTIFIC LABORATORIES

Laboratory : 2K-18, N.I.T. Faridabad - 121001 (Haryana)

Mobile No. : 9811118847, Ph: 0129-4158567

E-mail : bsindia2006@gmail.com



REPORT OF NDT INVESTIGATION FOR

"SIX LANEING OF CHANDIKHOLE TO BHADRAK SECTION NH-16

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4.	Reference & Abbreviation	4
5.	Chainage 79+679 MJB	5
	• Lab Investigation	6
	• Site Photo	7-9
	• Field data	10-11



SIX LANEING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5 (NEW NH-16)





BALAJI

SCIENTIFIC LABORATORIES

Laboratory : 2K-18, N.I.T. Faridabad - 121001 (Haryana)

Mobile No. : 9311118847, Ph: 0129-4158567

E-mail : bslindia2006@gmail.com

NON-DESTRUCTIVE TESTING OF DILIP BUILDCON LIMITED.

1.0 INTRODUCTION:

The testing of the Structures was undertaken by Balaji Scientific Laboratories for testing purpose. The Non-destructive Testing difference structure (MNB, MJB, PUP) at difference change located at Six-Laning of Chandikhole to Bhadrak section NH-16

2.0 OBJECTIVES:

Objective of the study is to examine the uniformity, Grade of Concrete and strength of concrete

3.0 METHODOLOGY:

The following Non-destructive instruments were used to observe the various parameters of the Structure. A brief of these instruments is discussed below.

All the observations with the following NDT instruments were recorded at the following test locations.

(a) 79 +679 MJB



SIX LANING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5(NEW NH-16)



Page 2



BALAJI

SCIENTIFIC LABORATORIES

Laboratory : 2K-18, N.I.T. Faridabad - 121001 (Haryana)
Mobile No. : 9811118847, Ph: 0129-4158567
E-mail : bsllndia2006@gmail.com

4.1 Rebound Hammer

The concrete rebound test hammer is intended for non destructive testing of the quality of concrete in the finished structure (ordinary building and bridge construction). When testing, the "Rebound Number" is measured which depends on the strength of the mortar (concrete without coarse aggregate particles) close to the surface. Since the strength of the mortar as a rule determines the strength of the concrete, the rebound number gives an indication of the strength of the concrete.

4.2 Ultrasonic Pulse Velocity Test

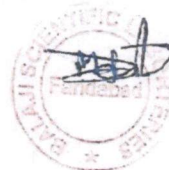
The non destructive evaluation method adopted for detecting the weak zones and accessing the overall quality of concrete by using Ultrasonic Pulse Velocity.

The ultrasonic pulse velocity of concrete is mainly related to its density and modules of elasticity. This in turn depends upon the materials & mix proportions used in making concrete as well as methods of placing, compaction and curing of concrete for example, if concrete is not thoroughly compacted, or if there is segregation of concrete during pulse velocity will be lower, although the same materials and mix proportions are used.

The underlying principle of assessing the quality from ultrasonic pulse velocity method is that, comparatively higher pulse velocities are obtained when "quality" of concrete in terms of density, homogeneity and uniformity is good.

Since actual value of pulse velocity obtained depends on a number of parameters, any criterion as above for assessing the quality of concrete on basis of pulse velocity can be held satisfactory only to general extent. However, when the comparison is made amongst different parts of structure, which have been built at same time with supposedly similar materials, construction practices and supervision, the assessment of quality becomes more meaningful and reliable.

SIX LANING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5(NEW NH-16)





BALAJI

SCIENTIFIC LABORATORIES

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Mobile No. : 9811118847, Ph: 0129-4158567

E-mail : bslandia2006@gmail.com

References & Abbreviation

1. IS: 13311 (P-1) 1992 for ultrasonic pulse velocity(UPV)
2. IS: 13311 (P-2) 1992 for Rebound Hammer.(RH)
3. A – Abutment
4. G-Girder
5. P-Pier
6. S-Slab

SIX LANE OF CHANDIKHOLE - BHADRAK SECTION OF NH-5(NEW NH-16)





BALAJI

SCIENTIFIC LABORATORIES

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MAJOR BRIDGE

CHAINAGE

79+679

CHANDIKHOLE TO BHADRAK

(NH-16)

(Page No. 5 to 11)



SIX LANEING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5(NEW NH-16)



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SCIENTIFIC LABORATORIES

Laboratory : 2K-18, N.I.T. Faridabad - 121001 (Haryana)

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E-mail : bslindia2006@gmail.com

5.0 LABORATORY INVESTIGATION

A) Rebound Hammer Test, Ultrasonic Pulse Velocity Test & Core Test:

Sr. No.	LOCATION	REBOUND HAMMER AVG. VALUE	EQUILENT CUBE STRENGTH (N/mm ²)	ULTRASONIC PULSE VELOCITY (km/second)	CONCRETE QUALITY GRADING As Per IS 13311 (Part-1) Table -2	CORE EQUILENT CUBE STRENGTH (N/mm ²)
1	79+679 MJB RS G-1	40	41	4.3	Good	
2.	79+679 MJB RS G-2	40	41	3.8	Good	
3.	79+679 MJB RS G-3	43	47	3.9	Good	
4.	79+679 MJB RS G-4	43	47	3.9	Good	
5.	79+679 MJB RS G-5	43	47	3.9	Good	
6.	79+679 MJB RS A-1	42	45	3.8	Good	35.5
7.	79+679 MJB RS P- cap	39	39	3.9	Good	
8.	79+679 MJB RS P- cap	39	39	4.0	Good	
9.	79+679 MJB RS P-1	39	39	3.8	Good	
10.	79+679 MJB RS P-2	39	39	3.9	Good	
11.	79+679 MJB RS P-3	38	38	3.9	Good	
12.	79+679 MJB RS A-2	39	39	3.6	Good	

SIX LANING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5 (NEW NH-16)

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B) SITE PHOTO'S



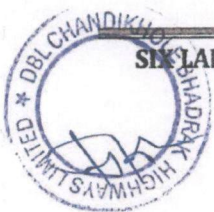
SIX LANEING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5(NEW NH-16)





SIX LANING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5(NEW NH-16)





SEALING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5(NEW NH-16)





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SCIENTIFIC LABORATORIES

Laboratory : 2K-18, N.I.T. Faridabad - 121001 (Haryana)

Mobile No. : 9811118847, Ph: 0129-4158567

E-mail : bsllindia2006@gmail.com

C) DATA SHEET

Balaji Scientific Laboratories
2k-18, NIT Faridabad
(Non-Distractive Test)

Name of Client: National Highway Authority of India

Address: _____

Name of Contractor: Dilip Buildcon Ltd.

Name of Project: Six-laning of Chandikhole to Bhadrak section NH-16

Date of Testing: 7/11/2019

Date of Casting: _____

Protocol Used:- IS: 13311 (P-1 & 2)

Location	RM Riding										UPV		
	Direction	1	2	3	4	5	6	7	8	9	Avg. No.	Made of Direction	Distance mm
714679 MTR	G ₁	34	46	42	28	36	46	→					100
792679 MTR	G ₂	38	40	42	40	38	40	→					200
792674 MTR	G ₃	41	46	48	40	36	40	→					200
214629 MTR	G ₄	40	40	46	46	40	42	→					200
292674 MTR	G ₅	42	40	40	46	40	44	→					200
392679 MTR	G ₆	40	42	42	40	44	42	→					200
4	P ₁	38	38	40	38	44	38	→					200
4	P ₂	38	38	40	40	38	42	→					200

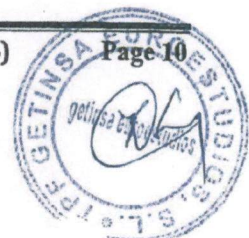
Signature of Client

Signature of Contractor

Tested By

7/11/2019

SIX LANING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5(NEW NH-16)





BALAJI

SCIENTIFIC LABORATORIES

Laboratory : 2K-18, N.I.T. Faridabad - 121001 (Haryana)

Mobile No. : 9811118847, Ph: 0129-4158567

E-mail : bsllndia2006@gmail.com

Balaji Scientific Laboratories
2k-18, NIT Faridabad
(Non-Distractive Test)

Name of Client: National Highway Authority of India

Address:

Name of Contractor: Delip Builders Ltd.

Name of Project: Six Lanning of Chandikhole to Bhadrak Section NH-16

Date of Testing: 7/11/2019 Date of Casting:

Location	RH Riding										Avg. No.	UPV			
	Direction	1	2	3	4	5	6	7	8	9		Mode of Direction	Distance mm	Time	UPV
79+679MSB	P-1	38	40	38	36	40	40	→					200	524	
79+679MSB	P-2	40	40	40	36	40	38	→					200	517	
"	P-3	40	38	36	38	38	40	→					200	509	
"	A-2	38	38	38	40	40	38	→					200	551	

[Signature]
Signature of Client

[Signature]
Signature of Contractor

[Signature]
Tested By

SIX LANING OF CHANDIKHOLE - BHADRAK SECTION OF NH-5(NEW NH-16)



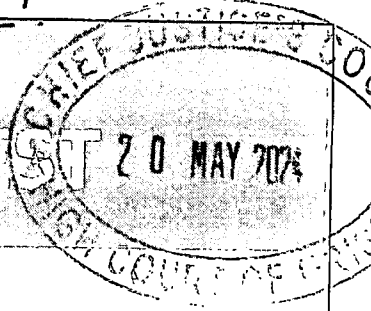
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Adv



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ANNEXURE -7

TEST REPORT OF NDT TEST



SUBMITTED TO :

M/s. Dilip Buildcon Limited.
Village- Samariapur, Near Jyoti Convent
School Bhadrak Odisha- 756100, India.

Project: Rehabilitation and Up-gradation of Six-laning of
Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km
62.000 to Km 136.500 in the State of Odisha to be executed on
Hybrid Annuity Mode under NHDP Phase-V.

REPORT NO. : 20220526004

Date of Testing: 26.05.2022 to 05.06.2022

Date of Issue- 10.06.2022

2022

SUBMITTED BY

BALAJI SCIENTIFIC LABORATORIES

2K-18, NIT, FARIDABAD (HARYANA)

Phone No. 0129-4158567, 9811118847

E-mail: bsindia2006@gmail.com

Am
ADV ATTESTED TO BE TRUE COPY

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2K-18 NIT FARIDABAD

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REPORT OF NDT INVESTIGATION FOR M/s DILIP BUILDCON LIMITED.

CONTENTS

<u>Sr. No.</u>	<u>CHAPTER</u>	<u>PAGE No.</u>
1.0	Introduction	2
2.0	Objectives of Investigation	2
3.0	Methodology	2
4.0	Reference	3
5.0	Lab Investigation	4-29
5.0	Field Investigation	30-129
5.0	Photo	130-139
6.0	Calibration	140-141

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

M/s Dilip Buildcon Ltd.

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2K-18 NIT FARIDABAD

NON-DESTRUCTIVE TESTING

1.0 INTRODUCTION:

The testing of the MNB, Flyover, VUP, PUP, CUP, MJB was undertaken by Balaji Scientific Laboratories for testing purpose. The Non-destructive Testing

2.0 OBJECTIVES:

Objective of the study is to examine the uniformity and strength of concrete and state of corrosion of reinforcement.

3.0 METHODOLOGY:

The following Non-destructive instruments were used to observe the various parameters of the Girder. A brief of these instruments is discussed below.

All the observations with the following NDT instruments were recorded at the following test

4.1 Rebound Hammer

The concrete rebound test hammer is intended for non destructive testing of the quality of concrete in the finished structure (ordinary building and bridge construction). When testing, the "Rebound Number" is measured which depends on the strength of the Moreetar (concrete without coarse aggregate particles) close to the surface. Since the strength of the Moreetar as a rule determines the strength of the concrete, the rebound number gives an indication of the strength of the concrete.

4.2 Ultrasonic Pulse Velocity Test

The non destructive evaluation method adopted for detecting the weak zones and accessing the overall quality of concrete by using Ultrasonic Pulse Velocity.



BALAJI SCIENTIFIC LABORATORIES -160-

2K-18 NIT FARIDABAD

The ultrasonic pulse velocity of concrete is mainly related to its density and modules of elasticity. This in turn depends upon the materials & mix proportions used in making concrete as well as methods of placing, compaction and curing of concrete for example, if concrete is not thoroughly compacted, or if there is segregation of concrete during pulse velocity will be

lower, although the same materials and mix proportions are used.

The underlying principle of assessing the quality from ultrasonic pulse velocity method is that, comparatively higher pulse velocities are obtained when "quality" of concrete in terms of density, homogeneity and uniformity is good.

Since actual value of pulse velocity obtained depends on a number of parameters, any criterion as above for assessing the quality of concrete on basis of pulse velocity can be held satisfactory only to general extent. However, when the comparison is made amongst different parts of structure, which have been built at same time with supposedly similar materials, construction practices and supervision, the assessment of quality becomes More meaningful and reliable.

References

1. IS: 516(Part 5/Sec-4):2020 for Rebound Hammer.
2. IS: 516(Part 5/Sec-1):2018 for Ultrasonic Pulse Velocity.



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2K-18 NIT FARIDABAD

5.0

LABORATORY INVESTIGATION

5.1

Rebound Hammer & Ultrasonic pulse velocity test

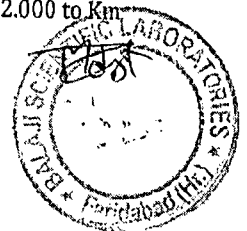
The Rebound hammer values (RHV) obtained on the identified members and statistical parameters evaluated are given below:

REPORTING OF RESULTS														
Sr. No.	Location	Direction	Rebound Hammer Reading							Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec. e.)	Concrete Quality Grading
A. Chainage No-62+105 MNB S/R (LHS)														
1.	A-1	→	50	52	48	50	48	48	49	60	500	4.62	Excellent	
2.	P-1	→	48	52	50	48	52	54	51	64	500	4.49	Good	
3.	P-2	→	50	52	50	48	50	52	50	62	500	4.36	Good	
4.	A-2	→	50	48	50	52	50	50	50	62	500	4.48	Good	
B. Chainage No-62+105 MNB S/R (RHS)														
5.	A-1	→	48	50	52	50	56	54	52	66	500	4.82	Excellent	
6.	P-1	→	52	52	50	48	52	54	51	64	500	4.90	Excellent	
7.	P-2	→	54	56	54	56	54	52	54	70	500	4.49	Good	
8.	A-1	→	50	48	46	50	48	48	48	58	500	4.52	Excellent	
C. Chainage No- 62+105 MNB LHS (Widening) (MCW)														
9.	A-1	→	48	52	50	46	50	52	50	62	500	4.39	Good	
10.	P-1	→	50	50	52	50	50	52	51	64	500	4.49	Good	
11.	P-2	→	48	48	48	50	52	50	49	60	500	4.35	Good	
12.	A-2	→	50	52	50	50	54	52	52	66	500	4.62	Excellent	
D. Chainage No-67+050 MNB LHS (MCW) (Widening)														
13.	A-1	→	48	50	50	52	50	54	51	64	500	4.61	Excellent	
14.	P-1	→	50	52	54	56	50	48	52	66	500	4.72	Excellent	
15.	A-2	→	50	50	50	54	50	48	50	62	500	4.81	Excellent	
16.	Slab	↑	52	54	56	54	56	54	54	62	500	4.48	Good	
17.	Slab	↑	54	56	54	56	54	52	54	62	500	4.91	Excellent	
E. Chainage No-67+623 VUP LHS (MCW)														
18.	A-1	→	48	52	50	52	50	52	51	64	500	4.62	Excellent	
19.	A-2	→	50	50	52	56	50	48	51	64	500	4.57	Excellent	
20.	Slab	↑	54	56	54	50	56	52	54	62	500	4.49	Good	
F. Chainage No-67+623 VUP RHS (MCW)														
21.	A-1	→	48	50	52	52	56	50	51	64	500	4.49	Good	
22.	A-2	→	50	52	52	56	54	52	53	68	500	4.53	Excellent	
23.	Slab	↑	54	50	54	52	56	50	53	60	500	4.63	Excellent	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

M/s Dilip Buildcon Ltd.

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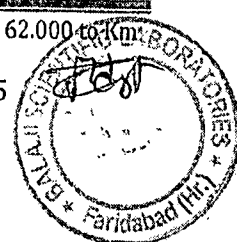
REPORTING OF RESULTS

REPORTING OF RESULTS														
Sr. No.	Location	Direction	Rebound Hammer Reading							Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec)	Concrete Quality Grading
G. Chainage No-69+229 Flyover LHS														
24.	A-1	→	50	50	50	48	50	52	50	62	500	4.62	Excellent	
25.	P-2	→	50	48	52	50	52	50	50	62	500	4.51	Excellent	
26.	G-1	→	52	54	56	54	54	54	54	70	500	4.32	Good	
27.	G-2	→	52	50	50	56	54	52	52	66	500	4.46	Good	
28.	G-3	→	56	54	52	56	54	50	54	70	500	4.52	Excellent	
29.	G-4	→	50	52	56	54	52	56	53	68	500	4.61	Excellent	
H. Chainage No-69+229 Flyover RHS														
30.	P-1	→	48	50	52	50	52	50	50	62	500	4.65	Excellent	
31.	P-2	→	50	56	46	48	52	50	50	62	500	4.44	Good	
32.	G-1	→	50	56	54	56	54	52	54	70	500	4.46	Good	
33.	G-2	→	56	54	56	54	56	52	55	70	500	5.00	Excellent	
34.	G-3	→	50	54	52	50	56	54	53	68	500	4.81	Excellent	
35.	G-4	→	56	54	56	52	50	56	54	70	500	4.72	Excellent	
I. Chainage No-70+545 VUP RHS														
36.	A-1	→	48	50	50	52	50	50	50	62	500	4.61	Excellent	
37.	A-2	→	50	48	46	50	46	48	48	58	500	4.49	Good	
38.	Slab	↓	48	50	46	46	44	50	47	62	500	4.46	Good	
J. Chainage No-70+545 VUP LHS														
39.	A-1	→	48	46	52	50	50	50	49	60	500	4.52	Excellent	
40.	A-2	→	46	50	50	50	46	50	49	60	500	4.59	Excellent	
41.	Slab	↓	48	50	52	54	50	48	50	68	500	4.36	Good	
K. Chainage No-71+490 MJB Center														
42.	A-1	→	46	48	52	50	50	52	50	62	500	4.61	Excellent	
43.	P-1	→	50	50	48	50	50	48	49	60	400	5.00	Excellent	
44.	P-2	→	52	50	52	54	56	54	53	68	500	4.98	Excellent	
45.	P-3	→	54	56	52	50	48	56	53	68	500	4.95	Excellent	
46.	P-4	→	52	50	50	52	50	48	50	62	400	4.73	Excellent	
47.	P-5	→	50	48	50	50	48	50	49	60	450	4.87	Excellent	
48.	P-6	→	52	56	54	54	52	50	53	68	500	4.75	Excellent	
49.	P-7	→	50	50	52	50	48	48	50	62	500	4.65	Excellent	
50.	P-8	→	52	50	52	50	54	50	51	64	450	4.53	Excellent	
51.	A-2	→	50	52	50	48	50	50	50	62	500	4.65	Excellent	
52.	P-14	→	52	50	50	50	48	48	50	62	500	4.70	Excellent	
53.	P-15	→	50	50	48	46	52	54	50	62	500	4.48	Good	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

M/s Dilip Buildcon Ltd.

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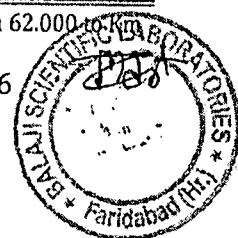
REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec c.)	Concrete Quality Grading
54.	A-1+P-15 G-1	→	54	54	56	58	54	52	55	70	500	5.00	Excellent
55.	G-2	→	56	54	56	54	54	52	54	68	500	5.03	Excellent
56.	G-3	→	52	54	56	56	54	50	54	68	500	5.41	Excellent
57.	G-4	→	52	56	54	56	56	56	55	70	500	5.08	Excellent
58.	A-2+P-15 Slab	↓	46	48	50	46	46	46	47	62	500	4.81	Excellent
59.	P-13+14 Slab	↓	46	50	44	46	44	48	46	60	400	4.49	Good
60.	P-12×13 Slab	↓	50	52	50	46	48	48	49	66	500	4.52	Excellent
61.	P-12-11 Slab	↓	48	50	50	46	46	44	47	62	450	4.63	Excellent
62.	P-14+15 Slab	↓	48	50	48	48	48	48	48	64	400	4.50	Excellent
L. Chainage No-72+660 VUP LHS													
63.	A-1	→	48	50	52	50	52	50	50	62	500	4.46	Good
64.	A-2	→	50	52	50	48	50	48	50	62	500	4.65	Excellent
65.	Slab	↑	48	50	54	54	54	56	53	60	500	4.81	Excellent
M. Chainage No-72+660 VUP RHS													
66.	A-1	→	48	50	50	48	46	50	49	60	500	4.65	Excellent
67.	A-2	→	50	52	50	52	48	48	50	62	500	4.72	Excellent
68.	Slab	↑	54	56	56	50	50	52	53	60	500	4.48	Good
N. Chainage No-73+120 PUP LHS													
69.	A-1	→	48	50	50	52	50	48	50	62	500	4.61	Excellent
70.	A-2	→	50	52	50	46	50	52	50	62	500	4.49	Good
71.	Slab	↑	54	52	54	50	56	50	53	60	500	4.52	Excellent
O. Chainage No-73+120 PUP RHS													
72.	A-1	→	48	50	52	50	56	56	52	66	500	4.62	Excellent
73.	A-2	→	50	52	50	52	50	48	50	62	500	4.48	Good
74.	Slab	↑	48	46	52	50	52	56	51	64	500	4.29	Good
P. Chainage No-74+150 PUP LHS													
75.	A-1	→	48	50	52	50	52	50	50	62	500	4.49	Good
76.	A-2	→	50	50	48	50	50	56	51	64	500	4.48	Good
77.	Slab	↑	52	54	52	54	50	54	53	60	500	4.31	Good
Q. Chainage No-74+150 PUP RHS													
78.	A-1	→	48	50	52	52	50	50	50	62	500	4.62	Excellent
79.	A-2	→	48	48	50	50	56	54	51	64	500	4.59	Excellent
80.	Slab	↑	50	54	56	56	54	52	54	62	500	4.63	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

M/s Dilip Buildcon Ltd.

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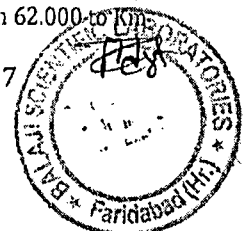
REPORTING OF RESULTS

REPORTING OF RESULTS													
Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec e.)	Concrete Quality Grading
R.	Chainage No-75+384 LHS (MNB S/Road)												
81.	A-1	→	52	50	50	48	50	50	50	62	500	4.61	Excellent
82.	P-1	→	48	52	50	50	48	52	50	62	500	4.75	Excellent
83.	P-2	→	50	50	50	52	50	52	52	66	500	4.58	Excellent
84.	P-3	→	50	52	52	52	54	50	52	66	500	4.61	Excellent
85.	P-4	→	48	50	50	48	50	52	50	62	500	4.31	Good
86.	A-2	→	50	54	54	52	50	50	52	66	500	4.81	Excellent
87.	A1 P1 Slab	↑	54	52	54	50	52	54	53	60	500	4.44	Good
88.	P1+P2 Slab	↑	54	56	54	52	50	52	53	60	500	4.49	Good
89.	P2+P3 Slab	↑	52	56	54	52	50	54	53	60	500	4.43	Good
90.	P3+P4 Slab	↑	50	52	54	50	50	50	51	56	500	4.46	Good
91.	P4 A1 Slab	↑	54	56	50	52	50	54	53	60	500	4.52	Excellent
S.	Chainage No-76+177 MJB LHS												
92.	A-1	→	48	50	52	50	52	56	51	64	500	4.61	Excellent
93.	P-1	→	50	50	48	46	48	46	48	58	500	4.62	Excellent
94.	P-2	→	50	51	54	54	52	56	53	68	500	4.44	Good
95.	P-3	→	50	48	50	50	48	48	49	60	500	4.81	Excellent
96.	P-4	→	48	52	54	54	56	54	53	68	500	4.32	Good
97.	A-2	→	48	54	56	54	56	56	54	70	500	4.49	Good
98.	A1- P1 Slab	↑	54	54	52	54	52	54	53	60	400	4.63	Excellent
99.	P1-P2 Slab	↑	54	56	52	56	54	50	54	62	500	4.69	Excellent
100.	P2-P3 Slab	↑	54	56	56	56	52	50	54	62	550	4.51	Excellent
101.	P3-P4 Slab	↑	54	56	54	56	52	54	54	62	400	4.63	Excellent
102.	P4 A2 Slab	↑	56	52	56	56	52	56	55	64	450	4.49	Good
T.	Chainage No-76+410 PUP LHS												
103.	A-1	→	48	50	52	56	50	52	51	64	500	4.61	Excellent
104.	A-2	→	50	50	48	50	50	50	50	62	500	4.49	Good
105.	Slab	↑	54	52	56	50	50	56	53	60	500	4.51	Excellent
U.	Chainage No-76+410 PUP RHS												
106.	A-1	→	48	50	46	50	52	52	50	62	500	5.00	Excellent
107.	A-2	→	46	52	52	50	50	56	51	64	500	4.81	Excellent
108.	Slab	↑	56	54	52	52	50	50	52	58	500	4.67	Excellent
V.	Chainage No-76+707 MJB LHS												
109.	A-1	→	48	50	52	48	50	52	50	62	500	4.41	Good
110.	Slab	↑	52	52	48	52	50	50	51	56	450	4.53	Excellent
111.	P-1	→	50	48	50	50	48	46	49	60	500	4.66	Excellent
112.	Slab	↑	54	54	52	54	48	48	52	58	500	4.73	Excellent
113.	P-2	→	50	52	50	52	50	48	50	62	550	4.75	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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2K-18 NIT FARIDABAD

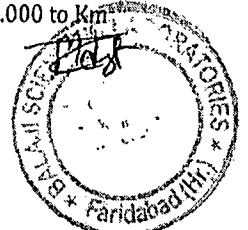
REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec)	Concrete Quality Grading
114.	Slab	↑	50	50	50	48	52	54	51	56	500	4.49	Good
115.	P-3	→	50	48	46	50	48	48	48	58	500	4.48	Good
116.	Slab	↑	50	48	48	50	52	50	50	54	500	4.49	Good
117.	P-4	→	48	48	50	50	50	52	50	62	400	4.51	Excellent
118.	Slab	↑	50	50	50	48	50	48	49	52	450	4.63	Excellent
119.	P-5	→	48	50	50	52	50	48	50	62	400	4.48	Good
120.	Slab	↑	48	50	52	50	52	50	50	54	450	4.36	Good
121.	P-6	→	50	52	50	52	48	46	50	62	600	4.56	Excellent
122.	Slab	↑	48	50	46	50	48	46	48	50	500	4.39	Good
123.	P-7	→	50	46	50	52	50	50	50	62	450	4.47	Good
124.	Slab	↑	52	50	50	48	50	50	50	54	400	4.52	Excellent
125.	P-8	→	50	48	52	50	56	50	51	64	450	4.39	Good
126.	P-8 Slab	↑	52	50	50	52	50	52	51	56	500	4.61	Excellent
127.	P-7	→	48	50	50	50	52	50	50	62	500	4.72	Excellent
128.	Slab	↑	54	52	56	50	52	54	53	60	500	4.39	Good
129.	A-2	→	50	48	50	48	46	50	49	60	500	4.59	Excellent
W. Chainage No-77+038 MJB LHS													
130.	A-1	→	48	50	52	50	50	52	50	62	500	4.61	Excellent
131.	P-1	→	50	50	48	52	50	50	50	62	500	4.51	Excellent
132.	P-2	→	52	50	50	52	54	56	52	66	500	4.49	Good
133.	P-3	→	54	54	56	52	50	54	53	68	500	4.50	Good
134.	P-4	→	59	56	54	50	50	56	53	68	500	4.41	Good
135.	A-1	→	50	48	50	50	48	46	49	60	500	4.39	Good
136.	A1- P1 Slab	↑	52	52	54	52	54	56	53	60	500	4.67	Excellent
137.	P1-P2 Slab	↑	54	56	54	56	52	54	54	62	500	4.43	Good
138.	P2-P3 Slab	↑	56	54	50	56	54	56	54	62	500	4.65	Excellent
139.	P3-P4 Slab	↑	54	50	52	50	56	50	52	58	500	4.75	Excellent
140.	P4 -A2 Slab	↑	56	50	52	50	52	50	52	58	500	4.70	Excellent
X. Chainage No-78+166 MJB LHS													
141.	A-1	→	48	52	50	52	50	50	50	62	500	4.61	Excellent
142.	P-1	→	50	50	46	48	52	50	49	60	500	4.72	Excellent
143.	P-2	→	50	52	50	50	52	50	51	64	500	4.49	Good
144.	P-3	→	48	50	50	52	50	52	50	62	500	4.51	Excellent
145.	P-4	→	48	50	52	54	54	56	52	66	500	4.49	Good
146.	A-2	→	50	50	50	52	50	56	51	64	500	4.49	Good
147.	A1- P1 Slab	↑	52	54	52	54	54	56	54	62	500	4.63	Excellent
148.	P1-P2 Slab	↑	54	56	52	52	56	50	53	60	500	4.60	Excellent
149.	P2-P3 Slab	↑	56	50	52	56	56	54	54	62	500	4.61	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES -166-

2K-18 NIT FARIDABAD

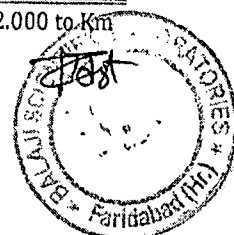
REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec)	Concrete Quality Grading
150.	P3-P4 Slab	↑	54	56	50	52	54	56	54	62	500	4.52	Excellent
151.	P4-A2 Slab	↑	56	54	50	54	56	50	53	60	500	4.56	Excellent
Y. Chainage No-79+167 MNB (MCW Widening)													
152.	A-1	→	48	50	52	50	50	48	50	62	500	4.61	Excellent
153.	P-1	→	48	50	52	50	50	48	50	62	500	4.53	Excellent
154.	P-2	→	50	48	48	46	48	46	48	58	500	4.55	Excellent
155.	P-3	→	50	48	50	50	48	50	48	58	500	4.61	Excellent
156.	A-1	→	50	48	50	52	50	52	50	62	500	4.72	Excellent
157.	A1-P1 Slab	↑	54	54	52	54	56	56	54	62	500	4.63	Excellent
158.	P1-P2 Slab	↑	50	54	52	54	54	56	53	60	500	4.48	Good
159.	P2-P3 Slab	↑	56	54	56	50	56	54	54	62	500	4.92	Excellent
161.	P3-A2 Slab	↑	56	54	52	54	54	56	54	62	500	4.72	Excellent
Z. Chainage No-79+679 MJB LHS													
162.	A-1	→	48	50	52	50	50	50	51	64	500	4.49	Good
163.	P-1	→	50	52	52	50	50	50	51	64	500	4.48	Good
164.	P-2	→	52	54	50	52	52	54	53	68	500	4.51	Excellent
165.	A-2	→	48	48	50	52	50	52	50	62	500	4.39	Good
166.	A1+P1 G1	→		48	52	54	56	54	53	68	500	4.62	Excellent
167.	P1-P2 Box Slab	↑		50	52	54	54	56	53	60	500	4.74	Excellent
168.	P1-A2 G1	→		50	52	54	50	48	52	66	500	4.59	Excellent
A. Chainage No-80+931 PUP LHS													
169.	A-1	→	48	50	50	48	48	52	49	60	500	4.61	Excellent
170.	A-2	→	50	52	50	50	52	50	51	64	500	4.53	Excellent
171.	Slab	↑	54	56	52	50	52	50	52	58	500	4.69	Excellent
B. Chainage No-80+931 PUP RHS													
172.	A-1	→	48	50	46	52	50	50	49	60	500	4.49	Good
173.	A-2	→	50	48	46	50	52	52	50	62	500	4.44	Good
174.	Slab	↑	52	54	54	54	52	50	53	60	500	4.45	Good
C. Chainage No-81+250 VUP LHS													
175.	A-1	→	48	50	50	52	50	48	50	62	500	4.62	Excellent
176.	A-2	→	50	52	50	52	48	48	50	62	500	4.44	Good
177.	Slab	↑	54	56	50	54	56	52	52	58	500	4.48	Good
D. Chainage No-81+250 VUP RHS													
178.	A-1	→	48	50	48	52	50	50	50	62	500	4.52	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES-167-

2K-18 NIT FARIDABAD

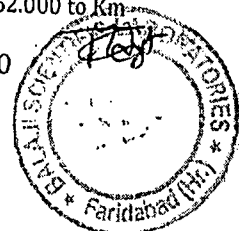
REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading
179.	A-2	→	50	50	48	48	50	52	50	62	500	4.39	Good
180.	Slab	↑	52	54	50	52	54	50	52	58	500	4.38	Good
E. Chainage No-82+175 MNB LHS (MCW Widening)													
181.	A-1	→	48	50	52	50	50	48	50	62	500	4.62	Excellent
182.	P-1	→	50	50	48	50	52	48	50	62	500	4.59	Excellent
183.	P-2	→	48	50	50	52	50	48	50	62	500	4.48	Good
184.	P-3	→	50	52	50	48	50	50	50	62	500	4.39	Good
185.	P-4	→	52	50	52	50	50	48	50	62	500	4.52	Excellent
186.	A-2	→	50	52	48	50	52	50	50	62	500	4.39	Good
F. Chainage No-84+315 PUP LHS													
187.	A-1	→	48	50	52	50	56	50	51	64	500	4.49	Good
188.	A-2	→	48	52	50	48	50	50	50	62	500	4.68	Excellent
189.	Slab	↑	54	52	50	48	50	50	51	56	500	4.39	Good
G. Chainage No-84+315 PUP RHS													
190.	A-1	→	48	50	50	52	50	50	50	62	500	4.81	Excellent
191.	A-2	→	48	52	50	52	56	50	51	64	500	4.72	Excellent
192.	Slab	↑	54	56	54	50	56	54	54	62	500	4.63	Excellent
H. Chainage No-84+925 MCW (MNB Widening) LHS													
193.	A-1	→	48	50	52	50	48	50	50	62	400	4.61	Excellent
194.	P-1	→	50	50	52	50	52	50	51	64	500	4.73	Excellent
195.	P-2	→	48	48	54	50	54	50	51	64	500	4.51	Excellent
196.	A1	→	50	50	52	54	56	54	53	68	400	4.49	Good
197.	A1+P1 Slab	↑	52	54	54	56	54	54	54	62	350	4.44	Good
198.	P1+P2 Slab	↑	52	56	54	56	54	50	54	62	350	4.52	Excellent
199.	P-A Slab	↑	54	56	54	56	54	56	55	64	400	4.63	Excellent
I. Chainage No-86+322 MJB LHS													
200.	A1	→	48	52	50	52	50	52	51	64	500	4.61	Excellent
201.	A2	→	59	52	50	52	50	48	51	64	500	4.39	Good
J. Chainage No-86+690 S/R LHS													
202.	A-1	→	48	50	50	52	50	48	50	62	500	4.61	Excellent
203.	P-1	→	50	52	50	54	50	48	51	64	500	4.71	Excellent
204.	A2	→	48	50	52	50	50	50	50	62	500	4.85	Excellent
K. Chainage No-86+690 S/R RHS													
205.	A-1	→	48	46	50	50	52	50	49	60	500	4.23	Good
206.	P-1	→	48	50	52	54	50	52	51	64	500	4.46	Good
207.	A2	→	50	50	52	54	50	50	51	64	500	4.72	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES -168-

2K-18 NIT FARIDABAD

REPORTING OF RESULTS

REPORTING OF RESULTS														
Sr. No.	Location	Direction	Rebound Hammer Reading							Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec c.)	Concrete Quality Grading
L.	Chainage No-86+690 MNB (MCW) LHS													
208.	A-1	→	48	50	50	48	48	50	49	60	500	4.63	Excellent	
209.	P-1	→	50	50	48	48	52	50	49	60	500	4.45	Good	
210.	A2	→	52	50	54	50	50	48	51	64	500	4.52	Excellent	
M.	Chainage No-86+690 MNB (MCW) RHS													
211.	A-1	→	48	50	52	50	56	56	52	66	500	4.54	Excellent	
212.	P-1	→	48	50	50	50	52	50	50	62	500	5.00	Excellent	
213.	A2	→	50	52	46	48	50	52	50	62	500	5.01	Excellent	
N.	Chainage No-86+785 PUP LHS													
214.	A1	→	50	48	50	50	48	46	49	60	500	4.48	Good	
215.	A2	→	48	50	48	50	46	50	49	60	500	4.62	Excellent	
216.	Slab	→	54	52	54	50	50	52	52	64	500	4.70	Excellent	
O.	Chainage No-86+785 PUP RHS													
217.	A1	→	48	50	50	50	52	48	50	62	500	4.81	Excellent	
218.	A2	→	50	52	50	50	52	48	50	62	500	4.62	Excellent	
219.	Slab	→	54	56	54	52	50	52	53	64	500	4.49	Good	
P.	Chainage No-87+020 MNB S/R (RHS)													
220.	A1	→	48	50	52	50	52	50	50	62	500	4.62	Excellent	
221.	P-2	→	50	50	48	48	50	52	50	62	500	4.51	Excellent	
222.	Slab	↑	52	54	56	50	52	54	53	60	500	4.49	Good	
Q.	Chainage No-91+560 MNB (MCW Widening) LHS													
223.	A1	→	48	50	50	48	46	48	48	58	500	4.61	Excellent	
224.	P-1	→	50	50	50	52	50	48	50	62	500	4.72	Excellent	
225.	P-2	→	52	50	50	52	48	48	50	62	500	4.84	Excellent	
226.	A2	→	50	52	54	50	54	50	51	60	500	4.43	Good	
227.	Slab	↑	54	56	54	54	52	50	53	60	500	4.49	Good	
228.	Slab	↑	54	56	54	50	54	56	54	62	500	4.82	Excellent	
229.	Slab	↑	52	56	54	50	52	56	52	58	500	4.84	Excellent	
R.	Chainage No-92+115 MJB (MCW Widening) LHS													
230.	A1	→	48	50	50	50	52	50	50	62	500	4.71	Excellent	
231.	P-1	→	48	52	52	50	48	48	50	62	500	4.44	Good	
232.	P-2	→	50	52	50	50	48	50	50	62	500	4.51	Excellent	
233.	A2	→	52	50	48	48	52	46	49	60	500	4.55	Excellent	
234.	A1-P1Slab	↑	52	54	52	54	52	54	53	60	500	4.48	Good	
235.	P1-P2Slab	↑	54	56	54	52	52	50	53	60	500	4.39	Good	
236.	A2-P2 Slab	↑	50	52	50	52	54	54	52	60	500	4.62	Excellent	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES -169-

2K-18 NIT FARIDABAD

REPORTING OF RESULTS

REPORTING OF RESULTS													
Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec c.)	Concrete Quality Grading
S.	Chainage No-93+700 VUP LHS												
237.	A1	→	48	50	50	48	48	50	49	60	500	4.62	Excellent
238.	A2	→	52	50	52	50	52	50	51	64	500	4.49	Good
239.	Slab	→	52	54	56	54	54	52	53	68	500	4.47	Good
T.	Chainage No-93+700 VUP RHS												
240.	A1	→	50	52	50	52	50	48	50	62	500	4.81	Excellent
241.	A2	→	50	48	48	48	50	52	49	60	500	4.39	Good
242.	Slab	↑	52	54	56	54	54	52	54	70	500	4.62	Excellent
U.	Chainage No-95+250 MJB LHS												
243.	A1 →	48	50	50	50	52	50	46	50	62	500	4.61	Excellent
244.	P-1 →	50	50	52	56	52	48	48	51	64	500	4.51	Excellent
245.	Alto P1 → G1	50	48	50	56	50	50	48	50	60	500	4.44	Good
246.	Alto P1 → G2	50	48	52	54	56	52	52	52	66	500	4.53	Excellent
246.	Alto P1 G3 →	52	54	50	54	54	52	50	52	66	500	4.39	Good
247.	G1 →	52	48	48	50	50	50	48	49	60	500	4.65	Excellent
248.	P-1	→	52	50	50	52	50	50	51	64	500	4.67	Excellent
249.	P1-A2 G1	→	52	54	56	54	56	50	54	70	500	4.49	Good
250.	G2	→	48	52	50	50	52	50	50	62	500	4.44	Good
251.	G3	→	50	50	52	56	54	50	52	66	500	4.50	Good
252.	A2	→	52	62	50	54	48	54	53	68	500	4.90	Excellent
V.	Chainage No-95+540 MNB (MCW) LHS												
253.	A1	→	48	52	50	50	52	50	50	62	500	4.61	Excellent
254.	Slab	↑	50	52	50	50	52	50	51	56	400	4.93	Excellent
255.	P-1	→	50	52	50	48	50	52	50	62	400	4.52	Excellent
256.	Slab	↑	52	50	50	52	50	52	51	56	500	4.44	Good
257.	A2	→	52	50	48	50	48	50	50	62	300	4.62	Excellent
W.	Chainage No-95+869 MCW LHS Widening												
258.	A1	48	50	52	50	48	50	52	50	62	500	4.61	Excellent
259.	P-1	50	52	50	48	50	52	50	50	62	500	4.49	Good
260.	P-2	50	52	50	50	50	52	50	50	62	500	4.72	Excellent
X.	Chainage No-94+950 MNB (MCW) LHS Widening												
261.	A1	→	48	50	52	50	52	48	50	62	500	4.61	Excellent
262.	P-2	→	50	52	50	52	56	56	53	68	500	4.70	Excellent
263.	A2	→	52	56	52	50	56	50	52	66	500	4.63	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES-170-

2K-18 NIT FARIDABAD

REPORTING OF RESULTS

REPORTING OF RESULTS														
Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec. c.)	Concrete Quality Grading	
Y.	Chainage No-96+013 CUP LHS													
264.	A1	→	48	50	52	50	50	50	50	62	500	4.61	Excellent	
265.	A2	→	48	52	50	48	50	48	49	60	350	4.54	Excellent	
266.	Slab	↓	52	50	50	46	52	54	51	70	400	4.56	Excellent	
Z.	Chainage No-96+013 CUP RHS													
267.	A1	→	50	48	50	48	50	52	50	62	450	4.48	Good	
268.	A2	→	52	54	54	50	48	50	51	64	550	4.41	Good	
269.	Slab	↓	48	50	46	50	48	48	48	64	500	4.39	Good	
A.	Chainage No-96+350 MNB MCW Widening													
270.	A1	→	50	48	50	52	50	52	50	62	500	4.61	Excellent	
271.	P-1	→	50	48	52	50	50	50	50	62	450	4.71	Excellent	
272.	P-2	→	50	52	50	52	54	50	51	64	500	4.49	Good	
273.	A2	→	52	50	48	48	50	48	49	60	450	4.50	Good	
274.	Slab	↑	54	54	56	52	50	52	53	60	500	4.53	Excellent	
B.	Chainage No-96+350 MNB (S/R)RHS New Construction													
275.	A1	→	48	50	50	48	52	50	50	62	500	4.65	Excellent	
276.	P-1	→	50	52	50	54	54	52	52	66	450	4.72	Excellent	
277.	P-2	→	48	50	50	52	50	48	50	60	500	4.63	Excellent	
278.	A-2	→	56	54	50	48	48	50	51		500	4.70	Excellent	
C.	Chainage No-96+350 Slab (SR) LHS New Construction													
279.	Slab	↑	50	52	54	56	54	54	53	60	500	4.49	Good	
280.	Slab	↑	52	54	56	54	50	52	53	60	540	4.42	Good	
281.	Slab	↑	54	56	50	54	52	54	53	60	540	4.53	Excellent	
282.	Slab	↑	53	54	56	52	54	56	54	62	500	4.66	Excellent	
D.	Chainage No-97+865 PUP MCW LHS													
283.	A1	→	48	50	44	46	46	50	47	56	500	4.61	Excellent	
284.	A2	→	48	46	48	48	46	46	47	56	400	4.49	Good	
285.	Slab	↑	48	50	48	48	50	52	49	52	500	4.52	Excellent	
E.	Chainage No-97+865 PUP MCW RHS													
286.	A1	→	46	48	48	50	52	48	49	60	400	4.52	Excellent	
287.	A2	→	48	48	46	48	48	52	48	60	500	4.62	Excellent	
288.	Slab	↑	50	52	50	52	56	46	51	56	450	4.44	Good	
F.	Chainage No-98+950 MNB (MCW Widening LHS)													
289.	A1	→	48	50	50	52	50	50	50	62	500	4.61	Excellent	
290.	P-1	→	48	52	52	50	48	48	50	62	500	4.48	Good	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES -171-

2K-18 NIT FARIDABAD

REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading
291.	P-2	→	52	50	50	48	46	48	49	60	500	4.61	Excellent
292.	P-3	→	50	50	50	52	48	48	50	62	500	4.51	Excellent
293.	A2	→	46	50	46	48	48	50	48	58	500	4.55	Excellent
294.	Slab	↑	52	50	54	52	54	56	53	60	500	4.67	Excellent
295.	Slab	↑	54	56	54	50	54	56	54	62	500	4.81	Excellent
296.	Slab	↑	54	52	54	54	56	50	53	60	500	4.83	Excellent
297.	Slab	↑	54	56	54	56	48	50	53	60	500	4.88	Excellent
G. Chainage No-99+284 (MCW Widening LHS)													
298.	A1	→	48	50	50	52	50	50	50	62	500	4.62	Excellent
299.	P-1	→	50	48	52	50	52	52	51	64	500	4.71	Excellent
300.	A1 Slab	→	48	52	54	54	56	54	53	68	500	4.49	Good
301.	P-1 Slab	→	52	54	56	54	50	52	53	68	500	4.59	Excellent
H. Chainage No-99+802 MNB (MCW Widening)													
302.	A1	→	48	52	50	50	50	52	50	62	500	4.61	Excellent
303.	A2	→	50	50	48	50	48	50	49	60	500	4.72	Excellent
304.	Slab	↓	52	54	50	50	48	46	50	62	500	4.36	Good
305.	A1	→	50	52	56	54	50	48	52	66	500	4.47	Good
306.	P-1	→	50	50	48	48	50	52	50	62	500	4.31	Good
307.	P-2	→	52	50	52	50	50	50	51	64	500	4.61	Excellent
308.	A2	→	50	48	52	50	50	52	50	62	500	4.49	Good
309.	Slab	↓	50	48	48	52	50	52	50	62	500	4.50	Good
310.	Slab	↓	48	50	50	52	50	48	50	62	500	4.39	Good
I. Chainage No-100+975 VUP MCW LHS													
311.	A1	→	52	48	48	50	50	48	49	60	500	4.52	Excellent
312.	A2	→	48	52	54	54	50	50	51	64	500	4.62	Excellent
313.	Slab	↑	48	50	50	52	48	50	50	54	500	4.71	Excellent
J. Chainage No-100+975 VUP MCW RHS													
314.	A1	→	50	48	52	50	50	48	50	62	500	4.49	Good
315.	A2	→	48	50	50	48	52	52	50	62	600	4.51	Excellent
316.	Slab	↑	46	50	48	48	50	50	49	52	500	4.66	Excellent
K. Chainage No-101+530 MNB (MCW Widening LHS)													
317.	Slab	↑	48	50	50	54	48	50	50	54	500	4.61	Excellent
318.	A1	→	48	48	50	52	50	52	50	62	500	4.54	Excellent
319.	P-1	→	50	48	52	50	50	52	50	62	500	4.22	Good
320.	P-2	→	48	46	52	50	50	46	49	60	500	4.31	Good
321.	P-3	→	50	48	48	48	50	52	49	60	500	4.48	Good

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES - 172 -

2K-18 NIT FARIDABAD

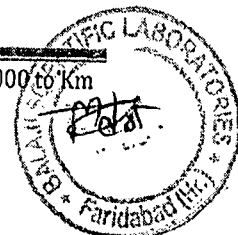
REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec)	Concrete Quality Grading
322.	P-4	→	46	50	48	50	48	48	48	58	500	4.40	Good
323.	P-5	→	48	50	48	50	48	46	48	58	500	4.49	Good
324.	A-2	→	50	50	46	48	48	50	49	60	500	4.52	Excellent
325.	Slab	↑	54	54	56	52	50	50	47	48	500	4.46	Good
326.	Slab	↑	50	50	52	48	50	50	50	54	500	4.49	Good
327.	Slab	↑	50	52	50	48	48	50	50	54	500	4.50	Good
L. Chainage No-102+060 MNB (MCW Widening LHS)													
328.	A1	→	46	49	48	50	47	48	48	58	500	4.51	Excellent
329.	A2	→	49	45	50	51	47	46	48	58	500	4.68	Excellent
330.	Slab	↑	52	54	50	51	53	52	52	58	500	4.60	Excellent
M. Chainage No-102+735 MNB (MCW Widening LHS)													
331.	A1	→	48	50	48	50	46	48	48	58	500	4.66	Excellent
332.	A2	→	48	46	48	52	50	48	49	60	500	4.49	Good
333.	Slab	↑	52	52	50	54	54	50	52	58	500	4.50	Good
N. Chainage No-103+702 VUP MCW LHS													
334.	A-1	→	48	50	50	52	52	50	50	62	500	4.60	Excellent
335.	A-2	→	50	52	50	48	50	46	49	60	500	4.59	Excellent
336.	Slab	↑	50	48	46	48	52	52	49	52	500	4.51	Excellent
O. Chainage No-103+702 VUP MCW RHS													
337.	A-1	→	48	50	48	48	48	52	49	60	650	4.57	Excellent
338.	A-2	→	50	50	50	46	48	50	49	60	500	4.16	Good
339.	Slab	↑	52	52	48	48	52	52	51	56	500	4.49	Good
P. Chainage No-104+200 MNB (MCW Widening LHS)													
340.	A1	→	48	50	46	50	52	50	49	60	500	4.61	Excellent
341.	A2	→	46	52	50	52	50	52	50	62	500	4.59	Excellent
342.	P-1	→	48	48	46	46	48	52	48	58	500	4.49	Good
343.	Slab	↑	50	52	52	54	50	50	51	56	500	4.39	Good
344.	Slab	↑	54	50	54	56	50	48	52	58	500	4.42	Good
Q. Chainage No-104+825 MNB (MCW Widening LHS)													
345.	A1	→	48	50	50	52	50	50	50	62	500	4.61	Excellent
346.	P-1	→	50	48	50	50	56	50	51	64	500	4.31	Good
347.	P-2	→	46	50	50	50	48	50	49	60	500	4.61	Excellent
348.	P-3	→	50	50	48	46	46	46	48	58	400	4.80	Excellent
349.	P-4	→	50	52	50	50	50	52	51	64	300	4.72	Excellent
350.	P-5	→	50	54	50	54	50	48	51	64	500	4.63	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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2K-18 NIT FARIDABAD

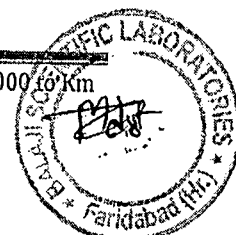
REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading
351	P-6	→	48	50	48	46	50	48	48	58	550	4.56	Excellent
352	A2	→	48	48	50	50	50	52	50	62	500	4.72	Excellent
353	Slab	↑	52	54	56	54	46	50	52	58	500	4.39	Good
354	Slab	↑	52	54	56	54	56	54	54	62	500	4.49	Good
355	Slab	↑	52	54	50	52	50	56	52	58	550	4.57	Excellent
356	Slab	↑	54	56	56	50	56	50	54	62	500	4.56	Excellent
357	Slab	↑	54	50	52	54	56	54	53	60	500	4.81	Excellent
358	Slab	↑	56	54	56	54	50	50	53	60	500	4.73	Excellent
R. Chainage No-105+130 MNB (MCW Widening LHS)													
359	A1	→	48	50	50	52	50	50	50	62	400	4.58	Excellent
360	P-1	→	46	52	54	50	46	48	49	60	500	4.69	Excellent
361	P-2	→	48	50	52	50	54	56	52	64	390	4.73	Excellent
362	P-3	→	52	48	46	52	48	50	49	60	410	4.85	Excellent
363	A2	→	50	52	46	48	54	50	50	62	450	4.59	Excellent
364	Slab	↑	54	52	56	50	54	56	54	62	400	4.73	Excellent
365	Slab	↑	56	58	54	56	50	54	55	64	510	4.82	Excellent
366	Slab	↑	54	56	52	58	52	56	55	64	500	4.75	Excellent
367	Slab	↑	56	52	58	56	50	54	54	62	480	4.70	Excellent
S. Chainage No-105+585 MNB (MCW Widening LHS)													
368	A1	→	48	48	50	52	50	50	50	62	500	4.49	Good
369	A2	→	54	50	52	50	48	48	50	62	500	4.51	Excellent
370	Slab	↑	46	48	48	50	52	50	49	52	500	5.00	Excellent
371	P-1	→	48	48	50	50	52	50	50	62	500	5.02	Excellent
372	P-2	→	48	46	44	52	50	52	51	64	500	4.99	Excellent
373	P-3	→	48	48	48	48	52	52	49	60	500	4.56	Excellent
374	Slab	↑	54	56	54	56	52	50	54	62	500	5.02	Excellent
375	Slab	↑	56	54	50	52	52	50	52	58	500	4.71	Excellent
T. Chainage No-105+850 MNB (MCW Widening LHS)													
376	A1	→	48	50	52	50	50	52	50	62	500	4.61	Excellent
377	P-1	→	50	50	56	54	52	50	52	66	400	4.53	Excellent
378	P-2	→	50	50	52	54	50	50	51	64	400	4.61	Excellent
379	A2	→	52	54	50	52	50	50	51	64	400	4.50	Good
380	Slab	↑	52	54	56	54	56	54	54	62	400	4.63	Excellent
381	Slab	↑	56	54	56	54	56	56	55	64	500	4.71	Excellent
382	Slab	↑	58	56	50	50	52	50	53	60	500	4.56	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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2K-18 NIT FARIDABAD

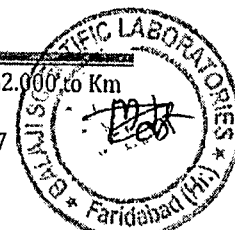
REPORTING OF RESULTS

REPORTING OF RESULTS													
Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading
U.	Chainage No-107+021 MJB LHS New Construction												
383	A-1	→	50	48	48	52	50	48	49	60	500	4.29	Good
384	P-1	→	48	50	46	50	48	48	48	58	500	4.61	Excellent
385	P-2	→	48	50	52	48	48	50	49	60	500	4.52	Excellent
386	P-3	→	50	48	46	52	52	52	50	62	500	4.71	Excellent
387	A-2	→	46	50	52	48	50	50	49	60	500	4.49	Good
388	Slab	↑	50	48	50	46	48	50	49	52	500	4.46	Good
389	Slab	↑	50	48	46	52	50	52	50	54	500	4.71	Excellent
390	Slab	↑	50	46	48	48	50	50	49	52	500	4.50	Good
V.	Chainage No-107+475 VUP MCW LHS												
391	A-1	→	44	48	42	46	46	48	46	54	500	4.43	Good
392	A-2	→	46	48	50	44	46	48	47	56	500	4.17	Good
393	Slab	↑	44	42	46	48	44	46	45	44	500	4.04	Good
W.	Chainage No-107+475 VUP MCW RHS												
394	A-1	→	46	44	46	44	48	44	45	52	500	4.37	Good
395	A-2	→	48	46	44	50	46	48	47	56	500	4.80	Excellent
396	Slab	↑	50	48	46	46	46	50	47	48	500	4.07	Good
X.	Chainage No-107+900 MNB (MCW Widening) LHS												
397	A-1	→	48	50	52	50	52	50	50	62	500	4.49	Good
398	P-1	→	46	48	48	46	52	50	48	58	500	4.48	Good
399	A2	→	48	48	50	52	50	48	49	60	500	4.40	Good
400	Slab	→	50	52	50	48	48	52	50	62	500	4.57	Excellent
401	Slab	→	52	50	50	52	54	56	52	66	500	4.59	Excellent
Y.	Chainage No-107+900 MNB SR (New Construction) LHS												
402	A-1	→	48	50	50	48	48	52	49	60	500	4.29	Good
403	A-2	→	50	52	50	52	50	50	51	64	500	4.71	Excellent
404	Slab	↑	46	50	54	50	54	50	51	56	500	4.69	Excellent
Z.	Chainage No-107+900 MNB SR (New Construction) RHS												
405	A-1	→	50	48	48	50	50	48	49	60	500	4.59	Excellent
406	A-2	→	52	50	48	48	48	48	49	60	500	4.57	Excellent
407	Slab	↑	54	54	52	50	50	48	51	56	500	4.50	Good
A.	Chainage No-108+300 VUP (New Construction) LHS												
408	A-1	→	48	50	42	46	48	50	47	56	500	4.32	Good
409	A-2	→	46	50	48	46	44	48	47	56	500	4.56	Excellent
410	Slab	↑	46	48	44	46	44	44	45	44	500	4.00	Good

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES -175-

2K-18 NIT FARIDABAD

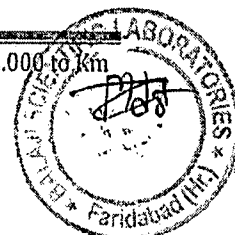
REPORTING OF RESULTS

REPORTING OF RESULTS														
Sr. No.	Location	Direction	Rebound Hammer Reading							Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec c.)	Concrete Quality Grading
B. Chainage No-108+300 VUP (New Construction) RHS														
411	A-1	→	48	48	48	46	44	46	47	56	500	4.48	Good	
412	A-2	→	44	48	46	48	50	46	47	56	500	4.92	Excellent	
413	Slab	↑	46	46	44	48	46	44	46	46	500	3.96	Good	
C. Chainage No-108+905 MNB (MCW Widening) LHS														
414	A-1	→	48	50	52	50	50	50	50	62	500	4.59	Excellent	
415	P-1	→	48	52	50	52	46	52	50	62	400	4.73	Excellent	
416	P-2	→	50	50	54	46	48	50	50	62	400	4.82	Excellent	
417	P-3	→	52	46	48	48	50	52	49	60	510	4.73	Excellent	
418	A-1	→	50	52	46	46	52	50	49	60	360	4.80	Excellent	
419	Slab	↑	56	54	52	56	50	50	53	60	410	4.53	Excellent	
420	Slab	↑	50	56	52	58	54	54	54	62	420	4.73	Excellent	
421	Slab	↑	52	54	58	56	52	56	55	64	500	4.98	Excellent	
422	Slab	↑	54	52	56	54	58	52	54	62	390	4.70	Excellent	
D. Chainage No-110+550 MNB (MCW Widening) LHS														
423	A-1	→	48	50	50	52	50	50	50	62	500	4.61	Excellent	
424	P-1	→	48	50	50	48	50	50	49	60	500	4.49	Good	
425	P-2	→	50	50	50	56	56	50	52	62	400	4.50	Good	
426	P-3	→	50	48	50	56	56	50	52	62	500	4.62	Excellent	
427	P-4	→	48	48	50	52	50	50	49	60	450	4.73	Excellent	
428	Slab	↑	52	54	56	54	56	58	55	64	500	4.81	Excellent	
429	Slab	↑	54	56	54	56	56	60	56	More than 64	300	4.63	Excellent	
430	Slab	↑	54	60	58	62	56	56	58	More than 64	300	4.99	Excellent	
431	Slab	↑	56	54	56	54	56	54	55	More than 64	300	4.81	Excellent	
432	Slab	↑	52	50	54	56	54	56	54	62	300	4.73	Excellent	
E. Chainage No-111+580 MNB (MCW Widening) LHS														
433	A-1	→	48	50	50	50	48	48	49	60	400	4.59	Excellent	
434	P-1	→	50	48	50	50	50	48	49	60	500	4.63	Excellent	
435	P-2	→	50	56	56	50	48	50	52	64	380	4.58	Excellent	
436	P-3	→	50	56	50	48	50	50	51	62	350	4.59	Excellent	
437	P-4	→	50	48	48	46	50	46	48	58	450	4.63	Excellent	
438	P-5	→	50	50	56	50	48	50	51	62	500	4.68	Excellent	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES - 176 -

2K-18 NIT FARIDABAD

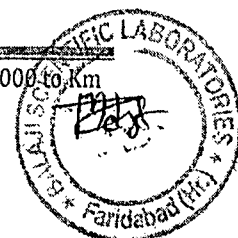
REPORTING OF RESULTS

REPORTING OF RESULTS													
Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec c.)	Concrete Quality Grading
439	P-6	→	52	50	53	54	49	50	51	62	500	4.59	Excellent
440	P-7	→	50	54	47	48	50	54	51	62	420	4.82	Excellent
441	A1	→	52	52	50	54	58	50	53	66	400	4.73	Excellent
442	Slab	↑	54	56	55	52	50	52	53	60	450	4.80	Excellent
443	Slab	↑	56	52	54	50	54	50	53	60	450	4.59	Excellent
444	Slab	↑	52	56	54	52	56	58	55	64	500	4.73	Excellent
445	Slab	↑	54	52	56	58	54	54	55	64	400	4.81	Excellent
446	Slab	↑	52	54	58	52	56	58	55	64	390	4.73	Excellent
447	Slab	↑	58	52	56	54	54	50	54	62	420	4.59	Excellent
F.	Chainage No-111+954 VUP MCW LHS												
448	A-1	→	48	52	50	48	48	52	50	62	500	4.49	Good
449	A-2	→	50	52	50	50	50	48	50	62	500	4.61	Excellent
450	Slab	↑	48	48	50	50	48	48	49	52	500	4.57	Excellent
G.	Chainage No-111+954 VUP MCW RHS												
451	A-1	→	52	54	54	52	50	48	52	66	500	4.60	Excellent
452	A-2	→	50	48	48	50	52	50	50	62	500	4.59	Excellent
453	Slab	↑	50	48	48	50	50	50	49	52	500	4.71	Excellent
H.	Chainage No-112+725 MNB (MCW Widening) LHS												
454	A-1	→	48	50	50	50	50	52	50	62	400	4.52	Excellent
455	P-1	→	50	52	50	50	52	50	51	64	500	4.65	Excellent
456	P-2	→	50	52	50	52	54	50	51	64	500	4.73	Excellent
457	P-3	→	52	54	50	54	52	54	53	68	400	4.85	Excellent
458	P-4	→	54	50	48	50	48	50	50	62	300	4.90	Excellent
459	A1	→	50	50	50	46	48	48	49	60	350	4.50	Good
460	Slab	↑	52	54	54	56	58	50	54	62	410	4.59	Excellent
461	Slab	↑	52	54	56	54	52	46	52	58	420	4.73	Excellent
462	Slab	↑	54	58	56	50	52	56	54	62	400	4.82	Excellent
463	Slab	↑	54	56	50	50	52	56	53	60	420	4.50	Good
464	Slab	↑	54	56	50	50	48	50	51	56	500	4.73	Excellent
I.	Chainage No-113+202 MJB (New Construction) LHS												
465	A-1	→	50	48	48	46	52	50	49	60	500	4.49	Good
466	P-1	→	50	48	48	50	50	52	50	62	500	4.61	Excellent
467	P-2	→	50	48	50	48	48	48	49	60	500	4.60	Excellent
468	A2	→	48	50	52	50	50	52	50	62	500	4.52	Excellent
469	Slab	↑	48	52	50	52	50	52	51	64	500	4.62	Excellent
470	Slab	↑	52	48	48	50	52	52	50	62	500	4.71	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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2K-18 NIT FARIDABAD

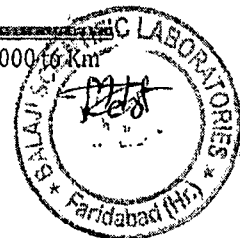
REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading							Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading
J.	Chainage No-113+454 VUP MCW LHS													
471	A-1	→	50	48	46	46	48	48	48	58	500	4.71	Excellent	
472	A-2	→	48	46	50	50	52	50	49	60	500	4.65	Excellent	
473	Slab	↑	48	48	50	50	50	50	49	52	500	4.60	Excellent	
K.	Chainage No-113+454 VUP MCW RHS													
474	A-1	→	52	50	50	48	50	46	49	60	500	4.70	Excellent	
475	A-2	→	54	48	50	52	48	50	50	62	500	4.52	Excellent	
476	Slab	↑	48	50	48	52	54	52	51	56	500	4.49	Good	
L.	Chainage No-114+250 MNB (MCW Widening) LHS													
478	A-1	→	48	50	50	50	50	48	49	60	390	4.62	Excellent	
479	P-1	→	50	52	54	54	50	50	52	66	400	4.73	Excellent	
480	P-2	→	52	54	56	54	56	54	54	70	500	4.81	Excellent	
481	A1	→	54	56	50	50	50	48	51	64				
482	Slab	↑	52	54	56	54	50	54	53	60	500	4.59	Excellent	
483	Slab	↑	54	56	54	50	52	54	53	60	420	4.73	Excellent	
484	Slab	↑	56	50	56	54	56	54	53	60	390	4.80	Excellent	
M.	Chainage No-114+250 MNB (New Construction) RHS S/Road													
485	A-1	→	48	50	50	48	48	52	49	60	500	4.39	Good	
486	Slab	↑	50	54	52	50	54	50	52	58	500	4.49	Good	
487	A-2	→	50	52	50	52	50	48	50	62	500	4.51	Excellent	
488	Slab	↑	50	48	54	54	50	50	51	56	500	4.50	Good	
N.	Chainage No-114+250 MNB (New Construction) LHS S/Road													
489	A-2	→	48	52	50	50	52	50	50	62	500	4.60	Excellent	
490	Slab	↑	48	46	52	50	48	48	49	54	500	4.48	Good	
491	A-1	→	46	50	50	48	48	50	49	60	500	4.39	Good	
492	Slab	↑	48	54	54	52	52	56	53	60	500	4.37	Good	
O.	Chainage No-115+605 PUP (New Construction) LHS													
493	A-1	→	52	50	50	48	48	48	49	60	500	4.60	Excellent	
494	A-2	→	48	50	50	48	52	52	50	62	500	4.71	Excellent	
495	Slab	↑	50	48	48	48	48	52	49	52	500	4.61	Excellent	
P.	Chainage No-115+605 PUP (New Construction) RHS													
496	A-1	→	52	54	56	54	50	50	53	68	500	4.51	Excellent	
497	A-2	→	50	50	48	50	52	52	50	62	500	4.60	Excellent	
498	Slab	↑	52	50	48	46	50	50	49	52	500	4.57	Excellent	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES - 178 -

2K-18 NIT FARIDABAD

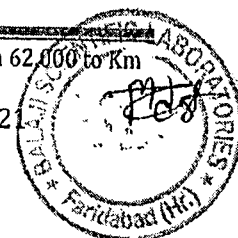
REPORTING OF RESULTS

REPORTING OF RESULTS														
Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading	
Q.	Chainage No-116+050 MNB (Widening) LHS													
499	A-1	→	48	50	50	52	50	48	50	62	450	4.72	Excellent	
500	P-1	→	50	50	50	52	50	50	50	62	400	4.81	Excellent	
501	P-2	→	56	50	50	50	48	50	51	64	350	4.63	Excellent	
502	A2	→	50	48	50	50	48	50	49	60	300	4.59	Good	
503	Slab	↑	52	54	56	58	50	56	54	62	400	4.60	Excellent	
504	Slab	↑	54	56	54	56	50	56	54	62	500	4.73	Excellent	
505	Slab	↑	54	50	52	54	56	54	54	62	390	4.82	Excellent	
R.	Chainage No-116+350 MNB (Widening) LHS													
506	A-1	→	48	48	50	50	52	50	50	62	500	4.61	Excellent	
507	P-1	→	46	50	50	50	48	46	48	58	500	4.50	Good	
508	P-2	→	48	52	50	52	50	50	50	62	500	4.49	Good	
509	P-3	→	50	48	46	50	50	46	52	66	500	4.48	Good	
510	A2	→	50	48	50	48	48	48	49	60	500	4.42	Good	
511	Slab	↑	52	50	50	50	50	52	51	56	500	4.49	Good	
512	Slab	↑	54	50	52	50	50	52	51	56	500	4.47	Good	
513	Slab	↑	54	52	50	50	48	48	50	54	500	4.48	Good	
S.	Chainage No-116+980 MNB (MCW Widening) LHS													
514	A1	→	48	50	52	50	48	48	49	60	500	4.62	Excellent	
515	A2	→	52	50	50	52	48	48	50	62	500	4.50	Good	
516	Slab	↑	54	52	54	52	48	50	52	58	500	4.31	Good	
T.	Chainage No-117+868 MNB (MCW Widening) LHS													
517	A1	→	48	50	50	46	50	52	49	60	500	4.59	Excellent	
518	P1	→	50	52	56	54	50	50	52	64	450	4.63	Excellent	
519	A2	→	48	50	56	54	50	50	51	62	420	4.82	Excellent	
520	Slab	↑	52	54	56	54	56	54	54	62	500	4.90	Excellent	
521	Slab	↑	54	54	56	56	54	50	54	62	350	4.73	Excellent	
522	Slab	↑	54	56	54	56	50	56	54	62	300	4.85	Excellent	
U.	Chainage No-117+868 MNB (SR) LHS New Construction													
523	A-1	→	48	50	52	50	52	50	50	62	500	4.49	Good	
524	A-2	→	48	52	50	52	50	52	51	64	500	4.66	Excellent	
525	P-1	→	48	50	52	50	52	52	51	64	500	4.55	Excellent	
526	Slab	↑	48	48	52	52	50	52	50	54	500	4.67	Excellent	
V.	Chainage No-117+868 MNB (SR) RHS New Construction													
527	A-1	→	48	48	46	50	50	52	49	60	500	4.60	Excellent	
528	P-1	→	50	52	50	52	52	52	51	62	500	4.59	Excellent	
529	A-2	→	48	50	50	52	54	50	51	62	500	4.62	Excellent	
530	Slab	↑	50	48	48	48	50	52	49	52	500	4.63	Excellent	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES -179-

2K-18 NIT FARIDABAD

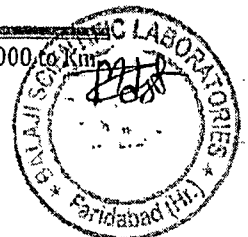
REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading							Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading
W.	Chainage No-118+155 PUP (New Construction) LHS													
531	A-1	→	52	48	50	50	52	50	50	62	500	4.51	Excellent	
532	A-2	→	48	48	50	50	50	48	49	60	500	4.71	Excellent	
533	Slab	↓	46	44	46	44	46	46	45	44	500	4.54	Excellent	
X.	Chainage No-118+155 PUP (New Construction) RHS													
534	A-1	→	52	50	50	52	48	48	50	62	500	4.49	Good	
535	A-2	→	48	50	50	52	50	48	50	62	500	4.48	Good	
536	Slab	↓	46	44	48	44	46	44	45	44	500	4.52	Excellent	
Y.	Chainage No-118+770 MJB (SR New Construction) LHS													
537	A1	→	48	50	48	50	48	52	49	60	600	4.47	Good	
538	P1	→	52	56	52	58	52	56	54	70	550	5.00	Excellent	
539	Slab	↑	48	50	52	52	50	52	51	56	500	4.47	Good	
540	Slab	↑	50	52	52	54	54	54	51	56	500	3.00	Doubtful	
Z.	Chainage No-118+770 MJB (MCW New Construction) LHS													
541	A-1	→	48	46	42	50	48	52	48	58	400	4.44	Good	
542	P-1	→	54	50	52	48	52	58	52	64	600	4.46	Good	
543	A-1	→	48	50	52	48	46	52	49	60	600	4.20	Good	
544	Slab	↑	48	50	54	50	54	52	51	56	500	4.61	Excellent	
545	Slab	↑	50	50	48	54	54	52	51	56	500	4.71	Excellent	
A.	Chainage No-119+517 VUP (MCW New Construction) LHS													
546	A-1	→	48	50	50	52	50	50	50	62	500	4.61	Excellent	
547	A-2	→	50	50	48	48	48	50	49	60	500	4.66	Excellent	
548	Slab	↑	50	48	48	44	46	52	48	50	500	4.64	Excellent	
B.	Chainage No-119+517 VUP (MCW New Construction) RHS													
549	A-1	→	52	52	50	52	50	48	51	64	500	4.67	Excellent	
550	A-2	→	48	48	50	48	50	52	49	60	500	4.59	Excellent	
551	Slab	↑	48	50	50	52	50	52	50	54	500	4.46	Good	
C.	Chainage No-121+050 MNB (MCW Widening) LHS													
552	A-1	→	48	50	52	50	50	52	50	62	500	4.62	Excellent	
553	P-1	→	50	52	50	50	52	50	51	64	500	4.58	Excellent	
554	P-2	→	48	50	48	50	48	48	49	60	400	4.73	Excellent	
555	P-3	→	50	52	50	52	50	50	51	62	300	4.85	Excellent	
556	P-4	→	48	50	48	48	46	48	48	58	350	4.92	Excellent	
557	P-5	→	50	52	48	48	48	50	49	60	400	4.61	Excellent	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES -180-

2K-18 NIT FARIDABAD

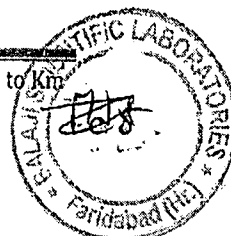
REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading
558	A-1	→	52	54	56	50	50	48	52	66	300	4.59	Excellent
559	Slab	↑	52	54	56	54	50	50	54	62	400	4.85	Excellent
560	Slab	↑	54	56	54	56	50	46	53	60	500	4.62	Excellent
561	Slab	↑	54	52	54	56	54	50	53	60	450	4.55	Excellent
562	Slab	↑	52	54	56	54	56	52	54	62	400	4.50	Good
563	Slab	↑	54	56	56	50	50	52	53	60	300	4.81	Excellent
D. Chainage No-121+330 MNB (MCW Widening) LHS													
564	A-1	→	48	50	52	50	50	52	50	62	500	4.61	Excellent
565	P-1	→	50	50	52	48	50	50	50	62	550	4.49	Good
566	P-2	→	48	50	46	50	48	46	48	58	500	4.81	Excellent
567	P-3	→	50	48	46	48	48	48	48	58	500	4.64	Excellent
568	A-2	→	50	52	44	48	50	50	49	60	400	4.81	Excellent
569	Slab	↑	52	54	54	56	56	54	54	62	300	4.39	Good
570	Slab	↑	54	56	54	56	52	50	54	62	300	4.48	Good
571	Slab	↑	56	56	54	56	54	56	55	64	300	4.81	Excellent
572	Slab	↑	54	50	56	54	56	56	54	62	400	4.62	Excellent
E. Chainage No-121+510 MNB (MCW Widening) LHS													
573	A-1	→	48	50	56	54	56	54	53	68	500	4.61	Excellent
574	P-2	→	50	52	54	56	52	54	53	68	500	4.72	Excellent
575	P-1	→	50	50	52	54	50	48	51	64	550	4.61	Excellent
576	P-3	→	48	50	56	56	54	50	52	66	400	4.49	Good
577	A-2	→	50	56	54	56	54	50	53	68	400	4.81	Excellent
578	Slab	↑	48	54	56	56	56	50	53	60	500	4.52	Excellent
579	Slab	↑	50	54	56	52	50	50	52	58	500	4.55	Excellent
580	Slab	↑	52	54	56	54	56	50	54	62	400	4.71	Excellent
581	Slab	↑	48	50	48	48	48	52	49	52	400	4.74	Excellent
F. Chainage No-122+200 PUP (New Construction) LHS													
582	A-1	→	50	52	48	50	48	50	50	62	500	4.60	Excellent
583	A-2	→	50	52	48	52	52	48	50	62	500	4.61	Excellent
584	Slab	↓	46	44	46	48	46	44	46	60	500	4.52	Excellent
G. Chainage No-122+200 PUP (New Construction) RHS													
585	A-1	→	50	48	48	50	48	50	49	60	500	4.68	Excellent
586	A-2	→	48	50	48	52	50	48	49	60	500	4.72	Excellent
587	Slab	↓	46	44	44	48	48	48	46	60	500	4.69	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES

2K-18 NIT FARIDABAD

REPORTING OF RESULTS

CHIEF ENGINEER
20 MAY 2024
SPV (km/sec)
Concrete Quality Grading
CRIS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	SPV (km/sec)	Concrete Quality Grading
H. Chainage No-123+123 VUP (New Construction) LHS													
588	A-1	→	48	50	52	52	50	50	50	62	500	4.49	Good
589	A-2	→	50	48	50	48	48	48	49	60	500	4.72	Excellent
590	Slab	↓	44	46	48	48	48	48	47	62	500	4.61	Excellent
I. Chainage No-123+123 VUP (New Construction) RHS													
591	A-1	→	48	48	50	50	48	48	49	60	500	4.29	Good
592	A-2	→	46	52	50	50	52	48	50	62	500	4.31	Good
593	Slab	↓	46	46	48	50	48	48	48	64	500	4.61	Excellent
J. Chainage No-125+125 MJB (SR New Construction) RHS													
594	A-1	→	48	50	50	50	50	50	50	62	500	4.61	Excellent
595	P-1-2 Slab	↓	48	52	52	48	50	46	49	66	550	4.52	Excellent
596	P-1	→	52	54	54	54	52	50	53	68	500	4.49	Good
597	P5-P6 Slab	↓	48	50	48	44	46	46	47	62	500	4.44	Good
598	P-2	→	52	50	48	48	48	52	50	62	500	4.51	Excellent
599	P-3	→	48	50	48	48	52	52	50	62	500	4.49	Good
600	P-4	→	48	52	50	50	52	50	50	62	500	4.81	Excellent
601	P-7	→	48	54	52	50	50	52	51	64	500	4.75	Excellent
602	A2	→	50	54	50	50	50	48	50	62	500	4.49	Good
603	P3-P4 Slab	↓	52	54	48	48	48	56	51	70	500	4.48	Good
604	Slab		50	56	50	50	50	50	51	70	500	4.81	Excellent
605	P7-A2 Slab	↓	52	56	50	52	50	50	52	More than 70	500	4.49	Good
606	Slab	↓	50	54	50	52	52	48	51	70	500	4.48	Good
607	A1-P1-G1	→	52	54	54	54	52	50	53	68	500	4.66	Excellent
608	A2-P7-G1	→	56	54	50	52	52	54	53	68	500	4.67	Excellent
609	A2-P7-G4	→	50	56	50	54	56	54	53	68	500	4.56	Excellent
610	A1-P1-G3	→	56	54	50	52	50	52	52	66	500	4.58	Excellent
K. Chainage No-125+685 PUP (MCW New Construction) LHS													
611	A-1	→	52	48	48	50	48	50	49	60	700	3.78	Good
612	A-2	→	54	52	48	44	50	46	49	60	500	4.25	Good
613	Slab	↓	48	46	50	44	46	48	47	62	500	4.44	Good
L. Chainage No-125+685 PUP (MCW New Construction) RHS													
614	A-1	→	48	46	42	48	50	46	47	56	500	3.90	Good
615	A-2	→	46	48	50	46	44	48	47	56	500	4.10	Good
616	Slab	↓	42	50	51	46	44	46	47	62	600	4.30	Good

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES -182-

2K-18 NIT FARIDABAD

REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading							Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec c.)	Concrete Quality Grading
M.	Chainage No-126+410 Flyover (MCW New Construction) LHS													
617	A-1	→	50	52	50	48	50	50	50	62	500	4.61	Excellent	
618	A-2	→	48	50	50	48	48	48	49	60	500	4.62	Excellent	
619	Slab	↓	46	44	46	44	48	44	45	58	500	4.50	Good	
N.	Chainage No-126+410 Flyover (MCW New Construction) RHS													
620	A-1	→	50	50	48	50	48	52	50	62	500	4.49	Good	
621	A-2	→	48	50	48	46	48	52	49	60	500	4.59	Excellent	
622	Slab	↓	46	44	44	42	44	46	44	58	500	4.47	Good	
O.	Chainage No-126+962 MJB (MCW New Construction) LHS													
623	A-1	→	48	50	50	48	48	50	49	60	500	4.66	Excellent	
624	P-2	→	48	50	48	48	50	50	49	60	500	4.54	Excellent	
625	P-3	→	50	48	48	48	50	52	49	60	500	4.61	Excellent	
626	A-2	→	52	52	50	50	50	48	50	62	500	4.52	Excellent	
627	Slab	↓	46	48	46	46	46	48	47	62	500	4.49	Good	
628	Slab	↓	46	44	44	46	46	48	46	60	500	4.03	Good	
P.	Chainage No-127+460 VUP (MCW New Construction) LHS													
629	A-1	→	50	50	52	52	50	50	51	64	500	4.51	Excellent	
630	A-2	→	48	48	52	50	50	52	50	62	500	4.60	Excellent	
631	Slab	↑	48	52	52	50	50	50	50	54	500	4.63	Excellent	
Q.	Chainage No-127+460 VUP (MCW New Construction) RHS													
632	A-1	→	48	50	52	50	50	48	50	62	500	4.61	Excellent	
633	A-2	→	48	52	50	52	50	48	50	62	500	4.49	Good	
634	Slab	↑	48	52	50	50	52	52	50	54	500	4.44	Good	
R.	Chainage No-129+410 Flyover (MCW New Construction) LHS													
635	A-1	→	46	48	48	48	50	52	49	60	400	4.61	Excellent	
636	P-1	→	48	46	48	52	50	50	49	60	600	4.52	Excellent	
637	A-2	→	48	52	50	52	50	52	51	64	500	4.39	Good	
638	Slab	↑	48	48	52	50	50	52	50	54	500	4.66	Excellent	
639	Slab	↑	48	50	52	50	52	50	50	54	500	4.54	Excellent	
S.	Chainage No-131+950 MNB (MCW Widening) LHS													
640	A1	→	48	50	50	52	54	56	52	66	500	4.61	Excellent	
641	A2	→	50	52	50	54	56	50	52	66	500	4.44	Good	
642	Slab	↑	54	56	56	54	56	56	55	64	500	4.81	Excellent	
643	P-1	→	54	50	48	50	50	50	50	62	500	4.61	Excellent	
644	Slab	↑	52	54	54	56	54	56	54	62	500	4.87	Excellent	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

M/s Dilip Buildcon Ltd.

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BALAJI SCIENTIFIC LABORATORIES -183-

2K-18 NIT FARIDABAD

REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading							Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec c.)	Concrete Quality Grading
T. Chainage No-131+950 MNB (SR New Construction) LHS														
645	A-1	→	48	50	48	48	46	50	48	58	500	4.61	Excellent	
646	A-2	→	50	52	50	50	46	48	49	60	500	4.74	Excellent	
647	Slab	↑	54	52	50	50	46	48	50	54	500	4.59	Excellent	
U. Chainage No-131+950 MNB (SR New Construction) RHS														
648	A-1	→	48	50	52	50	50	52	50	62	500	4.59	Excellent	
649	A-2	→	46	48	48	48	50	52	49	60	500	4.53	Excellent	
650	Slab	↑	54	52	50	50	48	46	50	54	500	4.52	Excellent	
V. Chainage No-134+130 VUP (MCW New Construction) LHS														
651	A-1	→	46	48	50	50	48	50	56	More than 70	500	4.61	Excellent	
652	A-2	→	48	46	48	50	52	50	49	60	500	4.62	Excellent	
653	Slab	↑	48	48	52	50	50	50	50	54	500	4.57	Excellent	
W. Chainage No-134+130 VUP (MCW New Construction) RHS														
654	A-1	→	48	48	50	52	50	50	50	62	500	4.51	Excellent	
655	A-2	→	50	50	48	48	46	50	49	60	500	4.21	Good	
656	Slab	↑	48	50	52	50	50	52	50	54	500	4.61	Excellent	
X. Chainage No-134+535 MNB (MCW Widening) LHS														
657	A1	→	48	50	50	52	54	54	51	64	550	4.61	Excellent	
658	A2	→	52	54	56	48	46	50	51	64	450	4.74	Excellent	
659	Slab	↑	54	56	54	56	54	56	55	64	400	4.75	Excellent	
Y. Chainage No-134+535 MNB (SR New Construction) LHS														
660	A-1	→	48	50	52	50	52	50	50	62	500	4.61	Excellent	
661	A-2	→	50	50	52	48	46	48	49	60	500	4.51	Excellent	
662	Slab	↑	54	50	52	56	54	50	53	60	500	4.62	Excellent	
Z. Chainage No-134+535 MNB (SR New Construction) RHS														
663	A-1	→	48	50	52	50	46	50	49	60	500	4.61	Excellent	
664	A-2	→	46	52	50	52	50	50	50	62	500	4.73	Excellent	
665	Slab	↑	48	50	50	50	48	80	49	52	500	4.49	Good	
A. Chainage No-134+756 CUP (MCW New Construction) LHS														
666	A-1	→	48	46	48	50	52	50	49	60	500	4.49	Good	
667	A-2	→	48	48	50	50	48	48	49	60	500	4.38	Good	
668	Slab	↑	48	50	50	52	50	48	50	54	500	4.39	Good	
B. Chainage No-134+756 CUP (MCW New Construction) RHS														
669	A-1	→	48	46	48	50	52	48	49	60	500	4.61	Excellent	
670	A-2	→	48	48	50	50	50	52	50	62	500	4.49	Good	
671	Slab	↑	48	52	50	52	50	52	51	56	500	4.52	Excellent	
C. Chainage No-135+065 MNB (MCW Widening) LHS														
672	A1	→	48	50	52	54	50	56	52	66	500	4.61	Excellent	
673	A2	→	50	52	54	56	50	56	53	68	500	4.72	Excellent	
674	Slab	↑	54	56	54	54	56	50	54	62	350	4.55	Excellent	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

M/s Dilip Buildcon Ltd.

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BALAJI SCIENTIFIC LABORATORIES -184-

2K-18 NIT FARIDABAD

REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading							Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec c.)	Concrete Quality Grading
D.	Chainage No-135+065 MNB (SR New Construction) LHS													
675	A-1	→	48	50	50	46	48	46	48	58	500	4.61	Excellent	
676	A-2	→	50	52	46	50	48	48	49	60	500	4.50	Good	
677	Slab	↑	46	48	48	48	52	52	49	52	500	4.39	Good	
E.	Chainage No-135+065 MNB (SR New Construction) RHS													
678	A-1	→	50	52	50	52	50	48	50	62	500	4.48	Good	
679	A-2	→	48	48	52	50	50	50	50	62	500	4.57	Excellent	
680	Slab	↑	46	48	52	50	52	52	50	54	500	4.53	Excellent	
F.	Chainage No-135+115 MNB (MCW Widening) LHS													
681	A1	→	48	50	50	52	50	52	50	62	500	4.61	Excellent	
682	P-1	→	48	50	52	54	50	50	51	64	450	4.53	Excellent	
683	P-2	→	50	52	50	54	50	54	52	66	500	4.50	Good	
684	A2	→	50	54	48	56	50	46	51	62	500	4.62	Excellent	
685	Slab	↑	52	54	56	54	56	54	54	62	400	4.62	Excellent	
686	Slab	↑	54	56	54	54	56	54	55	64	300	4.62	Excellent	
687	Slab	↑	52	56	54	56	54	54	54	62	500	4.66	Excellent	
G.	Chainage No-135+115 MNB (SR New Construction) LHS													
688	A-1	→	48	50	48	50	50	48	49	60	500	4.61	Excellent	
689	A-2	→	46	46	48	52	50	50	49	60	500	4.57	Excellent	
690	Slab	↓	44	46	44	46	46	48	46	60	500	4.49	Good	
H.	Chainage No-135+115 MNB (SR New Construction) RHS													
691	A-1	→	48	52	50	50	52	52	51	64	500	4.51	Excellent	
692	A-2	→	48	50	52	50	50	50	50	62	500	5.00	Excellent	
	Slab	↓	46	44	44	46	44	46	45	58	500	4.68	Excellent	
I.	Chainage No-135+453 VUP (MCW New Construction) LHS													
693	A-1	→	48	50	52	50	52	50	50	62	500	4.39	Good	
694	A-2	→	48	52	50	50	52	48	50	62	500	4.49	Good	
695	Slab	↓	48	50	52	50	50	50	50	68	500	4.49	Good	
J.	Chainage No-135+453 VUP (MCW New Construction) RHS													
696	A-1	→	48	50	52	50	50	52	50	62	500	4.61	Excellent	
697	A-2	→	52	50	50	52	48	50	50	62	500	4.61	Excellent	
698	Slab	↓	48	50	46	48	48	48	48	64	500	4.48	Good	
K.	Chainage No-69+229 Fly over LHS													
699	P-1	→	50	50	50	48	50	52	50	62	500	4.62	Excellent	
700	P-2	→	50	48	52	50	52	50	50	62	500	4.51	Excellent	
701	G-1	→	52	54	56	54	54	54	54	70	500	4.32	Good	
702	G-2	→	52	50	50	56	54	52	52	66	500	4.46	Good	
703	G-3	→	56	54	52	56	54	50	54	70	500	4.52	Excellent	
704	G-4	→	50	52	56	54	52	56	53	68	500	4.61	Excellent	

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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BALAJI SCIENTIFIC LABORATORIES -185-

2K-18 NIT FARIDABAD

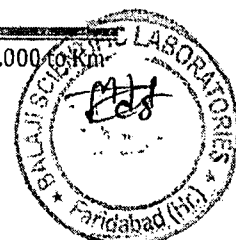
REPORTING OF RESULTS

REPORTING OF RESULTS													
Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading
L.	Chainage No-69+229 Fly over LHS												
705	P-1	→	48	50	52	50	52	50	50	62	500	4.65	Excellent
706	P-2	→	50	56	46	48	52	50	50	62	500	4.44	Good
707	G-1	→	50	56	54	56	54	52	54	70	500	4.46	Good
708	G-2	→	56	54	56	54	56	52	55	More than 70	500	5.00	Excellent
709	G-3	→	50	54	52	50	56	54	53	68	500	4.81	Excellent
710	G-4	→	56	54	56	52	50	56	54	70	500	4.72	Excellent
M.	Chainage No-87+496 MNB (MCW) BHS												
711	A-1	→	50	52	48	50	48	50	50	62	500	4.62	Excellent
712	A-2	→	52	50	48	52	50	50	50	62	500	4.58	Excellent
713	Slab	↑	54	52	56	54	52	54	54	62	400	4.49	Good
N.	Chainage No-97+130 MJB (Center)												
714	A-1	→	50	52	48	50	52	56	51	64	500	4.26	Good
715	P-1	→	52	54	52	52	50	48	53	68	400	4.73	Excellent
716	P-4	→	56	50	52	50	52	54	52	66	500	4.68	Excellent
717	P-5	→	54	52	54	50	52	50	52	66	500	4.63	Excellent
718	P-6	→	50	52	54	52	50	52	52	66	500	4.75	Excellent
719	P-8	→	50	48	52	54	50	56	52	66	400	4.75	Excellent
720	P-9	→	52	50	52	50	52	50	51	64	500	4.82	Excellent
721	P-10	→	52	50	56	54	50	56	53	68	500	4.79	Excellent
722	P-12	→	50	54	56	50	52	54	53	68	500	4.72	Excellent
724	P-14	→	56	50	52	52	50	56	53	68	400	4.58	Excellent
725	P-15	→	52	54	50	50	52	54	52	66	500	4.82	Excellent
726	P-17	→	52	50	52	56	50	52	51	64	500	4.63	Excellent
727	P-18	→	56	54	52	50	50	50	51	64	500	4.59	Excellent
728	P-19	→	52	50	54	52	50	56	52	66	400	4.98	Excellent
729	P-20	→	50	52	52	50	54	54	52	66	500	4.75	Excellent
730	P-21	→	48	54	50	52	50	56	52	66	500	4.54	Excellent
731	P-22	→	52	52	50	54	50	54	52	66	500	4.82	Excellent
732	A-2	→	52	50	54	56	56	54	51	64	500	4.59	Excellent
733	A-1 P-1 G-1	→	58	60	62	62	60	58	53	68	400	4.69	Excellent
734	G-2	→	64	60	62	58	62	60	53	68	500	4.58	Excellent
735	P-1 P-2 G-3	→	60	62	64	62	58	62	53	68	500	4.82	Excellent
736	G-4	→	62	60	58	58	62	60	52	66	500	4.59	Excellent
737	P-2 P-3 G-1	→	62	60	58	64	60	62	52	66	500	4.73	Excellent
738	G-4	→	58	60	62	58	64	60	52	66	400	4.72	Excellent
739	P-3 P-4 G-3	→	58	60	62	60	58	64	52	66	500	4.59	Excellent
740	P-6 P-7 G-3	→	60	62	64	58	60	62	52	66	400	4.72	Excellent

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

M/s Dilip Buildcon Ltd.

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BALAJI SCIENTIFIC LABORATORIES -186-

2K-18 NIT FARIDABAD

REPORTING OF RESULTS

Sr. No.	Location	Direction	Rebound Hammer Reading						Rebound Hammer Average Reading	Equivalent Cube Compressive Strength, N/mm ²	Distance (mm)	UPV (km/sec.)	Concrete Quality Grading
741	G-4	→	64	62	58	60	62	60	52	66	500	4.81	Excellent
742	P-8 P-9 G-1	→	60	62	64	62	60	62	52	66	500	4.93	Excellent
743	G-2	→	58	64	58	60	62	60	54	70	400	4.56	Excellent
744	P-10 P-9 G-3	→	60	62	64	60	62	60	60	More than 70	500	4.59	Excellent
745	G-4	→	60	60	58	62	60	64	61	More than 70	500	4.68	Excellent
746	P-15 P-16 G-2	→	62	60	58	58	60	62	61	More than 70	400	4.78	Excellent
747	G-4	→	60	62	60	64	62	60	60	More than 70	500	4.52	Excellent
748	P-15 P-16 G-2	→	62	60	58	64	60	62	61	More than 70	500	4.90	Excellent
749	G-4	→	64	62	60	62	64	62	60	More than 70	500	4.81	Excellent
750	P-22 A-2 G-3	→	62	60	58	58	60	62	60	More than 70	400	4.75	Excellent
751	G-4	→	60	62	62	60	58	60	61	More than 70	500	4.82	Excellent

Velocity Criterion for Concrete Quality Grading

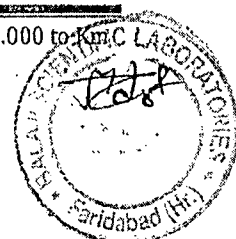
S. No.	Ultrasonic Pulse Velocity (Km/sec)	Concrete Quality Grading
1.	Above 4.50	Excellent
2.	3.75 to 4.50	Good
3.	Below 3.75	Doubtful

Project:- Rehabilitation and Up-gradation of Six-laning of Chandikhole- Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

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TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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Ref: TPF-SCIA/IE/SCIA029/Concessionaire/2022-23/886

Date: 22.07.2022

To

The Authorized Signatory,

DBL Chandikhole Bhadrak Highways Pvt Ltd.

Village- Nalang, Near Sai Temple

Bhadrak -756112, Odisha

Subject: Independent Engineer services for Rehabilitation & up-gradation of Six laning of Chandikhole – Bhadrak section of NH-05 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP-Phase-V Bharatmala Pariyojana on Hybrid Annuity Mode – **Observations during Joint Site Inspection in regards to application for issuance of Provisional Commercial Operation Date- Reg:**

Reference:

Your letter no. DBL/NHAI/CB/2022/Site/1295 dated 17.07.2022

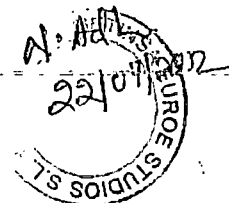
Dear Sir,

With reference to the above captioned subject, it is to mention that a site visit has been conducted by the undersigned on dated 21.07.2022. During site visit, various defects and deficiencies in regards to the construction of Project Highway has been pointed out and also communicated to your representative present in the site visit. The observations are as mentioned below:

- I. At several locations the construction of Project Highway is in progress.
- II. The median plantation work is very poor throughout the Project Highway. Plantation work needs to be expedited with Top Priority during this upcoming monsoon.
- III. The road marking at various stretches in piece of meal is yet to be completed. Also, the newly painted road marking at some stretches are peeled off.
- IV. There is jerk in Expansion joint at various Major Structures. Specially, the expansion joint in Flyover at Km. 78+781, Major Bridge at 78+225 & MJBR at Km. 97+130 needs to be repaired/ replaced.
- V. There is rain cut in shoulder. Also, the Damaged shoulder at various locations needs to be rectified. In addition to the above, at several locations the slope at high embankment sections needs to be repaired as per standard and specifications.

Am.
Adv

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TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagannathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hyt Annuity project on DBFOT Pattern under NHDP Phase-V

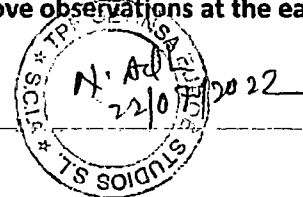
FCRN: F04460, CIN: U74140DL2009PTC188591

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- VI. Various sign board like safety signages, infirmity sign board needs to be placed at site. Overhead gantry as per drawing is yet to be fixed.
- VII. Hazard marker board at approaches of Minor Bridge is missing.
- VIII. The balance area at Toll Plaza needs to provide with paved surface. Road side Drain at Toll Plaza for drainage of surface water of Project Highway needs to be constructed. Also, Administration building, landscaping is not yet completed in Toll Plaza.
- IX. Floor protections work of various CD structures is not yet completed as per specification.
- X. As per the repair & rehabilitation methodology, the railing of parapet wall to be replaced by crash barrier is in progress but not yet completed.
- XI. Fixing & Painting of Hectometre/ Kilometre stone & Kerb work needs to be expedited.
- XII. Road side Boundary stones are yet to be fixed.
- XIII. As per Schedule-C of Contract Agreement, the minimum length for fixing of Metal Beam Crash Barrier is yet to be completed at site. In addition to the above, the end treatment of MBCB needs to be carried out as per specifications. Also, in general at some locations the height of MBCB seems to be less with compare to the specifications.
- XIV. Median plantations work is not yet completed. Unwanted vegetations in median and shoulder site needs to be removed.
- XV. CCTV camera & Emergency Call Box (ECB) are yet to be fixed as per relevant specifications and provision of Contract Agreement.
- XVI. Junctions as per provision of CA, needs to be developed properly for safety of traffic. Highway Lighting at several sections is not yet completed.
- XVII. As per provision of CA, the Chain linking Galvanised Fencing work is not yet started.
- XVIII. The provision of utility duct as per Contract Agreement is yet to be completed.

In view of above, you are hereby advised to compliance of the above observations at the earliest for smooth traffic movement and safety of the traffic.



-189-

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

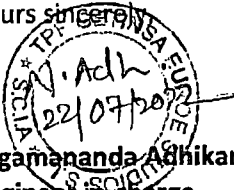
FCRN: F04460, CIN: U74140DL2009PTC188591

getinsa-euroestudios



Thanks & regards

Yours sincerely



Nigamananda Adhikari,
Engineer in charge,
Chandikhole-Bhadrak.

TPF GetinsaEuroestudios S L

In Association With

Segmental Consulting & Infrastructure Advisory (P) Ltd.

Copy submitted to:

1. CGM (Tech) & RO- Odisha, NHAI – For kind information please.
2. Project Director, PIU, Balasore- For kind information please.

Am
Adv

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सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क पारिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

परियोजना कार्यान्वयन इकाई / Project Implementation Unit

प्लॉट सं - १०८६, चांदमारीपड़ीआ रोड, सहदेवखुण्टा, बालेश्वर - ७५६००१ (ओडिशा)

Plot No. 1086, Chandmaripadia Road, Sahadevkhunta, Balasore - 756001 (Odisha)

दूरभाष / Tel : 06782-263366

ई मेल / e mail : nhaibalasore@gmail.com, plubalasore@nhai.org

ANNEXURE - 9



NHAI/11014/15/IE/2022/PIU/BLS/ १२१

23 July 2022

To

The Authorized Signatory,
M/s TPF Getinsa Euroestudios S.L with
Segmental Consulting & Infrastructure Advisory Pvt. Ltd.,
3rd Floor, Above SBI Bank,
Jagganathpur, PO: Madhabnagar,
Dist - Bhadrak, Odisha - 756181

Sub.: Independent Engineer Services for Rehabilitation and Upgradation to Six-Laning of Chandikhole - Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V - Safety Audit for PCOD - reg.

- Ref.: 1. Safety Consultant letter No.7206 dated 23.07.2022
2. This office letter No.902 dated 19.07.2022
3. Concessionaire letter No.1300 dated 19.07.2022
4. Safety Consultant letter No.7179 dated 15.07.2022

Sir,

With reference to the subject cited above, please find enclosed herewith the copy of letter No.7206 dated 23.07.2022 of Safety Consultant M/s Chaitanya Projects Consultancy Pvt. Ltd. certified therein the project highway is safe and reliable for road user and recommended for commercial operation and provisional completion.

In this regard, it is requested to go through the same and submit your comments/recommendation at the earliest to this office for taking further necessary action.

Encl.: As above

Yours sincerely,

(J. P. Verma)

DGM (Tech.) & Project Director

Am
Adv

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CHAITANYA

PROJECTS CONSULTANCY (P) LTD.
(An ISO 9001:2015 Certified Company)

CIN NO.: U74140DL2004PTC124286

(120) 4120472 | 41120472

Highways, Bridges & Expressways,
Urban Infrastructures & Railways.

✉ chaitanya.projects@gmail.com

🌐 www.chaitanyaprojects.com

Ref: CPC/RS-7/2020/HO/032/7206

Date: 23.07.2022

To,

The Project Director,
Project Implementation Unit -Balasore
Plot No. 1086, Chandmari,
Padi Road, Sahadikunta,
Balasore-756001

Sub: Safety Consultant Services for Rehabilitation and up gradation by Six lanning of Chandikhole-Bhadhrakh section of NH-5(New NH-16) from Km. 62.000 to Km 136.500 in the State of Odisha under NHDP-IV on Hybrid Annuity Mode - PCOD Recommendation Letter-Reg.

Ref.:

- (I) Your office letter No: NHAI/ 11014/3/2022/PIU/BLS/835 dated: 04.07.2022
- (II) This office letter No: CPC/RS-7/2020/HO/031/7179 dated: 15.07.2022
- (III) Concessionaire letter No: DBL/NHAI/CB/2022/site/1300 dated: 19.07.2022
- (IV) Your office letter No. NHAI/11014/3/2022/PIU/BLS/902 dated: 19.07.2022

Sir,

We, The Chaitanya Projects Consultancy Pvt. Ltd., are appointed as a safety consultant Services for Rehabilitation and up gradation by Six lanning of Chandikhole-Bhadhrakh section of NH-5(New NH-16) from Km. 62.000 to Km 136.500 in the State of Odisha under NHDP-IV on Hybrid Annuity Mode:

As per your Letter referred at SI No. (I), we carried out site inspection on 09.07.2021 as per IRC: SP:88-2019 and issued the Pre-opening stage report with detailed observations with mitigation measures for compliance by concessionaire vide this office letter referred at SI No. (II).

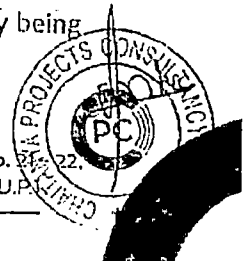
We received the compliance report from the concessionaire, M/S DBL Chandikhole-Bhadhrakh Highway Pvt. Ltd. vide letter referred at SI No. (III) and same has been forwarded from your good office vide letter referred at SI. (IV). Subsequently the safety compliance report is attached herewith as Annexure I. The deficiencies that were identified during site audit along with required improvement, were recommended for modification in the report/ letter. It has been noticed that observations recommended have been satisfactorily implemented on the project highway to enhance safety of road users.

Accordingly, the provisional PCOD safety report is prepared conforming to article 18 of the concession agreements and being submitted in 5 Set of hard copies.

It is submitted that most of the safety improvement measures recommended have already been complied by concessionaire. As a Road Safety Consultant, it is certified that the above-project road is safe and reliable for the road users and is hereby being recommended for the commercial operation and Provisional completion.

📍 **CORPORATE OFFICE:**
101, 1st Floor, Tower No. 3, Okaya Center,
Block-B, Sector-62, Noida 201301, India

📍 **HEAD OFFICE:**
C-4 & C-5, 2nd Floor, R.K. Tower, Plot No. 21, 22,
Sector-4, Vaishali, Ghaziabad - 201012 (U.P.)



Am
Adv **ATTESTED TO BE TRUE COPY**

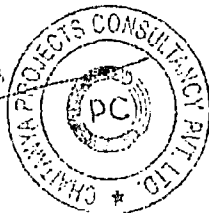
It is further submitted that the after observations mentioned in Punch List issued by Independent Engineer and compliance of safety measures, final COD shall be issued as per Schedule-L of the concession agreement

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

Yours Faithfully

For Chaitanya Projects Consultancy Pvt. Ltd.

(S.K. Sinha)
Team Leader



Encl: As above.

Copy to:

1. Project Manager, M/s Dilip Buildcon Highway Ltd.
Odisha.
2. Team Leader, M/S. TPF Gefinsa Eurostudios S.L.
in association with Segmental Consulting &
Infrastructure Advisory Pvt. Ltd, Odisha.

For info and n/a.

Am
Adv

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

प्लॉट-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

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

NHAI/CGM(CMC)/2015 / 75902

21.12.2015

To

All CGM(T)/GM(T),
NHAI-HQ

Sub.: Issuance of Completion Certificate or Provisional Completion Certificate in respect of PPP projects by Independent Engineer.

Sir,

The issuance of Completion Certificate or Provisional Completion Certificate in respect of PPP Projects was deliberated by the Executive committee in its 238th meeting held on 23.04.2015 and it was decided that henceforth the Completion Certificate/ Provisional Certificate for PPP Project shall be issued by the IE without seeking prior clearance from NHAI or any other Authority as per the relevant provisions of the Concession agreement.

2. Accordingly, Technical Divisions were advised vide letter dated 24.04.2015 and to issue instructions to IEs appointed for PPP projects under their jurisdiction. Subsequently based on representation of NHBF, the above check-list/guidelines were also modified and Technical Divisions were advised vide letter dated 22.05.2015 to issue these modifications.

3. It has been observed that some IEs are performing their role perfunctorily/casualty in this important issue and the Provisional Completion Certificates (PCC) or Completion Certificates are issued without ensuring faithful compliance with the provisions of the Concession Agreement. In the project 4-laning of Beawar-Pali-Pindwara section of NH-14 in the State of Rajasthan under NHDP Phase- III on DBFOT basis, IE had issued Provisional Completion Certificate even though the newly constructed carriageway deteriorated immediately after construction completion. Clearly, in the case, there has been an oversight and even irresponsible behaviour of the IE. Other infirmities/irregularities in issuance of Provisional Completion Certificate/Completion Certificate have also been noticed and with approval of Executive Committee, it is decided to modify the earlier issued guidelines/checklist. Accordingly, all technical division are requested to issue the enclosed letter to IEs appointed for PPP projects under the jurisdiction.

4. This has the approval of Competent Authority.

Encl: As above

(L.P. Padhy)
CGM (T)-CMC

Copy to:-

1. PS to Chairman, NHAI
2. PS to Member (F), NHAI
3. PS to Member (F)/Member (A), NHAI
4. PS to Member (T), NHAI
5. PS to CVO, NHAI
6. All ROs and PDs for information and necessary action please.

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To

M/s _____

Sub.: Issuance of Completion Certificate or Provisional Completion Certificate in respect of PPP projects by Independent Engineer

Sir,

This has reference to NHAI's letter dated _____ and _____ on the above subject conveying the decision of NHAI that the Independent Engineer will issue Completion Certificate or Provisional Completion Certificate as the case may be without seeking prior clearance from NHAI or any other Authority as per relevant provisions of Concession Agreement.

2. It was clarified that since the IE will be the Authority to issue of Provisional Completion Certificate, they should take the entire responsibility for compliance of the provisions of the Concession Agreement before issue of the Completion Certificate. The IE was advised to act strictly as per the Concession Agreement keeping the overall public interest in view in a fair and impartial manner consistent with the highest standard of professional integrity. A checklist based guidelines to be followed by IEs for issue of Completion Certificate or Provisional Completion Certificate was also circulated. The checklist was only indicative and did not intend to alter or modify the role of IE as stipulated in the respective Concession Agreement.

3. It has, however, been observed that IEs are performing their role perfunctorily/casually in these matters and the Provisional Completion Certificates or Completion Certificates are issued without ensuring faithful compliance to the provisions of the Concession Agreement. In one of the projects in the State of Rajasthan, namely 4-laning of Beawar-Pali-Pindwara section of NH-14 under NHDP Phase-III on DBFOT basis, IE had issued Provisional Completion Certificate even though the newly constructed carriageway deteriorated immediately after construction completion. Several other infirmities/irregularities in issuance of Provisional Completion Certificate/Completion Certificate have also been noticed.

4. Issuance of Completion Certificate is linked with the start of tolling for the project. Untimely issuance of Completion Certificate without due regard to the 'safety' & 'reliability' aspects and which are in contravention of the tenets of the Concession Agreement will surely invite complaints and public criticism.

5. In order to issue Provisional Completion Certificate or Completion Certificate in a fair and impartial manner, it has been decided to issue the following guidelines in partial modifications of the earlier guidelines:-

- i) Regional Officer or his representative shall invariably be associated during conduct of Tests prior to likely completion of the Project Highway as per Clause 14.1 of the Concession Agreement. Upon completion of each Test, the Independent Engineer shall provide the copies of all Test data including detailed Test results to the Authority.

4

- ii) Before issuing of Provisional Completion Certificate or Completion Certificate, the IE shall notify his intention of doing so along with details to the RO with a copy to NHAI Headquarter.
- iii) Upon receipt of such report from IE, the RO shall conduct inspection of the Project Highway and convey his observations on the proposal of IE within 10 days with a copy to HQ. If RO concurs with the IE's proposal, IE shall proceed with issue of Provisional Completion Certificate or Completion Certificate. If RO is of the opinion that the project highway is not yet fit and safe for commercial service, he shall notify the IE/Concessionaire with reasons for disagreement. The IE shall thereupon re-assess the proposal and in the interim withhold issuing of Provisional Completion Certificate/Completion Certificate. It will be the responsibility of the IE to ensure that the Concessionaire remedies and rectifies such defects or deficiencies pointed out by the RO. IE shall satisfy himself that all the defects/deficiencies are remedied and rectified by the Concessionaire and thereafter IE shall proceed with the issuance of Provisional Completion Certificate or Completion Certificate as the case may be. It is, however, clarified that :
- (A) Provisional Completion Certificate/Completion Certificate will be issued by IE.
- (B) The IE may however proceed with the issuance of Provisional Completion Certificate or Completion Certificate, if notwithstanding the report of the RO, he is convinced that the Project Highway can be safely and reliably put in commercial operation. IE will record his detailed reasons in writing for non-acceptance of RO's observations and send a report in this regard to the Authority.
- iv) The checklist based guidelines issued earlier with NHAI's letter dated _____ and letter dated _____ shall remain applicable.

Yours faithfully

(.....)

Am
Adv
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✓

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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Ref: TPF-SCIA/029/IE/Concessionaire/PCOD/2022-23/906

Date: 19.08.2022

To

The Authorized Signatory,

DBL Chandikhole Bhadrak Highways Pvt Ltd.

Village- Nalang, Near Sai Temple

Bhadrak -756112, Odisha

Subject: Independent Engineer services for Rehabilitation & up-gradation of Six laning of Chandikhole – Bhadrak section of NH-05 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP-Phase-V Bharatmala Pariyojana on Hybrid Annuity Mode – **Issuance of “Provisional Certificate” in accordance with Article 14 of Concession Agreement.** -
Reg:

Reference:

1. Concession Agreement dated 09.04.2018.
2. Your letter No. DBL/NHAI/CB/2019-20/Site/1295 dated 17.07.2022
3. Safety Consultant letter no. CPC/RS-7/2020/HO/032/7206 dated 23.07.2022
4. Our letter No. TPF-SCIA/029/IE/NHAI/PCOD/2022-23/890 dated 24.07.2022
5. RO Odisha letter no. NHAI/11012/27/RO/OD/2580/2022 dated 18.08.2022
6. PIU letter no. NHAI/11014/8/DBL/2022/PIU/BLS/1033 dated 18.08.2022

Dear Sir,

In inviting reference to the above captioned subject, please refer to the letter under **reference (5)**, wherein the concurrence of the CGM (Tech.) & Regional Officer- NHAI, for the proposal of Issuance of Provisional Certificate for a length of 70.558 Km. out of total length of 74.50 Km. as per NHAI Policy Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015 has been conveyed. In this connection, we would like to submit the following:

1. Prima facie, it is pertinent to recapitulate that NHAI has entered into an Agreement with M/s. DBL Chandikhole Bhadrak Highways Ltd. for Rehabilitation and Up-gradation to Six-Laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km. 62.000 to Km. 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V. The Project has been awarded for a length of 74.5 Km. with a project cost amounting to Rs. 1522.00/ crore.

2. The brief history of the Project is mentioned below:



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TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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Sl. No	Item	Description
1	Project	Rehabilitation and Up-gradation to Six-Laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V
2	Mode of Implantation	HAM
3	Authority Engineer	TPF Getinsa Eurostudios, S.L. in association with Segmental Consulting & Infrastructure Advisory (P) Ltd.
4	Concessionaire	M/s. DBL Chandikhole Bhadrak Highways Ltd. (DBL CBHL).
5	Date of Agreement	9th April' 2018.
6	Appointed Date	16th December' 2018
7	Original Contract Price	Rs. 1522 Cr.
8	Original Length of Project	74.5Km.
9	Scheduled Completion Date	12.06.2021
10	Revised Schedule Completion Date	24.07.2022
11	Physical progress	90.50%
12	Financial progress	90.00%

4. Earlier, as per the request of Concessionaire, considering the impact of COVID-19, due to the delay not attributable to Concessionaire or beyond the control of Concessionaire, Competent Authority had conveyed for Extension of Time for Schedule Completion Date upto 24.07.2022. The revised Project Mile Stone are as here under:

Project Mile stone	Brief particulars	Occurrence from Appointed date	Scheduled date	Revised Date as approved EOT
Mile stone I	20% of Physical Progress	On 290 th day	01-10-2019	-
Mile Stone II	35% of Physical Progress	On 430 th day	18-02-2020	-
Mile Stone III	75% of Physical Progress	On 690 th day	04-11-2020	15-Dec-2021
Schedule Completion	Completion Project	On 910 th day	12-06-2021	24-July-2022

N. Adhikari
19.08.2022
TPF GETINSA EUROESTUDIOS

-198-

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

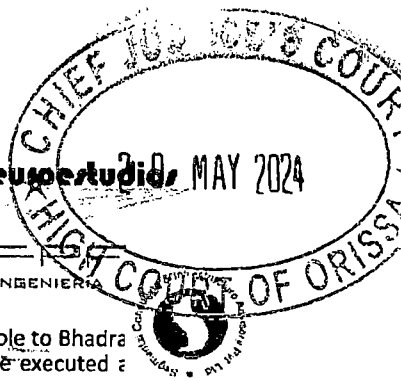
Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

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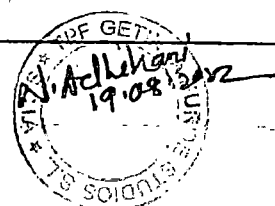
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5. The Project Highway has been constructed as per scope broadly outlined under **Schedule B & C**, and generally in conformity with the Technical Specifications and Standards set forth in **Schedule-D** of the Concession Agreement. The following stretches has been completed as under :

Sl. No.	From (Km.)	To (Km.)	Side	LHS Length (m.)	RHS Length (m.)	Remarks
1	62+000	68+800	BHS	6800	6800	
2	69+400	82+506	BHS	13106	13106	
3	82+506	83+210	RHS	0	704	2 Lane Existing Bridge available on LHS, additional 2 Lane Bridge in centre is Descoped.
4	83+210	88+000	BHS	4790	4790	
5	88+700	95+900	BHS	7200	7200	
6	95+900	96+170	RHS	0	270	
7	96+170	99+360	BHS	3190	3190	
8	99+750	100+000	BHS	250	250	
9	100+000	113+300	BHS	13300	13300	
10	113+300	114+000	LHS	700		
11	114+000	122+070	BHS	8070	8070	
12	122+070	122+400	LHS	330		
13	122+400	122+700	BHS	300	300	
14	123+600	128+800	BHS	5200	5200	
15	128+800	129+500	LHS	700		
16	129+500	136+500	BHS	7000	7000	
	Total Length (m.)			70936	70180	
	Total Length in BHS 3 Lane (m.)			141116		
	Total Length in 6 Lane (m.)			70558		



TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

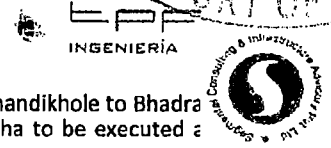
Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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6. All the relevant Tests in accordance with 14.1.2 and **Schedule I** of the Concession Agreement have been conducted in presence of representatives of IE, Concessionaire and witnessed by the Authority. The tests as per Schedule-I which are briefly summarized as here under:

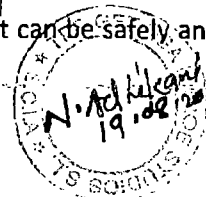
- (i) Visual and Physical Test
- (ii) Test Drive
- (iii) Riding Quality Test
- (iv) Pavement Composition Test
- (v) Cross Section Test
- (vi) Structural Test for bridges and Flyovers:
 - a) Load Test
 - b) Ultrasonic Pulse Velocity
 - c) Rebound Hammer Test
- (vii) Other Tests:
 - a) Material Testing
 - b) Network Survey Vehicle Test
- (viii) Safety Audit

7. It is submitted that detailed reports of all above tests conducted under provisions specified in clause 14.1.2 & Schedule-I Concession Agreement have been examined as per provisions of the relevant IRC and MoRTH guidelines and they have been found satisfactory.

8. The safety audit has been carried out by the Safety Consultant as per **Schedule-L** of the CA on 09.07.2022 at Completion stage and Safety Consultant submitted their report / observations which the Concessionaire complied vide their letter no. DBL/NHA/ICB/2022/Site/1300 dated 19.07.2022. After reviewing the compliance, Safety Consultant vide letter no. CPC/RS-7/2020/HO/032/7206 dated 23.07.2022 has recommended the following:

"most of the safety improvement measures recommended have already been complied by Concessionaire. As a Road Safety Consultant, it is certified that the above project road is safe and reliable for the road users and is hereby being recommended for the commercial operation and provisional completion certificate."

9. As per Clause No. 14.3.1 of the Concession Agreement, which reads as " subject to the provision 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



TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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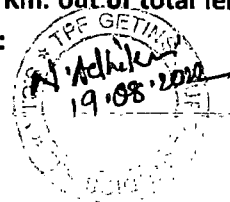
for commercial operation though certain works or things forming part thereof are outstanding and not yet completed. In such an event, the Provisional certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer shall not withhold the Provisional Certificate for reason of any works 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 item”.

10. Accordingly, pursuant to clause 14.3.1 of Concession Agreement, certain items have been proposed/considered in Punch list. **Punch List A-** for RCC drain at 05 nos of locations, construction of rest Area at Km.83+550, Landscaping at Km. 83+550 & Toll Plaza at Km.102+500, Median & Avenue Plantation, 1591 nos. of Electric Pole erection, ROW Fencing, Road Boundary Stone and Turfing from Km. 83+350 to Km. 83+650.

Punch list-B for MCW (Linear Length 7180m), Service Road (Linear length 11835m), RCC Drain (Linear length 17158m), Footpath & Separator Kerb (Linear length- 3817m). Bus Shelter (5 Nos.), Minor Junction (6 Nos.), New Minor Bridge- Service Road (2 Nos.), Box Culvert- SR (2 Nos.), Widening of Box Culvert- SR (1 No), Existing office/ Admin Building.

The details of Punch List A & B are also enclosed herewith for ready reference. Further, the cost of completion for each of the outstanding items included in the Punch list has been submitted by Concessionaire.

11. The completed works have been inspected on 10.08.2022 by the CGM (Tech.) & RO, Odisha along with the PD, IE & Concessionaire and a set of observations have been made by RO, NHAI, vide letter no. **2540 dated 11.08.2022**. The Concessionaire has complied the observations made by RO, Odisha. Accordingly, vide letter under reference (6), the concurrence of Competent Authority has been conveyed for issuance of the Provisional Certificate by Independent Engineer, in accordance with NHAI circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015.
12. In view of the above, on successfully conducting all the Tests, based on recommendation of Safety Consultant, pursuant to Article 14 of the Concession Agreement, as per concurrence of the Competent Authority in accordance with NHAI circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015, the Provisional Certificate of Completion is hereby issued to the Concessionaire M/s DBL CHANDIKHOLE BHADRAK HIGHWAYS LIMITED for a length of 70.558 Km. out of total length of 74.50 Km. with effect from 24.07.2022, subject to the following condition:



TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

getinsa-euroestudios

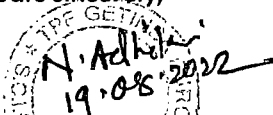


- I. Items under punch to be completed within time line as specified in Concession Agreement or time line approved by the Competent Authority.
- II. The time limit for completion of COS items as agreed in the Settlement Agreement may be strictly adhered to.
- III. Pursuant to Article 12.2(g), the Concessionaire shall furnish As Built Drawings within 90 days from the date of COD declared.

The "Provisional Certificate" in the form set forth in Schedule-J is hereby issued and enclosed by Independent Engineer with a list of items ("the Punch List") jointly signed by concessionaire.

Thanks & regards

Yours sincerely,


Nigamananda Adhikari,
Engineer in-charge,
Chandikhole-Bhadrak.

TPF GetinsaEuroestudios S L

In Association With

Segmental Consulting & Infrastructure Advisory (P) Ltd.

Enclosure: As stated above.

Copy submitted to:

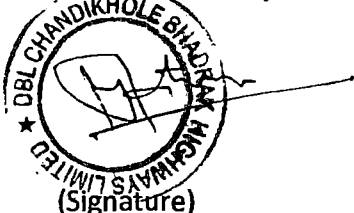
1. CGM Tech & RO, Odisha, NHAI- For kind information please.
2. Project Director- NHAI, PIU, Balasore- For kind information please.

PROVISIONAL CERTIFICATE

1. I/We, **TPF Getinsa Eurostudios S.L in Association with Segmental Consulting & Infrastructure Advisory Pvt. Ltd**, acting as Independent Engineer, under and in accordance with the Concession Agreement Dated 9th April, 2018 (the "Agreement"), for development, operation, rehabilitation & up-gradation to Six-Laning of Chandikhole – Bhadrak Section of NH-5 (New NH-16) from Km. 62.000 to Km. 136.500 in state of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V (the "Project") on design, build, operate and transfer (the "DBOT Annuity or Hybrid Annuity") basis through **DBL CHANDIKHOLE BHADRAK HIGHWAYS LIMITED** (Name of the Concessionaire), hereby certify that the Tests specified in Article 14 and Schedule-I of the Agreement have been undertaken for the Project/section **"Rehabilitation and Up-gradation of Six-laning of Chandikhole – Bhadrak section of NH-05 (New NH-16) from Km. 62.000 to Km. 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V"** 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. Through the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire, 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 **"Rehabilitation and Up-gradation of six-laning of Chandikhole – Bhadrak section of NH-05 (New NH-16) from Km. 62.000 to Km. 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V"** 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 **24th day of July 2022**.

ACCEPTED, SIGNED, SEALED AND DELIVERED

FOR AND ON BEHALF OF
CONCESSIONAIRE by:



(Signature)

Name: Manoj Kumar Tiwari
Designation: Project Manager
DBL Chandikhole – Bhadrak Highways Limited

SIGNED, SEALED AND DELIVERED

FOR AND ON BEHALF OF
INDEPENDENT ENGINEER by:



(Signature)

Name: Mr. Nigamananda Adhikari
Designation: Engineer In-charge
TPF Getinsa Euroestudios S L
In Association With Segmental Consulting & Infrastructure Advisory (P) Ltd.

Rehabilitation and Up-gradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project on DBFOT Pattern under NHDP Phase V.

PUNCH LIST -A

(Work to be Completed within 90 days after Issuance Of Provisional Completion Certificate)

Item No:-(1).Balance Works Detail of Drain

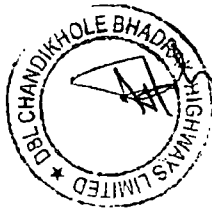
Sr.No.	Description	Chainage		Side	Length	Unit	Status	Remark's
		From	To					
1	RCC Drain	62+415	62+450	RHS	35	Rmt.	Work in progress	
2	RCC Drain	70+150	70+250	RHS	100	Rmt.	Work in progress	
3	RCC Drain	81+840	81+960	LHS	120	Rmt.	Work in progress	
4	RCC Drain	81+880	81+920	RHS	40	Rmt.	Work in progress	
5	RCC Drain	83+250	83+500	RHS	250	Rmt.	Work in progress	
Total Linear Meter (Length)					545			

Item No:-(2) Balance Works for Construction of Rest Area

Sr.No.	Description	Chainage		Side	Qty	Unit	Status	Remarks
		From	To					
1	Rest Area	83+550		LHS	1	No's	Work in progress	

Item No:-(3) Balance Works Detail of Landscaping

Sr.No.	Description	Chainage		Side	Qty	Unit	Status	Remarks
		From	To					
1	Rest Area	83+550		LHS	1	No's	Work in progress	
2	Toll Plaza	102+500		BHS	1	No's	Work in progress	



Rehabilitation and Up-gradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project on DBFOT Pattern under NHDP Phase V.

PUNCH LIST -A

(Work to be Completed within 90 days after Issuance Of Provisional Completion Certificate)

Item No:- (4) Balance Works Detail of Plantation

Sr.No.	Description	Chainage		Side	Qty	Unit	Status	Remarks
		From	To					
1	Median Plantation	62+000	136+500	BHS	5000	Nos.	Work in progress	
2	Avenue Plantation	62+000	136+500	BHS	1800	Nos.	Work in progress	

Item No:- (5).Balance Works Detail of Electric Pole

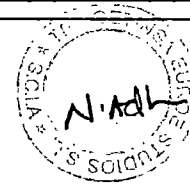
Sr.No.	Description	Chainage		Side	Nos	Unit	Status	Remarks
		From	To					
1	Electric Pole	62+000	136+500	BHS	1591	No's	Work in progress	

Item No:- (6).Balance Works Detail of ROW Fencing

Sr.No.	Description	Chainage		Side	Nos	Unit	Status	Remarks
		From	To					
1	ROW Fencing	62+000	136+500	BHS	74.5	Km	Work in progress	
2	Road Boundary Stone	62+000	136+500	BHS	2565	No's	Work in progress	

Item No:- (7).Balance Works Detail of Turfing

Sr.No.	Description	Chainage		Side	Quantity	Unit	Status	Remarks
		From	To					
1	Turfing	83+350	83+650	RHS	2400	Sqm	Work in progress	



-204-

Rehabilitation and Up-gradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project on DBFOT Pattern under NHDP Phase V.

PUNCH LIST -B

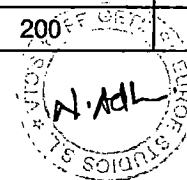
(Following works can not be excuted due to delay in avalability of land and proposed in COS)

Item No:- (1) Balance Works Detail of MCW Road

Sr.No.	Description	Chainage		Length	Side	Remarks
		From	To			
1	MCW	68+800	69+400	600	LHS	
2	MCW	68+800	69+400	600	RHS	
3	MCW	88+000	88+700	700	RHS	
4	MCW	88+000	88+700	700	LHS	
5	MCW	95+900	96+170	270	LHS	
6	MCW	99+360	99+750	390	LHS	
7	MCW	99+360	99+750	390	RHS	
8	MCW	113+300	114+000	700	RHS	
9	MCW	122+070	122+400	330	RHS	
10	MCW	122+700	123+600	900	LHS	
11	MCW	122+700	123+600	900	RHS	
12	MCW	128+800	129+500	700	RHS	
Total Linear Meter (Length)				7180.000		

Item No:- (2) Balance Works Detail of Service Road

Sr.No.	Description	Chainage		Length	Side	Remarks
		From	To			
1	Service Road	81+470	81+640	170	LHS	
2	Service Road	102+150	102+250	100	LHS	
3	Service Road	107+810	108+400	590	LHS	
4	Service Road	136+100	136+300	200	LHS	

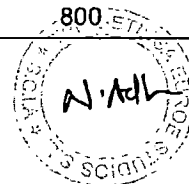


-205-

Rehabilitation and Up-gradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project on DBFOT Pattern under NHDP Phase V.

PUNCH LIST -B

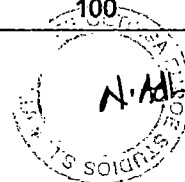
(Following works can not be excuted due to delay in avalability of land and proposed in COS)						
5	Service Road	62+100	62+300	200	RHS	
6	Service Road	62+340	62+540	200	RHS	
7	Service Road	62+540	63+550	1010	RHS	
8	Service Road	63+935	63+950	15	RHS	
9	Service Road	64+100	64+800	700	RHS	
10	Service Road	64+800	65+160	360	RHS	
11	Service Road	65+160	65+630	470	RHS	
12	Service Road	67+480	68+080	600	RHS	
13	Service Road	68+080	68+100	20	RHS	
14	Service Road	68+425	68+445	20	RHS	
15	Service Road	74+480	75+080	600	RHS	
16	Service Road	80+400	80+450	50	RHS	
17	Service Road	88+700	90+400	1700	RHS	
18	Service Road	102+100	102+250	150	RHS	
19	Service Road	107+200	108+400	1200	RHS	
20	Service Road	115+300	115+900	600	RHS	
21	Service Road	120+880	121+050	170	RHS	
22	Service Road	122+050	122+470	420	RHS	
23	Service Road	125+340	125+380	40	RHS	
24	Service Road	128+650	129+500	850	RHS	
25	Service Road	131+600	132+400	800	RHS	



Rehabilitation and Up-gradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annulity Project on DBFOT Pattern under NHDP Phase V.

PUNCH LIST -B

(Following works can not be excuted due to delay in avalability of land and proposed in COS)						
26	Service Road	133+000	133+600	600	RHS	
Total Linear Meter (Length)				11835.000		
Item No:- (3) Balance Works Detail of Drain work						
Sr.No.	Description	Chainage		Length	Side	Remarks
		From	To			
1	RCC Drain	62+450	62+543	93	RHS	
2	RCC Drain	62+615	63+585	970	RHS	
3	RCC Drain	63+800	64+050	250	RHS	
4	RCC Drain	64+050	66+000	1950	RHS	
5	RCC Drain	67+440	67+880	440	RHS	
6	RCC Drain	68+070	68+090	20	RHS	
7	RCC Drain	68+303	68+380	77	RHS	
8	RCC Drain	68+900	68+980	80	LHS	
9	RCC Drain	69+170	69+280	110	LHS	
10	RCC Drain	70+700	70+760	60	RHS	
11	RCC Drain	72+640	72+670	30	LHS	
12	RCC Drain	73+020	73+143	123	LHS	
13	RCC Drain	73+300	73+400	100	RHS	
14	RCC Drain	73+650	75+200	1550	RHS	
15	RCC Drain	77+840	77+940	100	LHS	
16	RCC Drain	77+840	77+940	100	RHS	

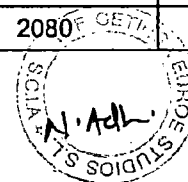
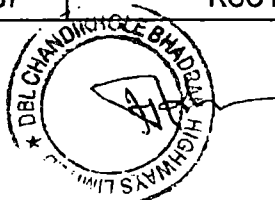


-207-

Rehabilitation and Up-gradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project on DBFOT Pattern under NHDP Phase V.

PUNCH LIST -B

(Following works can not be excuted due to delay in avalability of land and proposed in COS)						
17	RCC Drain	79+480	79+630	150	RHS	
18	RCC Drain	81+380	81+640	260	LHS	
19	RCC Drain	88+700	90+700	2000	RHS	
20	RCC Drain	92+200	92+300	100	RHS	
21	RCC Drain	92+500	92+650	150	RHS	
22	RCC Drain	93+700	93+900	200	RHS	
23	RCC Drain	94+000	94+080	80	RHS	
24	RCC Drain	94+155	94+260	105	RHS	
25	RCC Drain	94+700	94+800	100	RHS	
26	RCC Drain	97+680	97+900	220	LHS	
27	RCC Drain	106+500	106+550	50	RHS	
28	RCC Drain	107+700	108+300	600	RHS	
29	RCC Drain	108+300	108+400	100	RHS	
30	RCC Drain	115+300	115+900	600	RHS	
31	RCC Drain	117+560	117+630	70	RHS	
32	RCC Drain	117+730	118+130	400	RHS	
33	RCC Drain	119+740	119+950	210	RHS	
34	RCC Drain	122+040	122+350	310	RHS	
35	RCC Drain	125+300	125+450	150	RHS	
36	RCC Drain	127+680	130+000	2320	RHS	
37	RCC Drain	127+820	129+900	2080	LHS	



Rehabilitation and Up-gradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrld Annuity Project on DBFOT Pattern under NHDP Phase V.

PUNCH LIST -B

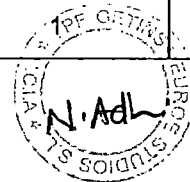
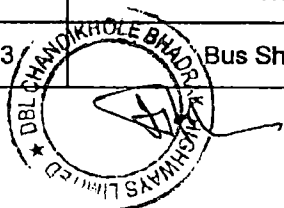
(Following works can not be excuted due to delay in avalability of land and proposed in COS)						
38	RCC Drain	131+550	132+400	850	RHS	
Total Linear Meter (Length)				17158		

Item No:- (4) Balance Works Detail of Footpath & Separator Kerb

Sr.No.	Description	Chainage		Length	Side	Remarks
		From	To			
1	SR	62+340	62+450	110	RHS	
2	SR	68+330	68+450	120	RHS	
3	SR	83+350	83+500	150	RHS	
4	SR	96+220	96+305	85	RHS	
5	SR	96+348	96+420	72	RHS	
6	SR	107+460	108+640	1180	LHS	
7	SR	124+840	125+410	570	RHS	
8	SR	128+620	130+150	1530	RHS	
Total Linear Meter (Length)				3817		

Item No:-(5).Balance Works Detail of Bus Shelter

Sr.No.	Description	Chainage	Side	Quantity	Unit	Remarks
1	Bus Shelter	68+200	RHS	1	Nos	
2	Bus Shelter	90+900	RHS	1	Nos	
3	Bus Shelter	107+500	RHS		Nos	



Rehabilitation and Up-gradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project on DBFOT Pattern under NHDP Phase V.

PUNCH LIST -B

(Following works can not be excuted due to delay in avalability of land and proposed in COS)						
4	Bus Shelter	129+200	RHS	1	Nos	
5	Bus Shelter	135+200	RHS	1	Nos	
Total Qty				5	Nos	

Item No:- (6).Balance Works Detail of Minor Junction

Sr.No.	Description	Chainage	Side	Quantity	Unit	Remarks
1	Minor Junction	76+610	RHS	1	Nos	
2	Minor Junction	79+543	LHS	1	Nos	
3	Minor Junction	97+838	LHS	1	Nos	
4	Minor Junction	108+224	RHS	1	Nos	
5	Minor Junction	108+673	LHS	1	Nos	
6	Minor Junction	135+200	RHS	1	Nos	
Total Qty				6	Nos	

Item No:- (7).Balance Works Detail of Minor Bridge

Sr.No.	Description	Chainage	Side	Quantity	Unit	Remarks
1	New Minor Bridge - Service Road	84+925	RHS	1	Nos	
2	New Minor Bridge - Service Road	107+900	BHS	1	Nos	
Total Qty				2	Nos	



Rehabilitation and Up-gradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project on DBFOT Pattern under NHDP Phase V.

PUNCH LIST -B

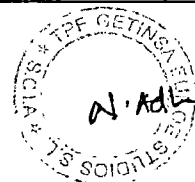
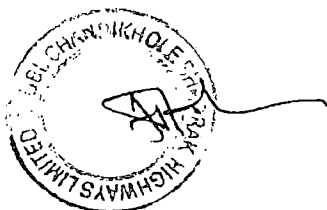
(Following works can not be excuted due to delay in avalability of land and proposed in COS)

Item No:- (8).Balance Works Detail of Box Culvert

Sr.No.	Description	Chainage	Side	Quantity	Unit	Remarks
1	Box Culvert -SR	63+941	RHS	1	Nos	
2	Box Culvert -SR	68+432	RHS	1	Nos	
3	Widening of Box Culvert -SR	78+728	BHS	1	Nos	
Total Qty				3	Nos	

Item No:- (9).Balance Works Detail of Existing office/Admin Buildings to be maintained during entire concesslon period

Sr.No.	Description	Chainage		Nos.	Side	Remarks
		From	To			
1	Existing office/Admin Buildings	62+200 (Chandikhole)		1	LHS	
2	Existing office/Admin Buildings	122+300 (Gelpur, Bhadrak)		1	LHS	





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Govt. of India)



क्षेत्रीय कार्यालय, ओडिशा /Regional Office, Odisha
301 - ए, तीसरी मंजिल, पाल हाइट्स, प्लॉट नं जे/7, जयदेव विहार, भुवनेश्वर - 751013, ओडिशा
301-A, 3rd Floor, Pal Heights, Plot No : J/7, Jayadev Vihar, Bhubaneswar- 751013, Odisha
दूरभाष /Ph.: 0674 - 2361470/ 570/670 (का/ओ), फेक्स /Fax : +91-674-2361770
ई-मेल/e-mail : roodisha@nhai.org, ronhaiodisha@gmail.com, वेबसाइट/Web : www.nhai.gov.in

NHAI/11012/27/RO/ODI 2580 /2022

18.08.2022

To,

The Project Director
National Highways Authority of India,
Project Implementation Unit
Balasore

Sub: Rehabilitation and Upgradation to Six-Laning of Chandikhole - Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V - Issuance of "Provisional Certificate" for COD in accordance with Article 14 of Concession Agreement - Reg.

Ref: 1. Your letter No. 12.08.2022 and 971 dated 05.08.2022
2. This office letter no.2540 dated 11.08.2022
3. IE letter no. 904 dated 12.08.2022 and 890 dated 24.07.2022

Sir,

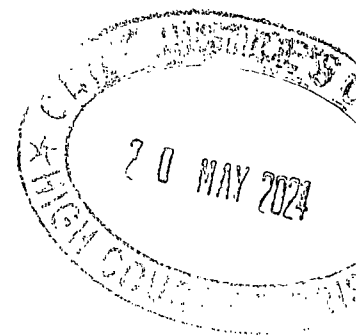
Please refer to your letter dated 05.08.2022 vide which a proposal for issuance of "Provisional Certificate" for COD to the Concessionaire, M/s DBL Chandikhole Bhadrak Highways Ltd. as per Article 14 of Concession Agreement has been recommended for concurrence by the Regional Officer in accordance with NHAI Policy circular dated 21.12.2015 .

2. Pursuant to receipt of the above proposal, the site was inspected by the CGM (Tech) & Regional Officer on 10.08.2022 and a set of observations were conveyed vide this office letter dated 11.08.2022 cited U/r- (2).The Concessionaire vide letter no. 1366 dated 12.08.2022 has agreed to comply all the observations within a maximum period of 15 days or at the earliest as soon as the weather gets dry and the same has also been recommended by you vide your letter no.1010 dated 12.08.2022.

3. As per Article 14.3.1 of the CA, 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 Provision Certificate shall have appended thereto a list of outstanding items signed jointly by the IE and the Concessionaire (the "Punch List"); provided that the Independent Engineer shall not withhold the Provisional Certificate for the 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.

As per Article 14.4.1 of the CA, the following is mentioned:

"All items in the punch list shall be completed by the concessionaire within 90 days of the date of issue of the provisional certificate."



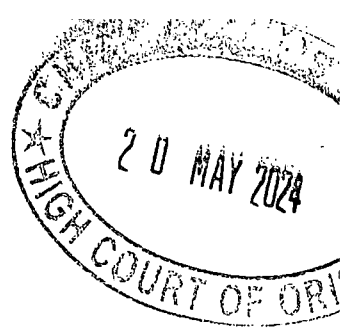
Accordingly, **Punch list-A** has been proposed by IE and recommended by PD for RCC Drain at 5 No of locations, Construction of rest Area at Km.83+550, Landscaping at Km. 83+550 & Toll Plaza at Km.102+500, Median & Avenue Plantation, 1591 nos. of Electric Pole erection, ROW Fencing, Road Boundary Stone and Turfing from Km.83+350 to Km.83+650.

Punch list-B for MCW (Linear Length 7180m), Service Road (Linear length 11835m), RCC Drain (Linear length 17158m), Footpath & Separator Kerb (Linear length 3817m), Bus Shelter (5 Nos.), Minor Junction (6 Nos.), New Minor Bridge- Service Road (2 Nos.), Box Culvert- SR (2 Nos.), Widening of Box Culvert- SR (1 No), Existing office / Admin Building has been proposed by IE and recommended by PD.

4. On successfully conducting all the Tests, examining the completed works, and reviewing compliance by the Concessionaire on observations of the Safety Audit Report, the IE has submitted their intent to issue Provisional Completion Certificate for a completed length of 70.558 km of 6 lane stretch out of 74.50 km as per provision of Clause 14.3 of the CA and NHAI Policy Circular No. NHAI/CGM (CMC)/2015/75902, dated 21.12.2015 along with **Punch list-A** and **Punch list-B** as mentioned above.

5. Based on your recommendations as well as recommendations of the Independent Engineer & Safety Consultant of the subject stretch and as per article 14 of the Concession Agreement and NHAI circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015, concurrence of the CGM (Tech) & Regional Officer is conveyed herewith for issuance of Provisional Certificate by the Independent Engineer for a length of 70.558 km out of total length of 74.50 km subject to compliance of the following conditions:

- I. It must be ensured that work specified in the scope has been executed strictly as per provisions contained in the Concessionaire Agreement & extant NHAI guidelines in this regard.
- II. Clause 14 of the Concession Agreement and NHAI Circular No. NHAI/CGM (CMC)/2015/75902, dated 21.12.2015 may be strictly adhered to before issuance of Provisional Completion Certificate.
- III. It may be ensured that all the required tests have been successfully conducted and found satisfactory in accordance with the Concession Agreement.
- IV. Concessionaire has completed construction of 100% of the site made available to the concessionaire up to 180 days from the appointed date as stipulated in the Concession Agreement or time line approved by the Competent Authority in NHAI.
- V. Items under Punch list shall include only those as defined in the Concession Agreement and to be completed within time line as specified in the Concession Agreement or time line approved by the Competent Authority in NHAI.
- VI. Cost of punch list items may be assessed as per clause 14.3.1 of concession agreement prior to issuance of Provisional Completion Certificate.



- VII. The Time limit for completion of CoS items as agreed in the settlement agreement may be strictly adhered to.
- VIII. Necessary action including submission of proposal for negative CoS, if any, as per SOP circulated vide letter no. NHAI/Internal Guidelines/PPP (HAM)/2020 No. 8.3.37/2020 dated 14.08.2020 may be taken.

This issues with the directions of CGM (Tech) & Regional Officer, NHAI.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Sunil Kumar".

18/08/2022

(Sunil Kumar)

Dy. General Manager (Tech)

Copy to : General Manager (Tech) - Odisha, NHAI HQ, New Delhi for kind information.

Am
Adv

ATTESTED TO BE TRUE COPY



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Govt. of India)

क्षेत्रीय कार्यालय, ओडिशा / Regional Office, Odisha

301 - ए, तीसरी मंजिल, पाल हाईट्स, प्लॉट नं जे/7, जयदेव विहार, भुवनेश्वर - 751013, ओडिशा
301-A, 3rd Floor, Pal Heights, Plot No : J/7, Jayadev Vihar, Bhubaneswar- 751013, Odisha
दूरभाष / Ph.: 0674 - 2361470/ 570/670 (का/ओ), फ़ैक्स / Fax : +91-674-2361770
ई-मेल/e-mail : roodisha@nhai.org, ronhaiodisha@gmail.com, वेबसाइट/Web : www.nhai.gov.in



NHAI/11015/34/RO/ODI/2540/2022

11.08.2022

To

The Project Director
National Highways Authority of India
Project Implementation Unit
Balasore

Sub: Rehabilitation and Up gradation to Six-laning of Chandikhole — Bhadrak Section, of NH-5 (New NH-IS) from Km 62.000 to Km 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V- **Provisional Certificate for COD in accordance with Article 14 of Concession Agreement- Observations of CGM (Tech) & RO- Odisha- Reg**

Ref: Your letter no.971 dated 05.08.2022

Sir,

Please refer to your letter under reference vide which you have submitted a proposal for issuance of Provisional Certificate for COD for the subject in accordance with Article 14 of Concession Agreement to the Concessionaire M/s DBL Chandikhole- Bhadrak Highways Limited.

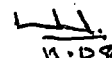
2. According, the site has been visited by the undersigned on 18.08.2022 and the following observations are made, which was also instructed during inspection including other points:

- (i) The Road marking balance at some stretches which needs to be completed including Kerbs.
- (ii) Down take pipe needs to be provided at various structures.
- (iii) At some stretches in service road, water logging is observed, the weep holes in the road side drains needs to be repaired.
- (iv) The Service Road / Diversion Road at Km.123+123 & Km.129+100 needs to be improved with more safety barricades, delineators, retro- reflective tapes and other safety equipment for better safety of Highway users.
- (v) At some super elevation stretches, the median drain needs to be cleaned to avoid water logging issues.
- (vi) Various type of safety, informatorily sign boards needs to be fixed.
- (vii) Junction at some locations needs to be developed properly. Sign boards, speed breakers are needs to be provided in cross roads.
- (viii) Road studs are missing at some stretches of Project Highway. Same needs to be fixed for safety of traffic.
- (ix) Unwanted vegetation needs to be removed in the median and shoulder side.

- (x) The end treatment in MCB at some locations is needs to be completed. Recto reflective tap also needs to be fixed in the MCB post.
- (xi) Electric pole including charging for Highway lighting is yet to be completed at some stretches needs early completion.
- (xii) ATMS to be made functional at the earliest.

3. In view of the above, it is requested to submit the clarifications to the above observations for further processing of the proposal.

Yours faithfully,


N.D. 2022
(Dr. Ram Prasad Panda)
CGM (Tech) & RO, Odisha

-217-

ANNEXURE -13



CHAITANYA
PROJECTS CONSULTANCY (P) LTD.
(An ISO 9001:2015 Certified Company)

☎ (120) 4120472 | 4326474

✉ chaitanya.projects@gmail.com

🌐 www.chaitanyaprojects.com



101, 1st Floor, Tower No. 3, Okaya Center, Block-B, Sector-62, Noida 201301

CIN NO.: U74140DL2004PTC124286

Highways, Bridges & Expressways,
Urban Infrastructures & Railways.

Ref: CPC/RS-7/2020/HO/041/11431

Date: 17.02.2023

To,

The Project Director,
Project Implementation Unit-Balasore
Plot No. 1086, Chandmari,
Padi Road, Sahadikhunta,
Balasore-756001, Odisha.

Sub: Safety Consultancy Services for Rehabilitation and up-gradation to 6-laning of Chandikhole-Bhadrak section of NH-5 (New NH-16) from km.62.000 to Km 136.500 in the state of Odisha under NHDP-V on HAM Mode- **Reg: COD Recommendation Letter-Reg.**

Ref.:

- (I) Your office letter No: NHAI/11014/3/2023/PIU/BLS/165 dated: 13.02.2023
- (II) This office letter No: CPC/RS-7/2020/HO/040/11322 dated: 16.02.2023
- (III) Concessionaire letter No: DBL/NHAI/CB/2023/site/1850 dated: 17.02.2023

Sir,

We, The Chaitanya Projects Consultancy Pvt. Ltd., was appointed as a safety consultant Services for Rehabilitation and up gradation by Six lanning of Chandikhole-Bhadhrakh section of NH-5(New NH-16) from Km. 62.000 to Km 136.500 in the State of Odisha under NHDP-IV on Hybrid Annuity Mode.

As per your Letter referred at SI No. (I), we carried out site inspection on 15.02.2023 & 16.02.2023 as per IRC: SP:88-2019 and issued the Draft COD report with detailed observations with mitigation measures for compliance by concessionaire vide this office letter referred at SI No. (II).

We received the compliance report from the concessionaire, **M/S DBL Chandikhole-Bhadhrakh Highways Ltd.** vide letter referred at SI No. (III) subsequently compliance report is attached as **Annexure A**. The deficiencies that were identified during site audit along with required improvement were recommended in the Audit Report for implementation. It has been noticed that observations recommended have been satisfactorily implemented on the project highway to enhance the safety of the road users.

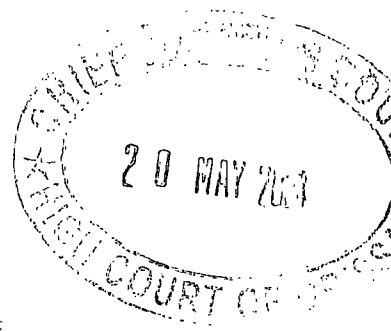
Accordingly, the final safety Audit report is prepared confirming to article 18 of the concession agreements and being submitted herewith in 5 set of Hard copies.

It is submitted that most of the safety improvement measures recommended have already been complied by the Concessionaire. As a Road Safety Consultant, it is certified that the above project road is safe and reliable for the road users and recommended for the Commercial operation.

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

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Adv



Yours faithfully
For M/s Chaitanya Projects Consultancy Pvt. Ltd.



(S.K. Sinha)
Team Leader

Copy to:

1. Project Manager, M/s Dilip Buildcon Pvt. Ltd.,
Odisha for Pkg-I.
2. Project Manager, M/s Dilip Buildcon Pvt. Ltd.,
Odisha for Pkg-II.
3. Team Leader, M/S. TPF Getinsa Eurostudios S.L.
in association with Segmental Consulting &
Infrastructure Advisory Pvt. Ltd, Odisha.

**for information and necessary
action.**

Am
Adv

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TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591



Ref: TPF-SCIA/029/IE/NHAI/PCOD/2022-23/1068

Date: 05.05.2023

To

The Project Director,
National Highways Authority of India,
Project Implementation Unit,
Plot no. 1086, Chandramani Padia Road,
Shadev Khunta, Balasore- 756001, Odisha

Subject: Independent Engineer services for Rehabilitation & up-gradation of Six laning of Chandikhole – Bhadrak section of NH-05 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP-Phase-V Bharatmala Pariyojana on Hybrid Annuity Mode – **Intent to Issuance of “Completion Certificate” in accordance with Article 14 of Concession Agreement.** -Reg:

Reference:

1. Concession Agreement dated 09.04.2018
2. Our letter no. TPF-SCIA/029/IE/Concessionaire/PCOD/2022-23/906 dated 19.08.2022
3. RO Odisha letter no. NHAI/11015/24/RO/OD/4156/2022 dated 15.12.2022
4. PIU letter no. NHAI/11014/8/DBL/2022/PIU/BLS/1584 dated 20.12.2022
5. Concessionaire's letter No. DBL/NHAI/CB/2019-20/Site/1855 dated 17.02.2023
6. Your letter no. NHAI/11014/15/IE/2023/PIU/BLS/190 dated 17.02.2023
7. Our letter no. TPF-SCIA/029/IE/Concessionaire/PCOD/2022-23/1048 dated 30.03.2023
8. RO Odisha letter no. NHAI/11015/24/RO/OD/1227/2023 dated 03.04.2023
9. Concessionaire's letter No. DBL/NHAI/CB/2019-20/Site/1991 dated 12.04.2023

Dear Sir,

In inviting reference to the above captioned subject, please refer to the under **reference (5) & (8)** cited above, wherein the Concessionaire has requested for issuance of Completion Certificate under Clause 14.2 of Concession Agreement as all the work included in Punch List-A are completed and certain work included in Punch list-B are proposed for descoping due to unavailability of hinderance free land. The proposal has been examined by this office in accordance with the provision of the Concession Agreement and NHAI Policy Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015 and our comments are mentioned as hereunder:

1. NHAI has entered into an Agreement with M/s. DBL Chandikhole Bhadrak Highways Ltd. for Rehabilitation and Up-gradation to Six-Laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km. 62.000 to Km. 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V. The Project has been awarded for a length of 74.5 Km. with a project cost amounting to Rs. 1522.00 crore.

N. Adhikari
05.05.2023

Adv

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TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

getinsa-euroestudios



2. Further, TPF Getinsa Euroestudios S L In Association with Segmental Consulting & Infrastructure Advisory (P) Ltd has been appointed as Independent Engineer and IE services was commenced at site on 01.07.2019. Authority has also appointed M/s Chaitanya Projects Consultancy Pvt. Ltd, as Safety Consultant of the Project Highway in terms of Schedule L of the Concession Agreement.

3. The brief history of the Project is mentioned below:

Sl. No	Item	Description
1	Project	Rehabilitation and Up-gradation to Six-Laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V
2	Mode of Implementation	HAM
3	Independent Engineer	TPF Getinsa Eurostudios, S.L. in association with Segmental Consulting & Infrastructure Advisory (P) Ltd.
4	Concessionaire	M/s. DBL Chandikhole Bhadrak Highways Ltd. (DBL CBHL).
5	Date of Agreement	9th April' 2018.
6	Appointed Date	16th December' 2018
7	Original Contract Price	Rs. 1522 Cr.
8	Original Length of Project	74.5Km.
9	Scheduled Completion	12.06.2021
10	Revised Schedule Completion Date	24.07.2022
11	Provisional Commercial Operation Date	24.07.2022
12	Physical progress	100.00%
13	Financial progress	100.00%

4. Earlier, on successfully conducting all the Tests, based on recommendation of Safety Consultant, pursuant to Article 14 of the Concession Agreement, as per concurrence of the Competent Authority in accordance with NHAI circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015, the Provisional Certificate of Completion was issued to the Concessionaire M/s DBL CHANDIKHOLE BHADRAK HIGHWAYS LIMITED for a length of 70.558 Km. out of total length of 74.50 Km. with effect from 24.07.2022. In this connection, our letter no. **906 dated 19.08.2022 (Copy enclosed)** may be referred to.

5. Further, during issuance of PCOD, as per clause 14.3.1 of Concession Agreement, certain items have been proposed/considered in Punch list. **Punch List A-** for RCC drain at 05 nos of locations, construction of rest Area at Km.83+550, Landscaping at Km. 83+550 & Toll Plaza at Km.102+500,

N. K. Mishra
05/05/2023

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagannathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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Median & Avenue Plantation, 1591 nos. of Electric Pole erection, ROW Fencing, Road Boundary Stone and Turfing from Km. 83+350 to Km. 83+650.

Punch list-B for MCW (Linear Length 7180m), Service Road (Linear length 11835m), RCC Drain (Linear length 17158m), Footpath & Separator Kerb (Linear length- 3817m). Bus Shelter (5 Nos.), Minor Junction (6 Nos.), New Minor Bridge- Service Road (2 Nos.), Box Culvert- SR (2 Nos.), Widening of Box Culvert- SR (1 No), Existing office/ Admin Building.

6. As per Clause 14.4 of CA, the Punch List items are to be completed within 90 days from the issuance of PCOD. Further, considering the site condition, as per request of Concessionaire, due to the reason not attributable to Concessionaire or beyond the control of Concessionaire a period of additional 4 months i.e. up to 19.02.2023 has been recommended for approval of Competent Authority for Completion of the balance work included in Punchlist. After scrutiny and as intimated by Competent Authority, Project Director vide letter no. **1584 dated 20.12.2022** communicated that the Extension of Time for completion of balance work included in Punch List item is 19.02.2023.
7. Accordingly, Concessionaire has completed the 100% work on MCW and most of the item included in Punch List-A and B except those where hindrances free land is not available within the stipulated period i.e. 19.02.2023. Concessionaire has also proposed to Descope few works which are included in Punch list but couldn't be executed due to unavailability of Hindrances free land. The Descoping proposal includes Service road for a length of 5.350 Km. on full width and 2.715 Km. in partial width, RCC drain for a length of 12.861 Km and 02 nos of Minor Bridge, 06 nos of culvert and 02 nos Bus Shelter. After scrutiny, pursuant to Clause 16.6 of the Concession Agreement, the cost estimate for reduce in scope for the item considered in Punch List-B such as service road, drain, minor bridge, culvert and some miscellaneous items amounting to **Rs. 38,85,64,480/** has been recommended by this office. As per recommendation of IE & PD, same was subsequently recommended by CGM Tech & RO Odisha for approval of Competent Authority vide letter no. **1227 dated 03.04.2023**. In addition to the above, the detail estimate amounting to **Rs. 46,80,92,560/** against the Descoping proposal of Major Bridge at Km. 82+885 is under scrutiny at NHAI HQ.
8. Further, all the Non-Conformance Report have been closed. Thus, the Concessionaire has satisfactory complied all and rectified all deficiencies reflected in NCRs. The status of all the balance work included in Punch List item is attached herewith for your ready reference.
9. Pursuant to Article 12.2(g), the Concessionaire has submitted the as Built Drawings within 90 days from the date of PCOD declared.
10. It is pertinent to mention here all the works as per Concession Agreement have been completed in all respect in accordance with Article-12, and Schedule-B, C including COS work, conforming to

Handwritten signature and date: 02/09/2023

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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the standard and specifications in Schedule-D, manual of MOR&TH and relevant IRC specifications.

11. Further, the safety audit has been carried out by the Safety Consultant M/s Chaitanya Projects Consultancy Pvt. Ltd. as per **Schedule-I** of the CA on 15.02.2023 & 16.02.2023 at Completion stage. Safety Consultant has submitted their report / observations. After reviewing the Compliance, Safety Consultant vide letter no. CPC/RS-7/2020/HO/041/11431 dated 17.02.2023 has recommended the following:

"most of the safety improvement measures recommended have already been complied by Concessionaire. As a Road Safety Consultant, it is certified that the above project road is safe and reliable for the road users and is hereby being recommended for the completion certificate."

12. In this connection, the relevant clauses of the Concession Agreement is reproduced below:

Pursuant to 14.2 of Concession Agreement:

"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)".

Pursuant to clause 14.4.2 of Concession Agreement:

"Upon Completion of all Punch List items, the Independent Engineer shall issue the Completion Certificate".

In view of the above, Pursuant to Clause 14.2 of the Concession Agreement and as certified by the Safety Consultant, the Independent Engineer intends to issue Completion Certificate and it is therefore requested that concurrence of the Authority may please be given for issuing of Completion Certificate to the Concessionaire and the Approval of Competent Authority for negative COS proposal (Descoping Proposal) may be obtained.

Thanks & regards

Yours sincerely,

A. Aelhami
05/05/2023

Authorized Signatory,
Chandikhole-Bhadrak.

TPF GetinsaEuroestudios S L

In Association With

Segmental Consulting & Infrastructure Advisory (P) Ltd.

Enclosure: As stated above.

Copy submitted to:

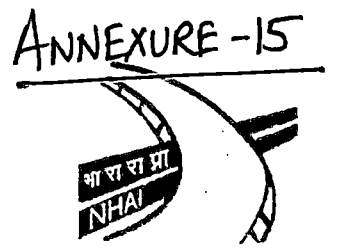
1. CGM Tech & RO, Odisha, NHAI- For kind information please.
2. Authorized Signatory, DBL, Chandikhole-Bhadrak Highways Ltd.- For kind information.

Am
Adv

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-223-
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क पारिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport and Highways, Government of India)
परियोजना कार्यान्वयन इकाई / Project Implementation Unit
एन.एच.ए.आई. कॉम्प्लेक्स, नेउलपुर, चंडीखोल, जाजपुर - ७५५०२४ (ओडिशा)
NHAI Complex, Neulpur, Chandikhole, Jajpur-755024 (Odisha)
दूरभाष / Tel : 06725 - 291479
ई-मेल / e-mail : nhaichandikhole@gmail.com, piuchandikhole@nhai.org



NHAI/11014/15/IE/2023/PIU/CDL/614

06 June 2023

To

The Authorized Signatory,
M/s. TPF Getinsa Eurostudios S.L. with
Segmental Consulting & Infrastructure Advisory Pvt. Ltd.,
3rd Floor, Above SBI Bank,
Jagganathpur, PO: Madhabnagar,
Dist. - Bhadrak, Odisha-756181

Sub.: Independent Engineer Services for Rehabilitation and Upgradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V - Issuance of "Completion Certificate" in accordance with Article 14 of Concession Agreement - reg.

Sir,

With reference to your letter No.1068 dated 05.05.2023 submitting therein the status of the project with a request to communicate necessary direction of Competent Authority for issuance of Completion Certificate to the Concessionaire.

In this regard, it is to inform that Competent Authority conveyed the approval for issuance of Completion Certificate to the Concessionaire M/s DBL Chandikhole Bhadrak Highways Limited in accordance with the Contract Provision and NHAI Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015 subject to following conditions:

It must be ensured that work specified in the scope of the agreement has been executed strictly as per provisions contained in the Concessionaire Agreement & extant NHAI guidelines in this regard.

- The provision of illumination of Project Highway may be reviewed and it may be ensured that same is strictly as per Technical Specifications.
- Clause 14 of the Concession Agreement may strictly adhered to before issuance of Completion Certificate.
- It must be ensured that all the required tests have been successfully conducted and found satisfactory.

Further, it is pertinent to mention here that during the site visit of RO and PD, it was observed that Illumination of Project Highway was not as per the required level in accordance with provision of Concession Agreement and MoRTH Technical Specifications. The deficiencies need to be rectified by the Concessionaire before issuance of Completion Certificate.

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In this context, it is requested to take appropriate action at your end for issuance of Completion Certificate to the Concessionaire in accordance with contract conditions & NHAI Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015 and it is ensured that all the above conditions strictly adhered during issuance of Completion Certificate.

Yours sincerely,


(J. P. Verma)
Project Director


Adv

ATTESTED TO BE TRUE COPY

- 225 -

TPF GETINSA EUROESTUDIOS, S.L.

in association with

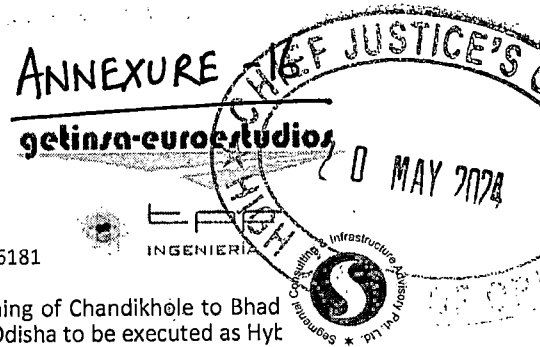
Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagannathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hvt Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN:F04460, CIN:U74140DL2009PTC188591



Ref: TPF-SCIA/IE/SCIA029/NHAI/2023-24/1087

Date:09.06.2023

To

The Project Director,
National Highway Authority of India,
Project Implementation Unit
Plot No.: - 1086, Chandmari Padia Road
Sahadevkhunta, Balasore – 756001 (Odisha)
Ph. No. 06782-26336

Subject: Independent Engineer services for Rehabilitation & up-gradation of Six laning of Chandikhole – Bhadrak section of NH-05 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP-Phase-V –Issuance of Completion Certificate in accordance with Article 14 of Concession Agreement - Reg:

Reference:

1. Your letter no. NHAI/11014/15/IE/2023/PIU/CDL/614 dated 06.06.2023.
2. Our Letter no. TPF-SCIA/IE/SCIA029/Concessionaire/2023-24/1085 dated 08-06-2023.
3. Concessionaire letter no. DBL/NHAI/CB/2023/Site/2035 dated 09-06-2023.

Dear Sir,

With reference to the above captioned subject, please refer to letter under **reference (3)** cited above (**Copy enclosed**), wherein Concessionaire has submitted the compliance in regards to the observations communicated during the joint site inspection by Project Director, representative of Independent Engineer & Concessionaire of Project Highway stretch.

Further, Concessionaire has submitted that the project highway was affected in the last Cyclone which was followed by heavy rain fall on dated 21.05.2023. Due to impact of the cyclone some of the highway lighting got damaged. However, Concessionaire has taken-up the rectification work, maximum of work is completed and balance work will be completed shortly.

The above is submitted for your kind perusal and further necessary action at your end.

N. Adhikari
09.06.2023

Am
ADV

ATTESTED TO BE TRUE COPY

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hyt Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN:F04460, CIN:U74140DL2009PTC188591

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Thanks & regards

Yours sincerely,

N. Adhikari
09.06.2023

Authorized Signatory,

Chandikhole-Bhadrak.

TPF GetinsaEuroestudios S L

In AssociationWith

Segmental Consulting&InfrastructureAdvisory (P) Ltd.

Enclosure: As stated above

Copy submitted to:

1. Authorized Signatory, DBL Chandikhole-Bhadrak - For kind information please.

DBL CHANDIKHOLE BHADRAK HIGHWAYS LIMITED

Ref: DBL/NHAI/CB/2023/Site/2035

Date: - 09/06-2023 7024

To

The Independent Engineer

TPF Getinsa Eurostudios SL

In association with Segmental

Consulting & Infrastructure Advisory (P) Ltd.

Goodwill Residency G-05, Jharpada Jail Road

Bhubaneswar- Odisha 751006.

Subject: - "Rehabilitation and Up-gradation of six-laning of Chandikhole - Bhadrak section of NH-05 (New NH-16) from km 62.000 to km 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V" - **Article 14 - Issuance of Completion Certificate - Response to IE's comments - Reg.**

Ref.: 1. IE's letter no. TPF-SCIA/IE/SCIA029/Concessionaire/2023-24/1085, dated 08.06.2023

Dear Sir,

The IE has informed (Ref.1) that during the joint site visit on 07.06.2023 in presence of Project Director NHAI, IE's representative and Concessionaire's representative to review the illumination of the Project Highway, it was observed that at some locations, the desired illumination level of 40 lux was not achieved.

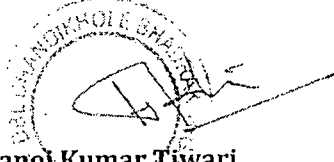
It is pertinent to note that during the said joint site visit, the illumination was found to be in conformance to the Specification at majority of the locations. However, at some locations the required Lux was not achieved. In this context, the Concessionaire would like to submit that on 21.05.2023 the captioned Project was affected significantly due to the cyclone "MOCHA" which has been considered under **Extreme Severe Cyclonic Storm category** which was followed by heavy rainfall. Due to impact of the cyclone some of the highway lighting got damaged. As on date, the Concessionaire has rectified the same except at a few locations which will be completed shortly. It is at the remaining locations, the required illumination of 40 lux could not be achieved.

Further, it is also pertinent to note that the illumination level of the highway lighting was already verified by IE at the time of issuance of the COD. The reduction in lighting now at some locations due to the recent cyclone is a part of the maintenance work which the Concessionaire is already carrying out.

In view of the above, the Concessionaire requests the IE to issue the Completion Certificate as per the provision of Clause 14.4.2 of the Concession Agreement.

Yours faithfully,

For and on behalf of DBL Chandikhole -Bhadrak Highways Limited


Manoj Kumar Tiwari
(Authorized Signatory)

CC To:

1. The DGM (Tech). Cum Project Director, National Highway Authority of India, Project Implementation Unit Balasore for kind information and necessary action please.

ATTESTED TO BE TRUE COPY

Regd. Office : Plot No. 5, Inside Govind Narayan Singh Gate, Chuna Bhatti,
Kolar Road, Bhopal - 462 016 (M.P.), Ph.: 0755-4029999, Fax : 0755-4029998
E-mail : db@dilipbuildcon.co.in, Website : www.dilipbuildcon.com

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

परियोजना कार्यान्वयन इकाई / Project Implementation Unit

एन.एच.ए.आई. कॉम्प्लेक्स, नेउलपुर, चंडीखोल, जाजपुर - ७५५०२४ (ओडिशा)

NHAI Complex, Neulpur, Chandikhole, Jajpur-755024 (Odisha)

दूरभाष / Tel : 06725 - 291479

ई-मेल / e-mail : nhaichandikhole@gmail.com, piuchandikhole@nhai.org

ANNEXURE-17



NHAI/11014/15/IE/2023/PIU/CDL/ 631

10 June 2023

To

The Authorized Signatory,
M/s. TPF Getinsa Eurostudios S.L. with
Segmental Consulting & Infrastructure Advisory Pvt. Ltd.,
3rd Floor, Above SBI Bank,
Jagganathpur, PO: Madhabnagar,
Dist. - Bhadrak, Odisha-756181

Sub.: Independent Engineer Services for Rehabilitation and Upgradation to Six-laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V - Issuance of "Completion Certificate" in accordance with Article 14 of Concession Agreement - reg.

- Ref.: 1. IE letter No.1087 dated 09.06.2023
2. Concessionaire letter No.2035 dated 09.06.2023
3. IE letter No.1085 dated 08.06.2023
4. This office letter No.614 dated 06.06.2023

Sir,

With reference to your letter No.1087 dated 09.06.2023 intimating therein the Concessionaire has submitted the compliance report in respect to the observations raised during the joint site visit of undersigned along with representative of Independent Engineer and Concessionaire towards illumination of project highway in accordance with the provisions of Concession Agreement and MoRTH Technical Specifications.

2. Concessionaire submitted that the project highway was affected in the last Cyclone followed by heavy rain fall on dated 21.05.2023. Due to impact of the cyclone some of the highway lighting got damaged. Concessionaire taken-up the rectification work, at few location works is completed and balance works will be completed shortly.

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3. Considering the submission of the Concessionaire this office is in opinion that for any kind of defects or deficiencies, if any set forth in the O&M inspection shall be rectified as prescribed in Annex-I of Schedule-K falling this Authority shall be entitled to recover damages from the concessionaire under and in accordance with provision of Clause 17.8 of GCC.

In this context, Independent Engineer is requested to take appropriate action at your end for issuance of Completion Certificate to the Concessionaire in accordance with contract conditions & NHAI Circular No. NHAI/CGM (CMC)-2015/75902 dated 21.12.2015 and it is ensured that all the above conditions strictly adhered during the issuance of the Completion Certificate.

Yours sincerely

(J. P. Verma)
Project Director

Copy To:

The Regional Officer, Odisha, Bhubaneswar - for kind information Please.

Adv
Adv

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ANNEXURE -18
getinsa-euroestudios

TPF GETINSA EUROESTUDIOS, S.L.

in association with

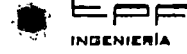
Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591



Ref: TPF-SCIA/029/IE/Concessionaire /COD/2023-24/1094

Date: 10.06.2023

To

The Authorized Signatory,

DBL Chandikhole Bhadrak Highways Pvt Ltd.

Village- Nalang, Near Sai Temple

Bhadrak -756112, Odisha

Subject: Independent Engineer services for Rehabilitation & up-gradation of Six laning of Chandikhole – Bhadrak section of NH-05 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP-Phase-V Bharatmala Pariyojana on Hybrid Annuity Mode – Issuance of "Completion Certificate" in accordance with Article 14 of Concession Agreement. -Reg:

Reference:

1. Concession Agreement dated 09.04.2018.
2. PIU letter no. NHA/11014/15/IE/2023/PIU/CDL/631 dated 10.06.2023.
3. PIU Letter no. NHA/11014/15/IE/2023/PIU/CDL/614 dated 06.06.2023.
4. Our letter no. TPF-SCIA/029/IE/NHA/PCOD/2022-23/1068 dated 05.05.2023
5. Concessionaire's letter No. DBL/NHA/11014/15/IE/2023/PIU/CDL/614 dated 06.06.2023
6. Our letter no. TPF-SCIA/029/IE/Concessionaire/PCOD/2022-23/906 dated 19.08.2022.

Dear Sir,

In inviting reference to the above captioned subject, please refer to the letter under reference (5) cited above, wherein Concessionaire has requested for issuance of Completion Certificate under Clause 14.2 of Concession Agreement as all the work included in Punch List-A & B are completed and certain work included in Punch list-B are proposed for descoping due to unavailability of hinderance free land. The proposal has been examined by this office in accordance with the provision of the Concession Agreement and NHA Policy Circular No. NHA/CGM (CMC)/2015/75902 dated 21.12.2015 and our comments are mentioned as hereunder:

1. NHA has entered into an Agreement with M/s. DBL Chandikhole Bhadrak Highways Ltd. for Rehabilitation and Up-gradation to Six-Laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km. 62.000 to Km. 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V. The Project has been awarded for a length of 74.5 Km. with a project cost amounting to Rs. 1522.00 crore.
2. Further, TPF Getinsa Euroestudios S L In Association with Segmental Consulting & Infrastructure Advisory (P) Ltd has been appointed as Independent Engineer and IE services was commenced at

N. Adhikari
10.06.2023

Am.
Adv

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TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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site on 01.07.2019. Authority has also appointed M/s Chaitanya Projects Consultancy Pvt. Ltd, as Safety Consultant of the Project Highway in terms of Schedule L of the Concession Agreement.

3. The brief history of the Project is mentioned below:

Sl. No	Item	Description
1	Project	Rehabilitation and Up-gradation to Six-Laning of Chandikhole-Bhadrak Section of NH-5 (New NH-16) from Km.62.000 to Km.136.500 in the state of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V
2	Mode of Implementation	HAM
3	Independent Engineer	TPF Getinsa Eurostudios, S.L. in association with Segmental Consulting & Infrastructure Advisory (P) Ltd.
4	Concessionaire	M/s. DBL Chandikhole Bhadrak Highways Ltd. (DBL CBHL).
5	Date of Agreement	9th April' 2018.
6	Appointed Date	16th December' 2018
7	Original Contract Price	Rs. 1522 Cr.
8	Original Length of Project	74.5Km.
9	Scheduled Completion	12.06.2021
10	Revised Schedule Completion Date	24.07.2022
11	Provisional Commercial Operation Date	24.07.2022
12	Physical progress	100.00%
13	Financial progress	100.00%

4. Earlier, on successfully conducting all the Tests, based on recommendation of Safety Consultant, pursuant to Article 14 of the Concession Agreement, as per concurrence of the Competent Authority in accordance with NHAI circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015, the Provisional Certificate of Completion was issued to the Concessionaire M/s DBL CHANDIKHOLE BHADRAK HIGHWAYS LIMITED for a length of 70.558 Km. out of total length of 74.50 Km. with effect from 24.07.2022. In this connection, our letter no. 906 dated 19.08.2022 (Copy enclosed) may be referred to.

5. Further, during issuance of PCOD, as per clause 14.3.1 of Concession Agreement, certain items have been proposed/considered in Punch list. **Punch List A-** for RCC drain at 05 nos of locations, construction of rest Area at Km.83+550, Landscaping at Km. 83+550 & Toll Plaza at Km.102+500, Median & Avenue Plantation, 1591 nos. of Electric Pole erection, ROW Fencing, Road Boundary Stone and Turfing from Km. 83+350 to Km. 83+650.

N. Adhikari
10.08.2023



TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagannathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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Punch list-B for MCW (Linear Length 7180m), Service Road (Linear length 11835m), RCC Drain (Linear length 17158m), Footpath & Separator Kerb (Linear length- 3817m). Bus Shelter (5 Nos.), Minor Junction (6 Nos.), New Minor Bridge- Service Road (2 Nos.), Box Culvert- SR (2 Nos.), Widening of Box Culvert- SR (1 No), Existing office/ Admin Building.

6. As per Clause 14.4 of CA, the Punch List items are to be completed within 90 days from the issuance of PCOD. Further, considering the site condition, as per request of Concessionaire, due to the reason not attributable to Concessionaire or beyond the control of Concessionaire a period of additional 4 months i.e. up to 19.02.2023 has been recommended for approval of Competent Authority for Completion of the balance work included in Punchlist. After scrutiny and as intimated by Competent Authority, Project Director vide letter no. 1584 dated 20.12.2022 has communicated that the Extension of Time for completion of balance work included in Punch List item is 19.02.2023.
7. Accordingly, Concessionaire has completed the 100% work on MCW and most of the item included in Punch List-A and B except those where hindrances free land is not available within the stipulated period i.e. 19.02.2023. Concessionaire has also proposed to Descope few works which are included in Punch list but couldn't be executed due to unavailability of Hindrances free land. The Descoping proposal includes Service Road for a length of 5.350 Km. on full width and 2.715 Km. in partial width, RCC drain for a length of 12.861 Km and 02 nos of Minor Bridge, 06 nos of culvert, 02 nos Bus Shelter and some miscellaneous items. After scrutiny, pursuant to Clause 16.6 of the Concession Agreement, the cost estimate for reduce in scope for the item considered in Punch List-B such as service road, drain, minor bridge, culvert and some miscellaneous items amounting to Rs. 38,85,64,480/ has been recommended by this office. As per recommendation of IE & PD, same was subsequently recommended by CGM Tech & RO Odisha for approval of Competent Authority vide letter no. 1227 dated 03.04.2023. In addition to the above, the detail estimate amounting to Rs. 46,80,92,560/ against the Descoping proposal of Major Bridge at Km. 82+885 is under scrutiny at NHAI HQ.
8. Further, all the Non-Conformance Report have been closed. Thus, the Concessionaire has satisfactory complied all and rectified all deficiencies reflected in NCRs. The status of all the balance work included in Punch List item is attached herewith for your ready reference.
9. Pursuant to Article 12.2(g), the Concessionaire has submitted the as Built Drawings.
10. It is pertinent to mention here all the works as per Concession Agreement have been completed in all respect in accordance with Article-12, and Schedule-B, C including COS work, conforming to the standard and specifications in Schedule-D, manual of MOR&TH and relevant IRC specifications.

N. Achlikani
30.06.2023

TPF GETINSA EUROESTUDIOS, S.L.

In association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagannathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

getinsa-euroestudios



11. The safety audit has been carried out by the Safety Consultant M/s Chaitanya Projects Consultancy Pvt. Ltd. as per Schedule-I of the CA on 15.02.2023 & 16.02.2023 at Completion stage. Safety Consultant has submitted their report / observations. After reviewing the Compliance, Safety Consultant vide letter no. CPC/RS-7/2020/HO/041/11431 dated 17.02.2023 has recommended that *"most of the safety improvement measures recommended have already been complied by Concessionaire. As a Road Safety Consultant, it is certified that the above project road is safe and reliable for the road users and is hereby being recommended for the completion certificate."*
12. Further, as per recommendation of IE & PD, RO, NHAI- Odisha has inspected the site and Concurrence of RO- Odisha for the proposal of Issuance of Completion Certificate for a length of 74.500 Km., in accordance with the NHAI Policy Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015 has been communicated vide letter no. 631 dated 10.06.2023.
13. In this connection, the relevant clauses of the Concession Agreement are reproduced below:
Pursuant to 14.2 of Concession Agreement: *"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)".*
Pursuant to clause 14.4.2 of Concession Agreement: *"Upon Completion of all Punch List items, the Independent Engineer shall issue the Completion Certificate".*

In view of above, Pursuant to the provisions of Article 14.2 of the Concession Agreement and as per concurrence of the Competent Authority in accordance with the NHAI Policy Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015, the Completion Certificate, in the form set forth in Schedule-J is hereby issued to M/s DBL CHANDIKHOLE BHADRAK HIGHWAYS LIMITED with effect from 19.02.2023 and enclosed herewith by Independent Engineer.

Thanks & regards

Yours sincerely,

N. Achikoru
10.06.2023

Authorized Signatory,
Chandikhole-Bhadrak.

TPF GetinsaEuroestudios S L

In Association With

Segmental Consulting & Infrastructure Advisory (P) Ltd.

Enclosure: As stated above.

Copy submitted to:

1. CGM Tech & RO, Odisha, NHAI- For kind information please.
2. Project Director- NHAI, PIU, Balasore- For kind information please.

SCHEDULE-J

(See clause 14.2 & 14.3)

COMPLETION CERTIFICATE

1. I/We, TPF Getinsa Eurostudios S.L with Segmental Consulting & Infrastructure Advisory Pvt. Ltd, acting as Independent Engineer, under and in accordance with the Concession Agreement Dated 9th April, 2018 (the "Agreement"), for development, operation, rehabilitation & up-gradation to Six-Laning of Chandikhole – Bhadrak Section of NH-5 (New NH-16) from Km. 62.000 to Km. 136.500 in state of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V (the "Project") on design, build, operate and transfer (the "DBOT Annuity or Hybrid Annuity") basis, through DBL CHANDIKHOLE BHADRAK HIGHWAYS PRIVATE LIMITED, 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 19th February 2023.

SIGNED, SEALED AND DELIVERED

**FOR AND ON BEHALF OF
INDEPENDENT ENGINEER by:**



Name: Mr. Nigamananda Adhikari

Designation: Engineer In-charge

TPF GetinsaEuroestudios S L

**In Association With Segmental Consulting &
Infrastructure Advisory (P) Ltd.**


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Adv

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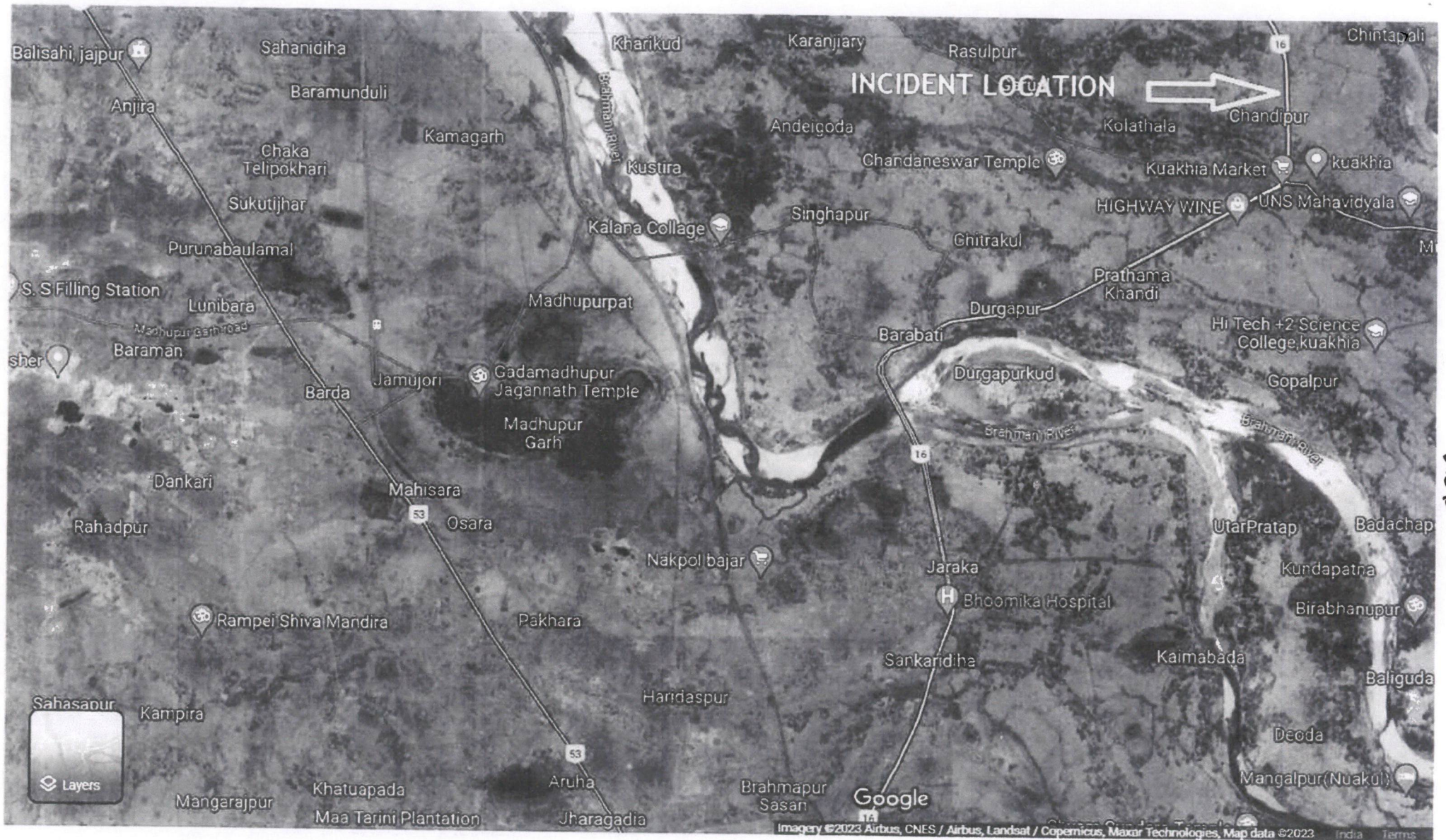
INCIDENT REPORT ON 18.07.2023 AT 7.00 AM

Collapse of Girder of P1-A1 of 72.5 mtr. Major Bridge (span 29X14.5X29) on RHS at Km.79+614 on Chandikhole-Bhadrak section of NH-16

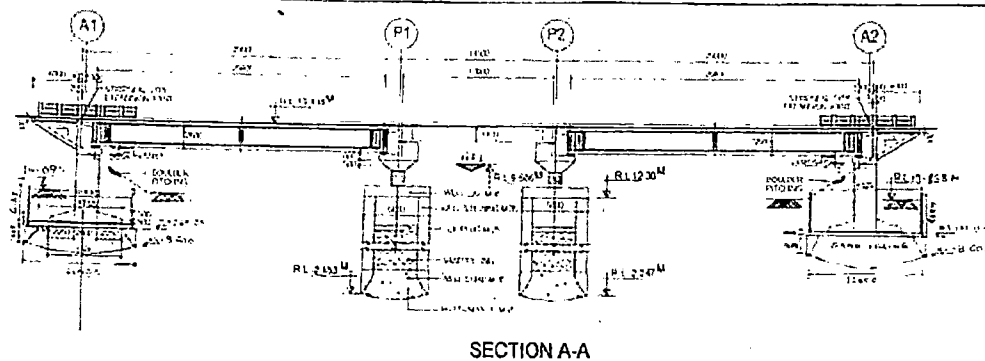
1. General Description-(i) The project highway is at O&M stage by M/s.DBL Chandikhole Bhadrak Highways Limited who has completed the 6 lane work recently.
(ii) Location at km.79+614 of NH-16 on Kolkata - Chennai section of Golden Quadrilateral. Approx. distance from Bhubaneswar towards Kolkata is 80 KM.
2. Bridge description of bridge - 2 lane + 2 lane on LHS and 3 lane on RHS
3. Configuration of bridge :29X14.5X29 Span arrangement. The pier rests on well foundation.
4. Material used :M30 concrete for RCC and Fe415 steel was used in the bridge
5. Damage Point - At P1 location pier cap.
6. Extent of Damage - Pier cap of P1 has completely failed in shear towards A1. The P1 end of span has fallen down. Other components are seems to be intact. approx. cost of restoration is Rs.7.5 crore.
7. Brief details of construction - The bridge was constructed during the year 2007-08 on Item Rate contract mode. The Contractor was M/s.Gammon India Ltd. The Supervision Consultant was M/s. M/s. LBII - NICE (JV).
8. Probable cause of damage - The A1 - P1 girder was resting eccentrically on the pier cap. The pier cap has damaged completely due to shear failure. General arrangement drawing (Annexure-I) and Failure location drawing (Annexure-II) are attached.
9. Loss to life and public property :There is no loss of life or public property.
10. Assessment of cause of damage and rectification measures: As per visual inspection, it is shear failure of pier cap (P1) due to eccentric placement of girder and heavy loading, it is likely that pier P1 and Span A1 - P1 will be required to be reconstructed. However, the Committee of 3 Expert viz. shri A. K. Shrivastava, Dr. S K Sharma and Shri Alok Pandey has been convened to assess the cause of damage and to suggest remedial measures, who are likely to visit the site on 22nd and 23rd July 2023.
11. Traffic diversion: Traffic diversion has been arranged from LHS on 2 +2 lane bridge. The traffic is passing through 2 + 2 lane bridges smoothly
12. Administrative Support: District Administration, Jajpur, Police Authority, Jajpur and nearby Contractor/ Consultants are extending full support in managing the situation.


(J P Verma)
Project Director
PIU-Chandikhole

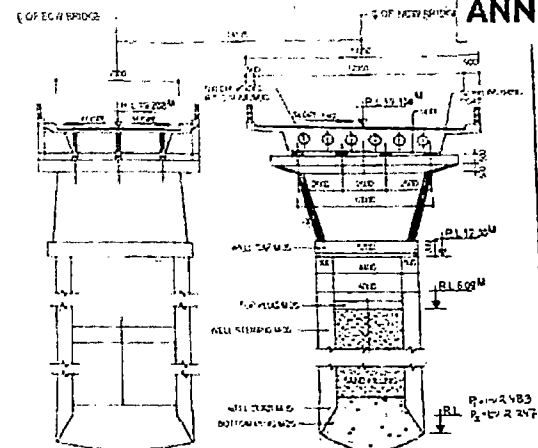

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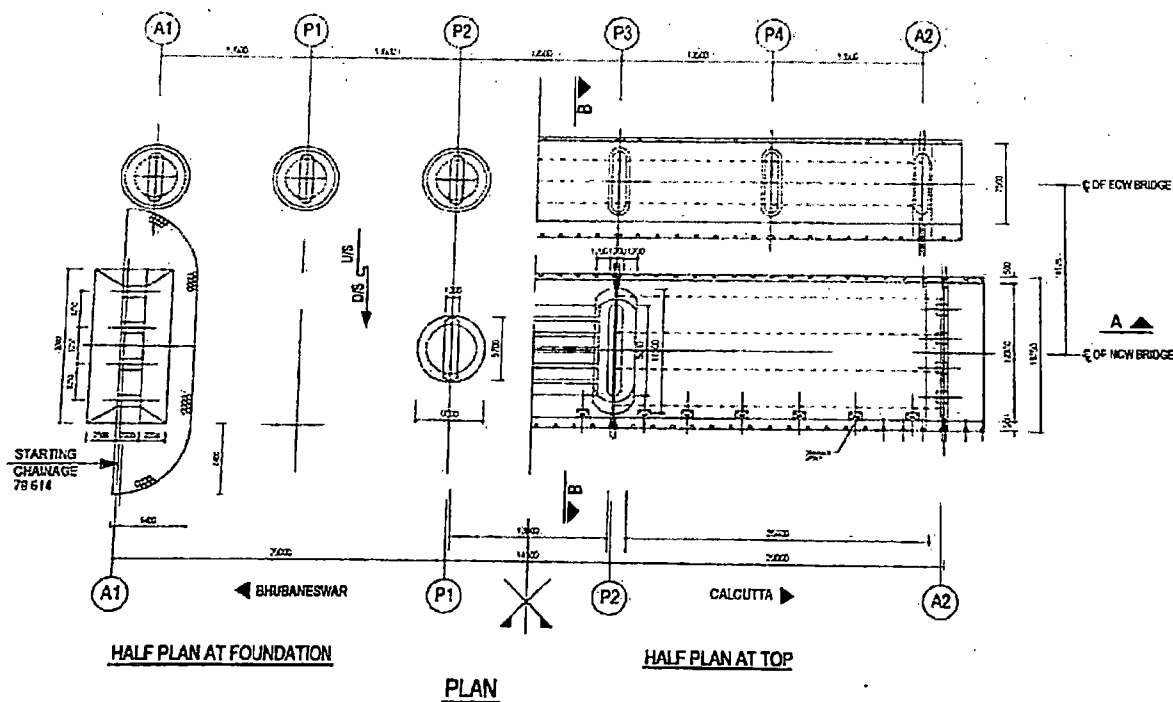
SECTION A-A



ECW BRIDGE

NCW BRIDGE

SECTION B-B



HALF PLAN AT FOUNDATION

HALF PLAN AT TOP

PLAN

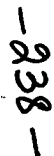
NOTES:

1. ALL DIMENSIONS GIVEN AND UNLESS ARE IN INCH
2. GRADE OF CONCRETE FOR STRUCTURING IS 25 M
3. REINFORCEMENT - ACCORDING TO IS 456
4. FOR ALL OTHER UNIFORM RULES GOVERNED BY IS
5. FOR MEMBER - WITH SLICES GOVERNED BY IS
6. THE DRAWING SHALL BE READ IN CONJUNCTION WITH THE FOLLOWING DETAIL DRAWING
7. SAND FILLED DRAIN PIPE. PORE DRAINING TUB. OR PORE ASPER
8. STRUCTURE OF CONCRETE

213075

- | ELEMENTS | DWG. NO. |
|--|------------------------------|
| 1) DIMENSIONS OF BASE STRUCTURE (FOUNDATION) | MS-SHA-002-0001 SHEET 1 OF 2 |
| 2) RC DETAILS OF SUPERSTRUCTURE (FOUNDATION) | MS-SHA-002-0002 SHEET 2 OF 2 |
| 3) DIMENSIONS OF BASE STRUCTURE OF SUPERFLOOR | MS-SHA-002-0003 |
| 4) RC DETAILS OF BASE STRUCTURE | MS-SHA-002-0004 |
| 5) RC DETAILS OF BASEMENT FLOOR | MS-SHA-002-0005 |
| 6) RC DETAILS OF EXTERIOR WALL | MS-SHA-002-0006 |
| 7) BASEMENT DETAIL OF EXTERIOR WALL | MS-SHA-002-0007 |
| 8) DETAILS OF EXTERIOR WALL | MS-SHA-002-0008 |
| 9) RC DETAILS OF ADJUSTMENT CAP. EXTERIOR WALL | MS-SHA-002-0009 |
| 10) EXTERIOR WALL ADJUSTMENT CAP | MS-SHA-002-0010 |
| 11) DIMENSIONS OF DETAILS OF PERIMETER WALL | MS-SHA-002-0011 |
| 12) DIMENSIONS DETAILS OF PERIMETER WALL CAP | MS-SHA-002-0012 |
| 13) RC DETAILS OF PERIMETER WALL CAP | MS-SHA-002-0013 |
| MS-02 | |
| 1) DIMENSIONS DETAILS OF BASEMENT BEARING WALLS | MS-SHA-002-0014 |
| 2) DIMENSIONS DETAILS OF BASEMENT BEARING WALL CAP | MS-SHA-002-0015 |
| 3) RC DETAILS OF BASEMENT BEARING WALL CAP | MS-SHA-002-0016 |

NATIONAL HIGHWAYS AUTHORITY OF INDIA			
4/6 LANEING NH-5 SECTION		CHANDIKHOLE TO BALESHWAR IN ORISSA	
Kms 61.000 TO Kms 129.141			
SCALE MKS	AS BUILT GENERAL ARRANGEMENT DRAWING		
CHAINS: - Kms. 75014	BRIDGE NO.: 06/2		
DRG. NO.			
NO. IN SET	NO. SHEETS IN THIS SET	NO. SHEETS IN THIS SET	NH-5/318-80-210AB
GANDHII INDIA LIMITED			

~~✓~~ ✓

ANNEXURE - 20

Sub: Inspection Report of the Expert Committee on the collapse of span A1-P1 of the bridge at Km.79.614 of the project "Rehabilitation and Up-gradation to Six-Laning of Chandikhole Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V".

With reference to subject above an expert committee (three members) was constituted by NHAI vide letter No.NHAI/11015/24/RO/ODI/2054/2023 Dated 18/07/2023 with mandate to inspect and analyse the reasons for collapse of the bridge at Km. 79.614. Based on site visit and interaction with the stakeholders as well as review of available documents, the Committee has finalized the report. The site was also visited by Sh. Amit Ghosh Add. Secretary (MoRTH) and review meeting with the stakeholders was also held subsequently under his chair in Bhubaneswar (Odisha).

The report is enclosed for information and necessary action.

Encl: As above

Sd/-

(On behalf of Expert Committee)

To

1. Member (T) – V.K.R - membertech@nhai.org
2. CGM (T) – P.C Arya – pc.arya@nhai.org
3. GM (T) Odisha Div. – ashvinirai@nhai.org
4. RO (Odisha) – singhv@nhai.org

Copy to

Add. Secretary (MoRTH) – With reference to your visit to bridge site – as-highways@nic.in

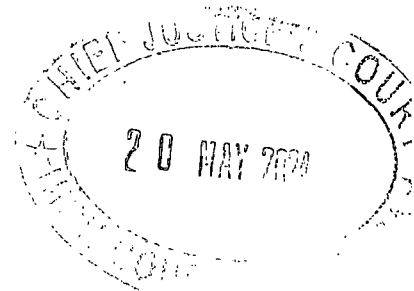
Sd/-

(On behalf of Expert Committee)

(Sh. A.K. Shrivastava, Dr. S. K. Sharma, Sh. Alok Pandey)

Am.
A.S.

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INSPECTION REPORT

on

**THE COLLAPSE OF BRIDGE AT KM 79+614 ON NH-16 OF THE
PROJECT "Rehabilitation and Upgradation to Six-Laning of
Chandikhole Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to
Km 136.500 in the State of Odisha to be executed as Hybrid Annuity
Project under NHDP Phase V"**



Submitted on

04-08-2023

by

Expert Committee

Sh. A.K. Shrivastava,
ADG (Retd), MoRTH

Sh. S.K. Sharma, Pr.
Tech. Officer-Bridges
(Retd), CRR
Member

Sh. Alok Pandey
M/s Elegant Engg Ltd

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6. POSSIBLE CAUSES OF FAILURE OF PIER CAP P1	Error! Bookmark not defined.
7. OBSERVATION ON PIER CAP OF PIER P2 (SPAN P2-A2) .	Error! Bookmark not defined.
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DISCLAIMER

All the information furnished in this report are based on the walkover visual inspection of the distressed pier cap P1 of an existing bridge on "Rehabilitation and Upgradation to Six-Laning of Chandikhole Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V", interactive meetings held during site visit as well as in the office, study of documents, drawings provided by NHAI. The responsibility of Expert Committee is limited to the technical matters contained in this report.

Any use of the findings of this report without the permission of NHAI by any other agency or person other than NHAI shall not be permitted.

1. MAIN FEATURES OF THE PROJECT

1	Project Name	Rehabilitation and Up-gradation to Six-Laning of Chandikhole Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V
2	Owner	National Highways Authority of India.
3	PIU	Chandikhole (Odisha)
4	Concessionaire	M/s DBL Chandikhole Bhadrak Highways Ltd.
5	Independent Engineer	M/s TPF Gentisa Eurostudios S.L with Segmental Consulting & Infrastructure Advisory Pvt. Ltd.
6	Length of Project	From Km. 62.000 to Km.136.500 (74.500 Km)
7	Mode of Implementation	HAM
8	Date of Agreement	09.04.2018
9	Appointment Date	16.12.2018
10	Project Cost (Contract Price)	Rs. 1522 Cr.
11	Scheduled Completion date as per CA	12.06.2021
12	PCOD issued on	24.07.2022
13	COD issued on	19.02.2023
14	Present Status	Under operation and maintenance

2. BRIEF ABOUT THE BRIDGE

- Bridge is located on NH-16 (New) connecting Bhubaneshwar on one side and Kolkata on the other, near Rasulpur in Jajpur District of Odisha. Total length of bridge is about 72.50m.
- The said bridge was constructed at Ch:79.614 under project of 4/6 lanning of Chandikhole to Baleshwar Section (Km.61.000 to Km.199.141) in Orissa. The Bridge was opened to traffic in 2007-2008.

- This bridge is located in downstream of the old existing bridge at an interval of 14.125m c/c. The old existing bridge was reported to be constructed around 50 years back.

1	Foundation	Well Foundation
2	Substructure	RCC Wall Type Pier
3	Super Structure	2 end spans of RCC Girder slab and one central span of Voided/solid slab
4	Contractor	M/s Gamon India Ltd.
5	Supervision Consultant	NA
6	DPR Consultant	M/s Sheladia Associates
7	Span Arrangement	29.0m + 14.5m + 29.0m = 72.50m
8	Physical Progress	Completed
9	Opening to Traffic	2007-2008
10	Chainage of Bridge	79.614 km

- It has three spans, out of which two spans namely; A1-P1 and P2-A2 are of length 29m each and one span P1-P2 is of length 14.5m. Spans of 29m length are of girder slab and the shorter span of 14.5m is solid slab. The spans are designated from the Bhubaneswar side in the increasing chainage.
- This major bridge was retained during the up-gradation of this stretch from 4-lane to 6-lane.
- **Rehabilitation and Up-gradation** to 6-laning of Chandikhole - Bhadrak Section from km 62.000 to km 136.500 of NH-16 was awarded to Concessionaire M/s DBL Chandikhole Bhadrak Highways Limited. Agreement was signed on 9th April, 2018. Work commenced on 16th December, 2018. Completion Certificate was issued on 19-02-2023 and is under O&M period of the concessionaire.
- Super structure of longer spans comprises of 4-longitudinal RCC girders @ 3.25m c/c and three X-girders i.e., one at each support and one in the mid span. Solid/Voided slab supported on 5 pedestals. Elastomeric bearings have been used.

- Superstructure has total deck width 13.75m and clear carriageway width of 12.35m with wearing coat of 65mm. The x-section is shown in Plate-2.

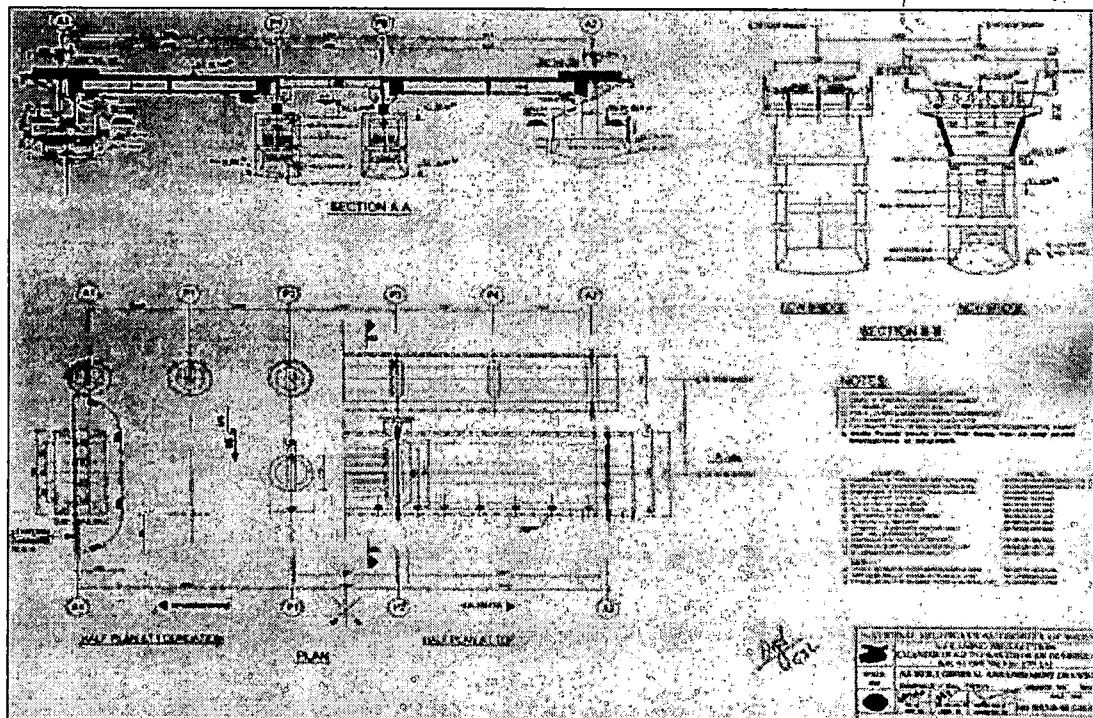


Fig-1: GAD of Distressed Bridge (source GFC drawing)

- Piers P1 & P2 are supported on well foundation of 6.0.m diameter. Abutments are on open/raft foundation.
- The height of the pedestals is different for slab span, which are of more height as compared to other spans bearing pedestal.

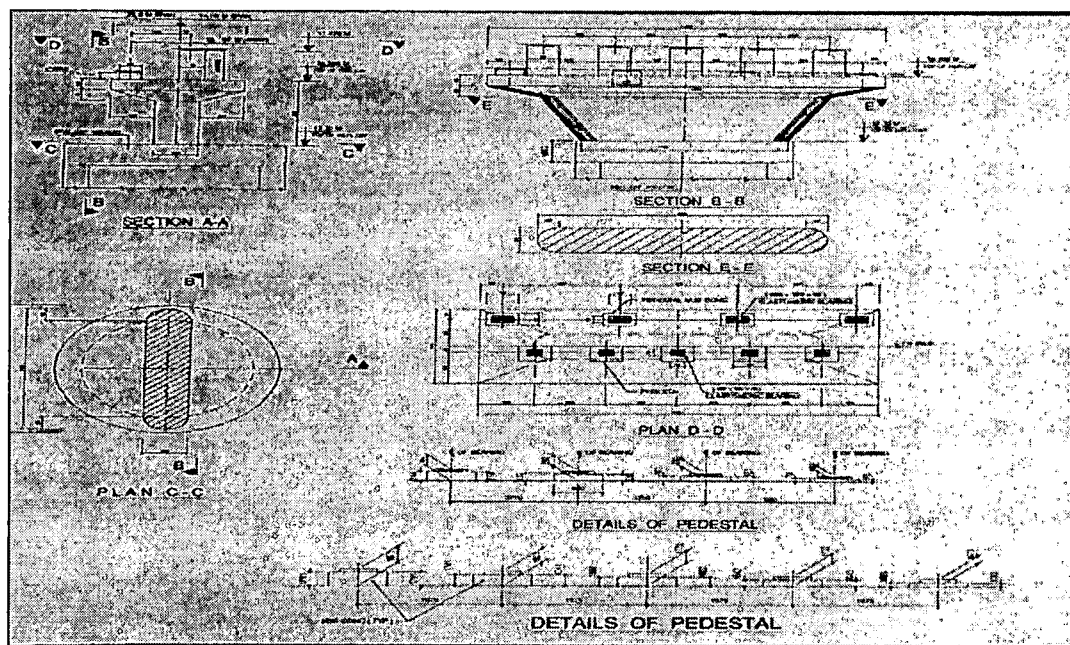


Fig-2: Details and Layout plan of different pedestals height

- Concrete grade in Pier & Pier cap is M25, Bearing pedestals are in M25, elastomeric bearing size 600x320x80mm under the girders and 400x320 x 80mm under the slab span, as read from the as built drawings.
- The bearing pedestals were intact and did not get damaged. The elastomeric bearing tell-tale marks are visible on the pedestals and soffit of girder.

3. COLLAPSE OF SPAN A1-P1

As reported on 18-07-2023, span A1-P1 was dislodged from Pier P1 due to breaking of cantilever portion of the pier cap (P1) in the morning hours at about 7am. No injury or casualty was reported. The traffic was diverted through adjacent existing bridge and the affected stretch was barricaded to restrict movement of vehicles.

4. CONSTITUTION OF THE EXPERT COMMITTEE:

Vide NHAI Letter No. NHAI /11015/24/RO/OD/2054/2023 dated 18-07-2023 (**copy at ANNEX-I**) NHAI constituted a three-member Expert Committee as follows:

1. Sh. A.K. Shrivastava, ADG (Retd), MoRTH
2. Sh. S. K. Sharma, Principal Tech Officer – Bridges (Retd), CRRI: Delhi
3. Sh. Alok Pandey, M/s Elegant Engg Ltd

The mandate of The Expert Committee was to visit the bridge site, to carry out necessary inspection and analyse to find the root cause of collapse of span.

5. EXPERT COMMITTEE BRIDGE SITE VISIT

In follow up of constitution of Expert Committee by NHAI, the Committee visited the bridge site on 22nd July, 2023 along with all the stakeholders (representatives of, the Contractor, Concessionaire and NHAI) and inspection was carried out. The Additional Secretary (MoRTH) Sh. Amit Kumar Ghosh also visited the site on 22.07.2022 and hold a meeting with all stakeholders at Bhubaneswar.

5.1 Committee Observation on Bridge Site Inspection:

- 5.1.1 Design and Good for Construction Drawings of the bridge were not available. Only “As Built Drawings” were made available which were with poor readability.

5.1.2 The span A1-P1 had dislodged from the pier P2 due to breaking of the cantilever portion of the pier cap and had fallen on the ground. The D/s end of the span (girders) have penetrated in the ground due to rotation of the span in clockwise direction.

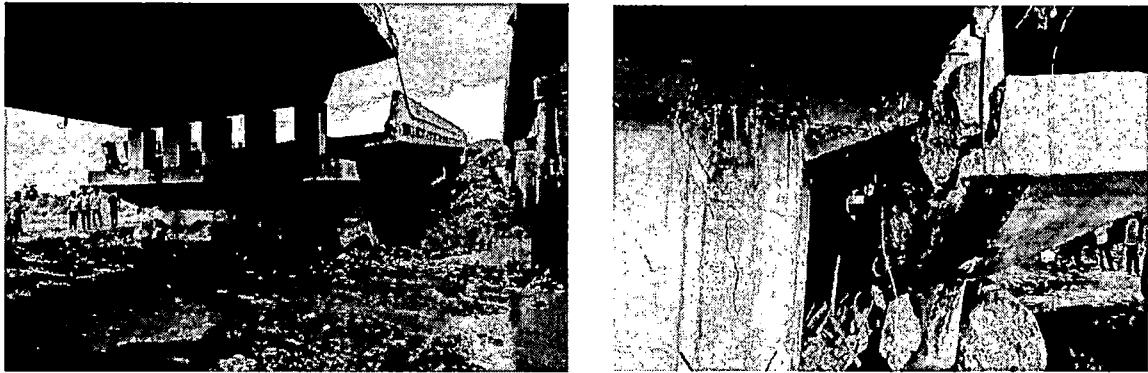


Plate-1 & 2: Dislodged span (left) and failure of pier cap (right)

5.1.3 Appearance of wide cracks (up to 3-4mm) in the pier cap on grid "P2". This may result into the similar failure of pier cap on grid "P2" also in future.

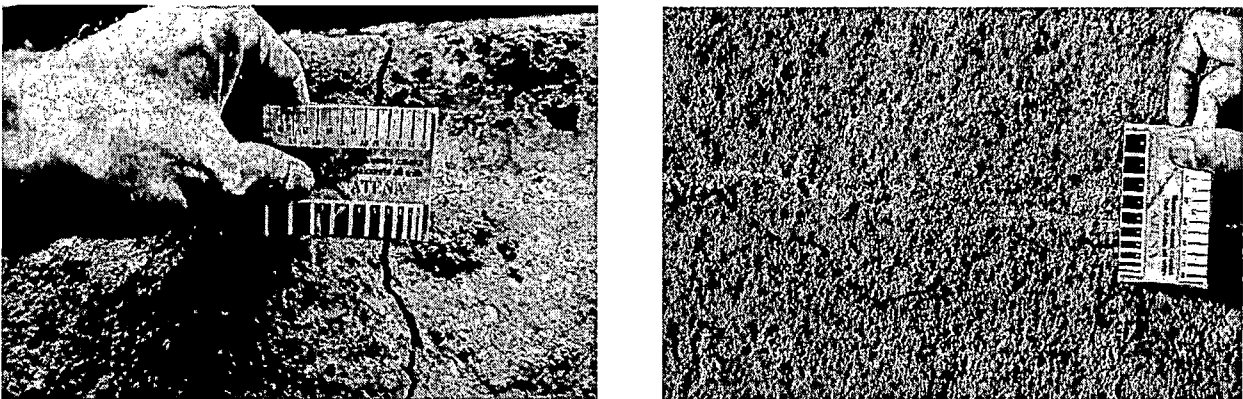


Plate-3 & 4: Appearance of cracks in pier cap on grid "P2"

5.1.4 Damages of deck slab and girders of the dislodged span.



Plate-5: Damages of girders of dislodged span

5.1.5 Increased bar spacing at some places as compared to the "As Built Drawings".

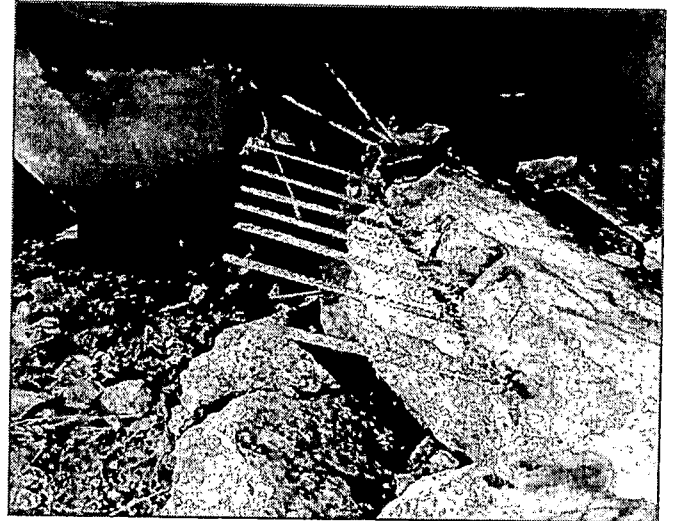


Plate-6: Measurement of spacing of transvers R/F bars of failed pier cap

5.1.6 Increased (about 100mm)/reduced cover to reinforcing bars of the pier cap at some places.

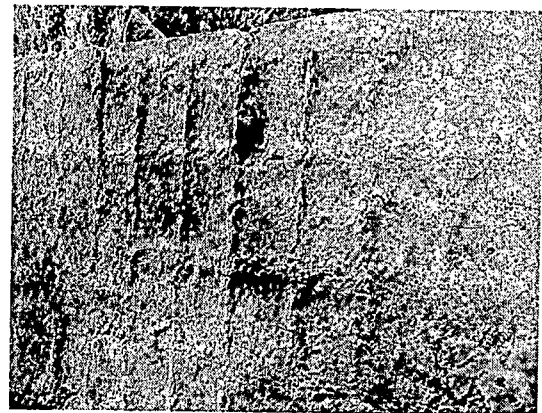
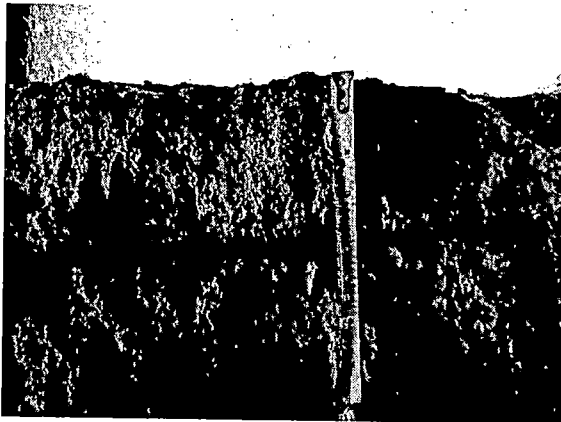


Plate-7 & 8: Increased (left) and reduced cover (right) to bars of pier cap

5.1.7 Lack of bond between concrete and bars of the failed pier cap.



Plate-9: Lack of bond between concrete and bars of the pier cap

5.1.8 Formation of cracks at bearing locations in the voided slab superstructure between grids "P1-P2".

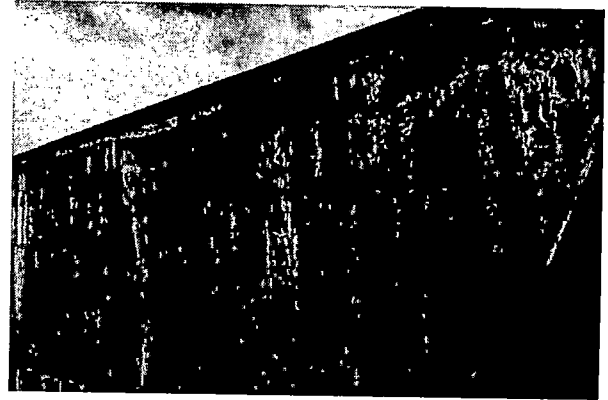
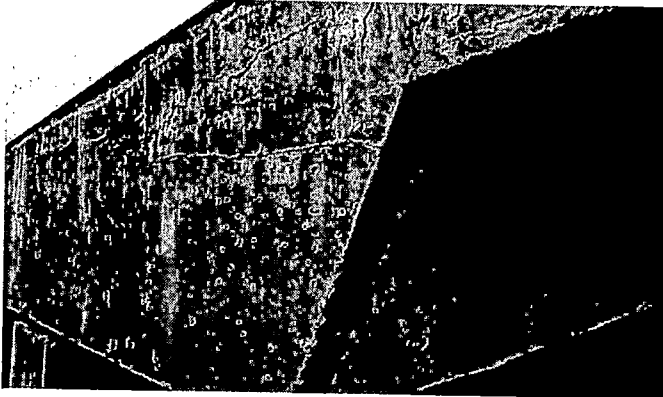


Plate-10 & 11: Formation of cracks in the solid deck slab

5.1.9 Poor bearing conditions and insufficient expansion gap at the location of expansion joints in the adjacent existing old bridge.

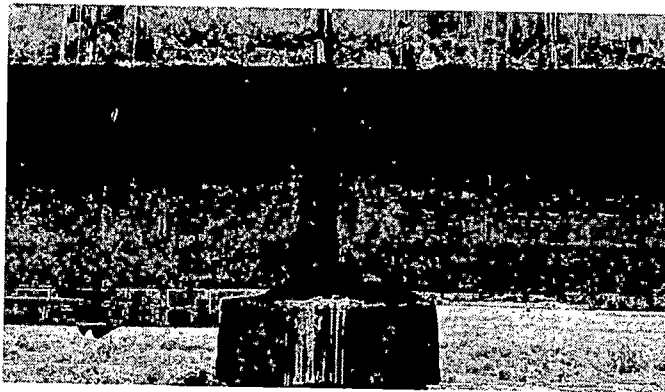


Photo-12 & 13: Poor bearing conditions and insufficient expansion gap

5.1.10 Typical details of Pier and Pier Cap of P1 and P2. Shear Crack in pier cap P1 leading to collapse of span A1-P1.

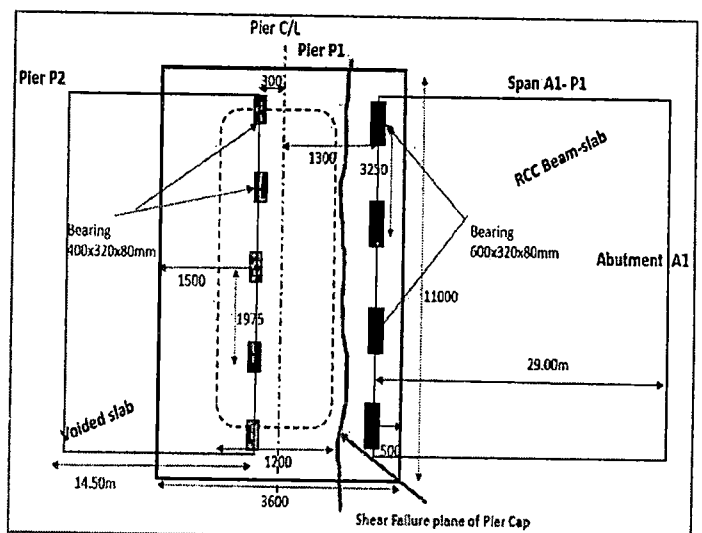
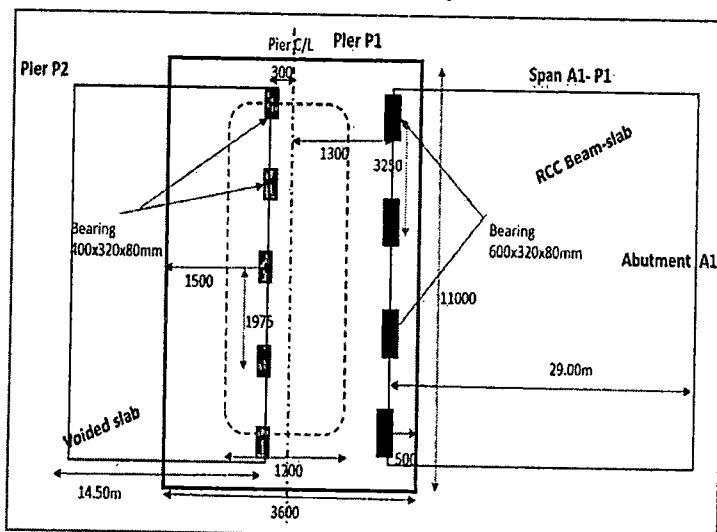
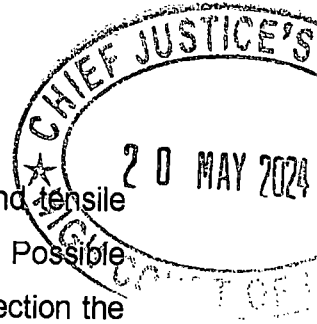


Fig-3 & 4: Typical details of Pier and Pier Cap of P1 and P2. Shear Failure plane of Pier cap P1 (Source: As Built Drawing & Site Measurement)



6. POSSIBLE CAUSES OF FAILURE OF PIER CAP P1

- (i) Shear failure of pier cap at pier edge interface due to corrosion and tensile failure of transvers steel reinforcement (along the width of the pier). Possible deficiency in provision of reinforcement in the pier cap. In this connection the committee observed "there is a mismatch in the spacing of reinforcement placed along the width of the pier cap top as measured at site vis a vis the spacing of the reinforcement indicated in "As Built Drawings" vide bar mark 15.

Further, the spacing of reinforcement placed along the length of the pier cap top could not be ascertained/measured at site which is shown as bar mark 10 in As Built Drawing".

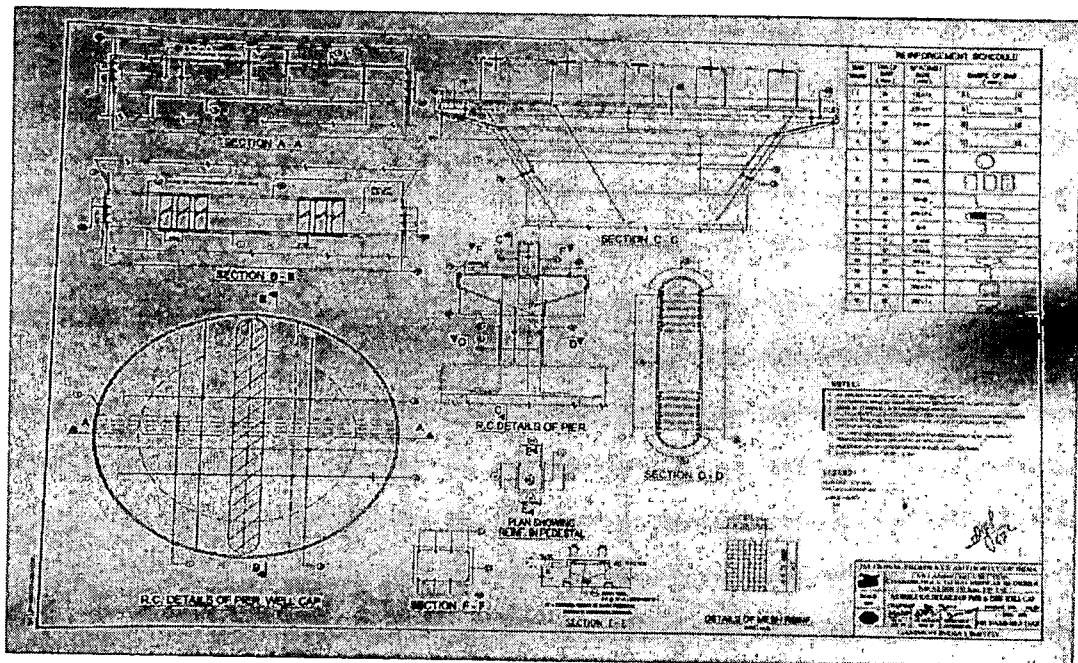


Fig-5: As Built Drawing Showing R/F details of pier cap (bar mark 15,10 etc.)

- (ii) Lack of Regular Inspection & Bridge Inventory Data Recording.
- (iii) Lack of periodic repair and rehabilitation of the existing structures.
- (iv) Corrosion of reinforcement due to ingress of water/moisture in the cracks developed in the pier cap which remained unnoticed for longer period, otherwise remedial measures could have been taken at appropriate time.

7. RECOMMENDATION/SUGGESTION

- 7.1 Possibility of differences in the pier cap reinforcement between Good for Construction (GFC) Drawings and actual provision of the same at site, could

not be assessed by the committee due to non-availability of Good for Construction Drawings.

- 7.2 Accordingly, analysis & design for the pier cap may be reviewed by the design consultant to check the adequacy of the reinforcement for pier cap P1/P2.
- 7.3 In case the existing spans P1-P2 and P2-A2 are to be retained, suitable scheme for strengthening / reconstruction of pier cap/other components shall be prepared by the expert (Repair and Rehabilitation) agency taking care of findings of review of the design/drawings, condition survey of the bridge and results of the non-destructive tests.
- 7.4 Reconstruction of damaged span A1-P1, composite girder may be an appropriate option with respect to concrete girder.

Alternatively, all the three concrete spans as well as damaged pier and pier caps may be replaced by composite girder system, which may be helpful with respect to reduction in dead load as the existing foundation shall be retained.

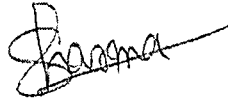
- 7.5 Based on the inspection of the collapsed bridge, the Committee is of the strong opinion that there was a lack in regular inspection and bridge inventory data recording at site. The Representative of Independent Engineer/Contractor present at site were not able to explain the reason for the above lapses. Furthermore, they were not convergent about the requirement of regular bridge inspection/inventory data recording etc., which shows laxity on their part. If this could have been done on regular basis such mishap could be avoided. Similar action is required for remaining bridges for their sustainability/durability.

Accordingly, **“Condition survey of all the existing (similar) bridges in the section from Km.62.000 to Km.136.000 of NH-05 to be carried out ON URGENT BASIS through concerned agency as the project is reported to be completed under HAM in Feb.2023. For this purpose, Mobile Bridge Inspection Unit (MBIU) to be mobilized at site. The relevant clauses and sections of IRC Publication such as “Manual for Highway Bridge Maintenance Inspection - IRC:SP:18” & “Guidelines for Inspection and Maintenance of Bridges – IRC:SP:35” and “Guidelines on Repair, Strengthening and Rehabilitation of Concrete Bridges - IRC:SP:40 - 2019” may be followed in this regard”.**

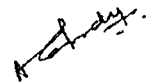
- 7.6 Carbonation, Sulphate Content, Chlorite Content Tests and NDT testing for the pier/abutments/pier cap/superstructure to be conducted in respect of existing bridges. In addition, concrete core test may be conducted wherever required based on suspect areas as identified by NDT test. The testing should be done by engaging reputed Independent Testing Agencies / Reputed Engineering Institute.




Sh. A.K. Shrivastava,
ADG (Retd), MoRTH



Sh. S.K Sharma, Pr.
Tech. Officer-Bridges
(Retd), CRRI
Member



Sh. Alok Pandey
M/s Elegant Engg Ltd


Adv

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- 253 -
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

परियोजना कार्यान्वयन इकाई / Project Implementation Unit

एन.एच.ए.आई. कॉम्प्लेक्स, नेउलपुर, चंडीखोल, जाजपुर - ७५५०२४ (ओड़िशा)

NHAI Complex, Neulpur, Chandikhole, Jajpur-755024 (Odisha)

दूरभाष / Tel : 06725 - 291479

ई-मेल / e-mail : nhaichandikhole@gmail.com, piuchandikhole@nhai.org

ANNEXURE - 21



NHAI/11014/8/2023/PIU/CDL/896

14 August, 2023

To,

The Team Leader,

M/s.TPFGetinsaEurostudios S.L. with

Segmental Consulting & Infrastructure Advisory Pvt. Ltd.,

Bhadrak.

Sub.: Rehabilitation and Up-gradation of Six-laning of Chandikhole - Bhadrak section of NH-05 (New NH-16) from km 62.000 to km 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V- Collapse of span A1-P1 of bridge at km.79.614 - Reg.

Sir,

This is in reference to the Inspection Report of Expert Committee on the collapse of bridge at km 79+614 on NH-16.

In the report, it has been pointed out that due to (i) lack of regular inspection and bridge inventory data recording, (ii) lack of periodic repair and rehabilitation of the structures, (iii) Corrosion of reinforcement due to ingress of water/moisture in the cracks developed in the pier cap which remained unnoticed for longer period, otherwise remedial measures could have been taken at appropriate time.

Further, the Expert Committee opined that the Independent Engineer and the Concessionaire of subject project were not convergent about the requirement of regular bridge inspection/ inventory data recording etc., which shows laxity on their part. If this could have been done on regular basis, such mishap could be avoided.

In view of above, it is requested to submit your clarification within four days that why necessary action shall not be initiated against you for the collapse of bridge due to negligence and laxity on your part

Yours sincerely,

(J. P. Verma)
Project Director

Adv

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TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagannathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN:F04460, CIN:U74140DL2009PTC188591



Ref: TPF-SCIA/IE/SCIA029/NHAI/2023-24/1145

Date:19.08.2023

To

The Project Director,
National Highway Authority of India,
Project Implementation Unit
NHAI Complex, Neulpur,
Chandikhole, Jajpur-755024, Odisha

Subject: Independent Engineer services for Rehabilitation & up-gradation of Six laning of Chandikhole – Bhadrak section of NH-05 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP-Phase-V – **Collapse of span A1-P1 of bridge at Km. 079+614 on RHS- Submission of clarifications. - Reg:**

Reference: Your letter no. NHAI/11014/8/2023/PIU/CDL/896 dated 14.08.2023.

Dear Sir,

With reference to the above captioned subject, please refer to your letter under reference, wherein it is requested to submit the clarifications in regards to the Collapse of span A1-P1 of bridge at Km. 79+614 on RHS of NH-16. In this connection, we would like to apprise the following:

- i. In accordance with the Schedule-B of the Concession Agreement, a new Major Bridge was to be constructed at Km. 79+679 on LHS and the existing Bridge on RHS is to be only repair/ rehabilitated which includes General cleaning of expansion joints & Drainage spouts.
- ii. Further, pursuant to Point No. 16 of Schedule -B, both visual inspection and non- destructive test by the Third party M/s. Balaji scientific laboratory for the assessment of the health conditions existing structure had been carried out by Concessionaire in order to finalize its repair and rehabilitation. **Copy of the NDT report is attached herewith for your ready reference.** As per the visual inspection and NDT test report, no Distress was observed in the Existing Bridge.
- iii. Further, as per the preliminary survey carried out jointly by the Concessionaire and the IE's representative on 09.10. 2020, considering the NDT test report obtained from Third party, the Repair & Rehabilitation methodology was submitted by Concessionaire and subsequently same was executed at site.
- iv. It is also to mention that except the regular routine Check up, the joint visual inspection of all the Bridges were being conducted prior to every monsoon.

Am
Adv

ATTESTED TO BE TRUE COPY

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office : 3rd Floor, Above SBI Bank, Jagannathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN:F04460, CIN:U74140DL2009PTC188591

getinsa-euroestudios



- v. Further, prior to issuance of PCOD, all the relevant tests are conducted and also the Project was inspected by RO- Odisha on dated 10.08.2022 and only after successfully completion of all Tests, as per concurrence of Competent Authority in accordance with the NHAI Policy Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015, PCOD was issued on 19.07.2023.
- vi. Further, Pursuant to the provisions of Article 14.2 of the Concession Agreement and as per concurrence of the Competent Authority in accordance with the NHAI Policy Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015, the Completion Certificate was issued on 19.02.2023. In this connection, it is pertinent to mention here that prior to issuance of COD, the relevant tests such as joint visual inspection & NDT tests are conducted. In this connection, it is to highlighted that as per the Test report no Distress were observed in the above mentioned Bridge. **Copy of the Test report is attached herewith for your easy reference.**
- vii. Moreover, in this context, it is worthy to mention that as discussed during Joint Visit by Authority as well as Expert Committee, as per the preliminary report submitted, looking to the failure pattern of Pier cap, it was amply cleared that the collapse of the Existing Major Bridge which was constructed in the year 2007-08 by M/s Gamon Infra Pvt. Ltd may be occurred due to the inadequate design and reinforcement detailing for the loading coming on the pier cap.

From the above, it is clearly revealed that there is no negligence at all from our end towards construction of Project Highway as well as maintenance. We would like to highlight that IE shall always discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards professional integrity and Good industry practice

The above is submitted for your kind perusal and further necessary action at your end.

Thanks & regards

Yours sincerely,

**Authorized Signatory,
Chandikhole-Bhadrak.**

TPF GetinsaEuroestudios S L

In AssociationWith

Segmental Consulting&InfrastructureAdvisory (P) Ltd.

Enclosure: As stated above.

Am
Adv

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-256-
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

परियोजना कार्यान्वयन इकाई / Project Implementation Unit

एन.एच.ए.आई. कॉम्प्लेक्स, नेउलपुर, चंडीखोल, जाजपुर - ७५५०२४ (ओडिशा)

NHAI Complex, Neulpur, Chandikhole, Jajpur-755024 (Odisha)

दूरभाष / Tel : 06725 - 291479

ई-मेल / e-mail : nhaichandikhole@gmail.com, piuchandikhole@nhai.org

ANNEXURE - 23



NHAI/11014/8/2023/PIU/CDL/ 1229

13 Nov., 2023

To,

The Team Leader,

M/s.TPFGetinsaEurostudios S.L. with

Segmental Consulting & Infrastructure Advisory Pvt. Ltd.,

Bhadrak.

Sub.: Rehabilitation and Up-gradation of Six-laning of Chandikhole - Bhadrak section of NH-05 (New NH-16) from km 62.000 to km 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V- Collapse of span A1-P1 of bridge at km.79.614 - Reg.

Sir,

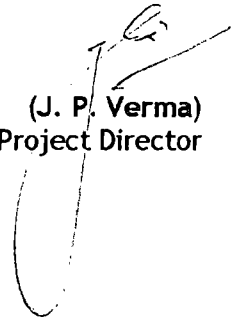
This is in reference to the direction of Competent Authority on Expert Committee's report for the incident of collapse of a span A1-P1 of bridge at km.79.614 in Chandikhole - Bhadrak section of NH-05 (New NH-16) in the state of Odisha.

As per direction of Competent Authority, this show cause notice is being issued upon you on the following observation of Expert Committee

"Deficiency in supervision of work during construction and O&M period. The representative of Independent Engineer/Contractor present at site were not able to explain the reason for the above lapses. Furthermore, they were not convergent about the requirement of regular bridge inspection/inventory data recording etc., which shows laxity on your part."

It is therefore, requested to submit your clarification that why necessary action will not be initiated against you for the incident. Your clarification has to be submitted within two days from the date of issuance of this letter.

Yours sincerely,


(J. P. Verma)
Project Director


Adv

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TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591



Ref: TPF-SCIA/IE/SCIA029/NHAI/2023-24/1216

Date: 18.11.2023

To

The Project Director,
National Highway Authority of India,
Project Implementation Unit,
NHAI Complex, Neulpur, Chandikhole,
Jajpur, Odisha – 755024.

Subject: Construction of Underpass at Km. 80+450 along with approaches from Km. 80+280 to Km. 80+750 on Chandikhole – bhadrak Section of NH-5 (New NH-16) in the state of Odisha on Engineering Procurement and Construction (EPC) Mode: - **Collapse of Span A1-P1 of bridge at Km. 79+614 on RHS- Submission of clarifications –Reg.**

Reference: NHAI letter no. NHAI/11014/8/2023/PIU/CDL/1229 dated 13.11.2023.

Dear Sir,

With reference to the above captioned subject, please refer to your letter under reference, wherein it is requested to submit the clarifications in regards to the Collapse of span A1-P1 of bridge at Km. 79+614 on RHS of NH-16. In this connection, we would like to apprise the following:

In regards to Supervision of work during construction

- i. Pursuant to the Schedule-B of Concession Agreement, a new Major Bridge was to be constructed at Km. 79+679 on LHS and the **existing Bridge on RHS is to be only repair/ rehabilitated which includes General cleaning of expansion joints & Drainage spouts.**
- ii. As per the preliminary survey carried out jointly by the Concessionaire and the IE's representative on 09.10. 2020, considering the NDT test report obtained from Third party, the Repair & Rehabilitation methodology was submitted by Concessionaire and subsequently same was executed at site.
- iii. Further, in compliance to Point No. 16 of Schedule -B, both visual inspection and non-destructive test by the Third-party M/s. Balaji scientific laboratory for the assessment of the health conditions existing structure had been carried out by Concessionaire in order to finalize its repair and rehabilitation. **As per the visual inspection and NDT test report, no Distress was observed in the Existing Bridge. Copy of the NDT report is attached for your ready reference.**
- iv. Further, prior to issuance of PCOD, all the relevant tests are conducted and also the Project was inspected by RO- Odisha on dated 10.08.2022 and only after successfully completion of all Tests, as per concurrence of Competent Authority in accordance with the NHAI Policy Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015, PCOD was issued on 19.07.2023. **As per the NDT Test Report conducted during PCOD, the Existing Bridge was in good condition and no Distress was found.**



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TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd..

Project Office :3rd Floor, Above SBI Bank, Jagganathpur, PO Madhabnagar, Bhadrak, Odisha - 756181

Email:- scia029.bhadrak@Segmental.in

Project: Independent Engineer services for Rehabilitation and up-gradation of Six laning of Chandikhole to Bhadrak section of NH-5 (New NH-16) from km. 62.000 to km. 136.500 in the state of Odisha to be executed as Hybrid Annuity project on DBFOT Pattern under NHDP Phase-V

FCRN: F04460, CIN: U74140DL2009PTC188591

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In regards to Supervision of work during O&M Period

- v. It is also to mention that except the regular routine Check up, the joint visual inspection of all the Bridges were being conducted prior to every monsoon.
- vi. Pursuant to the provisions of Article 14.2 of the Concession Agreement and as per concurrence of the Competent Authority in accordance with the NHAI Policy Circular No. NHAI/CGM (CMC)/2015/75902 dated 21.12.2015, the Completion Certificate was issued on 19.02.2023. In this connection, it is pertinent to mention here that prior to issuance of COD, all the relevant tests such as joint visual inspection & NDT tests are conducted. In this connection, it is to highlighted that as per the Test report no Distress were observed in the above mentioned Bridge. Copy of the Test report is attached herewith for your easy reference.
- vii. Moreover, in this context, it is worthy to mention that as discussed during Joint Visit by Authority as well as Expert Committee, as per the preliminary report submitted, looking to the failure pattern of Pier cap, it was amply cleared that the collapse of the Existing Major Bridge which was constructed in the year 2007-08 by M/s Gamon Infra Pvt. Ltd may be occurred due to the inadequate design and reinforcement detailing for the loading coming on the pier cap.

From the above, it is clearly revealed that there is no negligence at all from our end towards construction of Project Highway as well as maintenance. We would like to highlight that IE shall always discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards professional integrity and Good industry practice.

Looking forward to your understanding and assuring you of our best services always.

Thanks & Regards,

Yours sincerely



Authorized Signatory,

Chandikhole- Bhadrak.

TPF Getinsa Euroestudios S L

In Association With

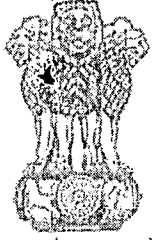
Segmental Consulting & Infrastructure Advisory (P) Ltd.

Enclosure: As stated above.

Am
Adv

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-259-



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

परियोजना कार्यान्वयन इकाई / Project Implementation Unit

एन.एच.ए.आई. कॉम्प्लेक्स, नेउलपुर, चंडीखोल, जाजपुर - ७५५०२४ (ओडिशा)

NHAI Complex, Neulpur, Chandikhole, Jajpur-755024 (Odisha)

दूरभाष / Tel : 06725 - 291479

ई-मेल / e-mail : nhaichandikhole@gmail.com, piuchandikhole@nhai.org

NHAI/11014/8/2024/PIU/CDL/82

11 January, 2024

To

The Authorised Signatory,
M/s.TPFGetinsaEurostudios S.L. with
Segmental Consulting & Infrastructure Advisory Pvt. Ltd.,
3rd Floor, Above SBI Bank,
Jagganathpur, PO: Madhabnagar,
Dist - Bhadrak, Odisha - 756181

Sub.: Rehabilitation and Up-gradation of Six-laning of Chandikhole - Bhadrak section of NH-05 (New NH-16) from km 62.000 to km 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V Collapse of span A1-P1 of bridge at km.79.614 - Reg.

Sir,

As per direction of Competent Authority on Expert Committee's report for the incident of collapse of a span A1-P1 of bridge at km.79.614 in Chandikhole - Bhadrak section of NH-05 (New NH-16) in the state of Odisha, a show cause notice issued upon you on the following observation of Expert Committee

"Deficiency in supervision of work during construction and O&M period. The representative of Independent Engineer/Contractor present at site were not able to explain the reason for the above lapses. Furthermore, they were not convergent about the requirement of regular bridge inspection/inventory data recording etc., which shows laxity on your part."

Your submission on the show cause vide letter no.1216 dated 18.11.2023 forwarded to NHAI HQ for consideration which does not stand on merit. Competent Authority has decided to impose penalty of Rs.20/- lakhs and debarment for 1 year as per NHAI Policy Circular No.18.63/2021 dated 08.01.2021 considering the observation of Expert Committee that laxity found in regular bridge inspection on regular basis.

Accordingly, as per direction of NHAI HQ., Rs.20 lakh shall be deducted from your next invoices.

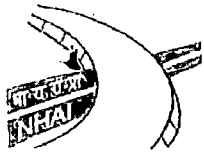
Yours sincerely,

(J. P. Verma)
Project Director

Copy to: 1. Regional Officer, NHAI-Odisha at Bhubaneswar for favour of information.
2. GM(Tech.)-Odisha, NHAI HQ for favour of information.

Am
Adv

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

दूरभाष / Phone: 91-11-25074100/25074200

(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 - 110 075

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

NHAI/Policy Guidelines/Miscellaneous Guidelines/2021

Policy Circular No.18.63/2021 dated 08th January, 2021

(Decision taken on e-file Comp. No.-52082)

Sub: Standard Operating Procedure to decide penal action in case of failure of structures/ highway in NHAI projects.

Number of instances have been noticed where bridges/ structures/ approaches to structures, etc. have failed pre-maturely on account of serious lapses/omissions on the part of Concessionaires/ Contractors/ Consultants. Therefore, following Standard Operating procedure is hereby issued to decide upon the extent of penalty against such companies/ firms and key personnel of the firms.

1.1 Constitution of Expert Committee and compliance of post-accident mechanism as spelt out in NHAI's Policy Guidelines no. 18.51 dated 28.08.2020 and no. 18.54 dated 29.09.2020 without any delay.

1.2 During the currency of investigation, the concerned key personnel of the Contractor/ Concessionaire (eg, Project Manager, Bridge Engineer, etc.) and Consultancy Firm (eg, Team Leader, Resident Engineer, Bridge Engineer, Material Engineer etc.) may be kept under suspension from working on the project/ any other project of NHAI so as to ensure that the investigation is not influenced. Further, if the suspended personnel are found not guilty after conclusion of the investigation, they shall be treated as on duty during the period of suspension and the salary of key personnel of consultancy firms will be paid as per the consultancy agreement.

1.3 The following penal actions shall be taken in case of any reports on failure of structures/ poor quality of services after ensuring proper investigation.

Sr. No.	Type of Failure	Action to be taken against the concerned based on investigation			
		Contractor/ Concessionaire		Consultant	
		Firm	Key Personnel	Firm	Key Personnel
i)	Minor failure of structures/ highway due to design/ construction/ maintenance defect wherein no casualties are reported.	Rectification by contractor/ concessionaire on own cost + penalty of Rs. 30 lakh and written warning.	The key personnel may be kept on watch list for any future recurrence besides issuing written warning.	Token penalty of Rs. 5 lakhs on consultancy firm engaged during construction/ maintenance besides issuing written warning.	The key personnel may be kept on watch list for any future recurrence besides issuing written warning.
ii)	Major failure of structures/ highway due to design/ construction/ maintenance defect wherein no casualties are reported.	Rectification by contractor/ concessionaire on own cost and/or Debarment upto 1 year + Financial Penalty of Rs. 50 lakh to Rs. 5 Cr. depending upon the severity of failure/ neglect.	Debarment of concerned key personnel upto 2 years in NHAI works.	Monetary penalty of Rs. 20 lakhs on consultancy firm engaged during construction/ maintenance and/or Debarment upto 1 year	Debarment of concerned key personnel upto 2 years in NHAI works.
iii)	Major failure of structures/ highway due to construction/ maintenance defect leading to loss of human lives besides loss of reputation etc.	Rectification by contractor/ concessionaire on own cost and/or Debarment upto 2 years + Financial Penalty of Rs. 1 Cr. to Rs. 10 Cr. depending upon the severity of failure/ neglect.	Debarment upto 3 years	Monetary penalty of Rs. 40 lakhs on consultancy firm engaged during construction/ maintenance and/or Debarment up to 2 years	Debarment upto 3 years

Note:

- i. The term Concessionaire implies all promoters of the SPV of the PPP project having 26% or more stake, whereas the term Contractor implies all Joint Venture Partners (jointly & severally responsible) in case of a EPC contract or the approved EPC Contractor working under SPV of a Concession.
- ii. The term Consultant refers to Authority Engineer, Independent Engineer, DPR/ Design Consultant, Proof Consultant & Safety Consultant.
- iii. In case of delayed failure i.e., failure due to construction but reported during maintenance period after the defaulting Contractor/Concessionaire has been demobilised, action shall be taken against the concerned Contractor/Concessionaire/Consultant only.
- iv. In case of lack of clarity in cost of structure the latest normative cost norms issued by MoRTH shall be adopted.

1.4 For each repeated lapse by the firm, the penalty for the subsequent offence shall be enhanced by an additional 50% as compared to penalty imposed in the previous instance applicable against the category of penalty under consideration.

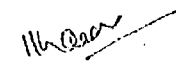
1.5 In case the outcome of investigation is unclear or on the basis of conjectures, no action on debarment shall be taken and only suitable monetary penalty shall be imposed on all contracting/consulting firms engaged in construction/maintenance.

2. The firms/ individuals on which penal/ deterrent action was taken may represent to the 'Reviewing Authority' in NHAI against the action/ penalty imposed.

3. The Competent Authority for approval of penal action against the Concessionaire / Contractors / Consultants will be the Chairman, NHAI and the Reviewing Authority will be the Executive Committee.

4. Suitable action on NHAI officials will be taken depending on the extent of dereliction of duties by the concerned officials keeping in view the Conduct Rules.

5. This SOP is applicable prospectively. However, in cases where decisions were taken, the agency/ individual may represent to the "Review Committee".


(Sheo Shankar Jha)
CGM (Coord.)

To
All officers of NHAI HQ/ROs/PIUs/CMUs/Site Offices

Copy to:

11. PS to Chairman
12. PS to All Members/CVO
13. Hindi Officer for translation in Hindi
14. Library for hosting the circular on library site
15. Web admin for circulation


Adv

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ANNEXURE - 26
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MAY 2024

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd

Project Office: 3rd Floor, Above SBI Bank, Jagannathpur, PO Madhabnagar, Bhadrak, Odisha - 756181.

E-Mail: scia029.bhadrak@segmental.in

Project: Rehabilitation and Up-gradation of Six laning of Chandikhole- Bhadrak section of NH-05 (New NH-16) from km 62.000 to km 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

FCRN: F04460, CIN: U74140DL2009PTC188591

TPF
INGENIERIA



Ref: TPF GAS/23-24/HO/ 2611

Date. 29 Jan 2024

WITHOUT PREJUDICE

To
The Project Director
National Highways Authority of India,
Project Implementation Unit,
NHAI Complex, Neulpur, Chandikhole, Jajpur-755024
Odisha.

Subject: Rehabilitation and Up-gradation of Six laning of Chandikhole- Bhadrak section of NH-05 (New NH-16) from km 62.000 to km 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V: Collapse of span A1-P1 of bridge at km. 79.614: Representation and Request to reconsider, revoke and withdraw your debarment order.

Ref: Your debarment order vide your letter ref. no. NHAI/11014/8/2024/PIU/CDL/82 dated 11.01.2024.

Sir,

1. This is with respect to your Debarment Order as referenced above, whereby our firms have been debarred for a period of one year from the date of issue of this order and a penalty of Rs.20/- lakhs has been imposed as per NHAI Policy Circular No.18.63/2021 dated 08.01.2021.
2. It is pertinent to mention that the debarment notice has been issued under Policy Circular No. 18.63/2021 dated 08.01.2021 (Enclosed as annexure-A) which has since been superseded by Policy Circular No.16.12/2022 dated 18.01.2022 (Enclosed as annexure-B) Hence, only on this count, it is requested to revoke, reconsider and withdraw the debarment order as it has been issued under a policy which is no longer valid nor in existence and therefore the action and debarment order is bad in law.
3. It is also pertinent to mention that the New Policy Circular No. 16.12/2022 dated 18.01.2022 which has superseded the Policy Circular No. 18.63/2021 dated 08.01.2021 explicitly states as per clause 7, that " Before deciding an AE/IE/CSC/PMC as Non-performer or debarring/penalizing it, the concerned technical division shall issue a notice to the AE/IE/CSC/PMC by giving 15 days' time to furnish its written reply and allow personal hearing if so desired by the AE/IE/CSC/PMC before Member concerned.....". By invoking a policy which is no longer valid nor in existence, and which did not provide the aggrieved party, the above remedy, we have deliberately and with malafide intent, been denied the opportunity to represent our case in front of a higher authority and thus the issuance of the debarment order is against the principles of fairness and natural justice and in violation of the procedural due process which has adversely affected our rights and caused us grave in justice, misery and financial loss.

Am Adv
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Project Office: Plot No.168, Mr. Mihir Ranjan Das, Mouza-Sunguda, PO-Dhanmandal, Chandikhole, Dist-Jajpur, Odisha - 754025

INGENIERIA

TPF GETINSA EUROESTUDIOS, S.L.

in association with

Segmental Consulting & Infrastructure Advisory (P) Ltd

Project Office: 3rd Floor, Above SBI Bank, Jagganathpur, PO Madhāpnagar, Bhadrak, Odisha - 756181.

E-Mail: scia029.bhadrak@segmental.in

Project: Rehabilitation and Up-gradation of Six laning of Chandikhole- Bhadrak section of NH-05 (New NH-16) from km 62.000 to km 136.500 in the state of Odisha to be executed on Hybrid Annuity Mode under NHDP Phase-V.

FCRN: F04460, CIN: U74140DL2009PTC188591

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4. It is further pertinent to point out that even without going into the merits of the allegations, charges, investigations, findings, conclusions etc leading to the debarment order, at this stage, which however, we are contesting, rebutting and challenging separately before a higher authority by putting forth all the facts so as to place them in proper perspective by submitting our consolidated and comprehensive representations containing our detailed written submissions, the instant debarment order is liable to be revoked and withdrawn on it being blatantly illegal, whimsical and arbitrary in nature.

In light of the above, it is humbly submitted that the debarment order may kindly be reviewed on the basis of the aforementioned facts, and may kindly be revoked and withdrawn.

We hope our request would be considered sympathetically and on merits.

Thanking you,

Yours faithfully,

Jatin Kumar
Jatin Kumar

Authorised Signatory

TPF Getinsa Euroestudios S.L.

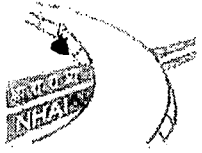
in association with

Segmental Consulting & Infrastructure Advisory Pvt. Ltd.

Encl: Annex A.

Annex B

Annexure A



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

एनएचए प्रो.नं. 01-11-2007/1902307/2001

(सड़क परिवहन और राजमार्ग विभाग)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 प्लॉट 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075

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

NHAI/Policy Guidelines/Miscellaneous Guidelines/2021

Policy Circular No.18.63/2021 dated 08th January, 2021

(Decision taken on e-file Comp. No.-52082)

Sub: Standard Operating Procedure to decide penal action in case of failure of structures/ highway in NHAI projects.

Number of instances have been noticed where bridges/ structures/ approaches to structures, etc. have failed pre-maturely on account of serious lapses/omissions on the part of Concessionaires/ Contractors/ Consultants. Therefore, following Standard Operating procedure is hereby issued to decide upon the extent of penalty against such companies/ firms and key personnel of the firms.

1.1 Constitution of Expert Committee and compliance of post-accident mechanism as spelt out in NHAI's Policy Guidelines no. 18.51 dated 28.08.2020 and no. 18.54 dated 29.09.2020 without any delay.

1.2 During the currency of investigation, the concerned key personnel of the Contractor/ Concessionaire (eg, Project Manager, Bridge Engineer, etc.) and Consultancy Firm (eg, Team Leader, Resident Engineer, Bridge Engineer, Material Engineer etc.) may be kept under suspension from working on the project/ any other project of NHAI so as to ensure that the investigation is not influenced. Further, if the suspended personnel are found not guilty after conclusion of the investigation, they shall be treated as on duty during the period of suspension and the salary of key personnel of consultancy firms will be paid as per the consultancy agreement.

1.3 The following penal actions shall be taken in case of any reports on failure of structures/ poor quality of services after ensuring proper investigation.

Sr. No.	Type of Failure	Action to be taken against the concerned based on investigation			
		Contractor/ Concessionaire		Consultant	
		Firm	Key Personnel	Firm	Key Personnel
i)	Minor failure of structures/ highway due to design/ construction/ maintenance defect wherein no casualties are reported.	Rectification by contractor/ concessionaire on own cost + penalty of Rs. 30 lakh and written warning.	The key personnel may be kept on watch list for any future recurrence besides issuing written warning.	Token penalty of Rs. 5 lakhs on consultancy firm engaged during construction/ maintenance besides issuing written warning.	The key personnel may be kept on watch list for any future recurrence besides issuing written warning.
ii)	Major failure of structures/ highway due to design/ construction/ maintenance defect wherein no casualties are reported.	Rectification by contractor/ concessionaire on own cost and/or Debarment upto 1 year + Financial Penalty of Rs. 50 lakh to Rs. 5 Cr. depending upon the severity of failure/ neglect.	Debarment of concerned key personnel upto 2 years in NHAI works.	Monetary penalty of Rs. 20 lakhs on consultancy firm engaged during construction/ maintenance and/or Debarment upto 1 year	Debarment of concerned key personnel upto 2 years in NHAI works.
iii)	Major failure of structures/ highway due to construction/ maintenance defect leading to loss of human lives besides loss of reputation etc.	Rectification by contractor/ concessionaire on own cost and/or Debarment upto 2 years + Financial Penalty of Rs. 1 Cr. to Rs. 10 Cr. depending upon the severity of failure/ neglect.	Debarment upto 3 years	Monetary penalty of Rs. 40 lakhs on consultancy firm engaged during construction/ maintenance and/or Debarment up to 2 years	Debarment upto 3 years

Note.

- i. The term Concessionaire implies all promoters of the SPV of the PPP project having 26% or more stake, whereas the term Contractor implies all Joint Venture Partners (jointly & severally responsible) in case of a EPC contract or the approved EPC Contractor working under SPV of a Concession.
- ii. The term Consultant refers to Authority Engineer, Independent Engineer, DPR/ Design Consultant, Proof Consultant & Safety Consultant.
- iii. In case of delayed failure i.e., failure due to construction but reported during maintenance period after the defaulting Contractor/Concessionaire has been demobilised, action shall be taken against the concerned Contractor/Concessionaire/Consultant only.
- iv. In case of lack of clarity in cost of structure the latest normative cost norms issued by MoRTH shall be adopted.

1.4 For each repeated lapse by the firm, the penalty for the subsequent offence shall be enhanced by an additional 50% as compared to penalty imposed in the previous instance applicable against the category of penalty under consideration.

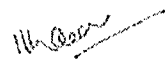
1.5 In case the outcome of investigation is unclear or on the basis of conjectures, no action on debarment shall be taken and only suitable monetary penalty shall be imposed on all contracting/consulting firms engaged in construction/maintenance.

2. The firms/ individuals on which penal/ deterrent action was taken may represent to the 'Reviewing Authority' in NHAI against the action/ penalty imposed.

3. The Competent Authority for approval of penal action against the Concessionaire / Contractors / Consultants will be the Chairman, NHAI and the Reviewing Authority will be the Executive Committee.

4. Suitable action on NHAI officials will be taken depending on the extent of dereliction of duties by the concerned officials keeping in view the Conduct Rules.

5. This SOP is applicable prospectively. However, in cases where decisions were taken, the agency/ individual may represent to the "Review Committee".


(Sheo Shankar Jha)
CGM (Coord.)

To

All officers of NHAI HQ/ROs/PIUs/CMUs/Site Offices

Copy to:

11. PS to Chairman
12. PS to All Members/CVO
13. Hindi Officer for translation in Hindi
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Annexure B



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/Policy Guidelines/Non-Performer & Debarment/2022

Policy Circular No. 16.12/2022 dated 18th January, 2022

{Decision taken on E-Office File No: NHAI/SRD&Q/207/2021 (Comp No. 96182)}

Sub: Standard Operating Procedure to debar/penalize/declare as Non-Performer the Authority's Engineer/Independent Engineer/Construction Supervision Consultant/Project Management Consultant in National Highways and centrally sponsored road projects.

It has been noticed that in many cases there are lapses on the part of the Authority's Engineer (AE)/Independent Engineer (IE)/Construction Supervision Consultant (CSC)/Project Management Consultant (PMC) in fulfilling their obligations under the contract as per provisions of contract agreement that lead to delay/acceptance of sub-standard works leading to premature distress/failure during construction.

2. In order to ensure construction of roads as per standard and specifications laid down in contract/concession agreement and to avoid project delays, it has been decided to debar/penalize/declare as Non-Performer the Authority's Engineer (AE)/Independent Engineer (IE)/Construction Supervision Consultant (CSC)/Project Management Consultant (PMC) for their lapses/deficiencies in services in National Highways and centrally sponsored road projects as detailed herewith on the same lines as issued vide MoRTH circular File No. RW/NH-33044/76/2021-S&R (P&B) dated 07.10.2021 and letter of even No. dated 04.01.2022.

3. This policy Circular supersedes the NHAI Policy Circular No. 18.63/2021 dated 08th January, 2021

4. Provisions for Penal Action:

4.1 Following penal actions shall be taken against the Authority's Engineer (AE)/Independent Engineer (IE)/Construction Supervision Consultant (CSC)/Project Management Consultant (PMC) in case of lapses on their part/deficiencies in services provided: -

Sl. No.	Type of Deficiency	Action to be taken against Consultant (IE/AE/CSC/PMC) engaged during construction & maintenance.	
		Key Personnel	Firm
1(a)	Failure to detect design/quality deficiency in Non-key Components*	For first three instances, key personnel may be kept on "watch list".	i. For first three instances, to be kept on watch list.
(b)	Failure to issue follow-up notices to contractor/concessionaire for delays in closure of NCRS, delays in furnishing detail of time & cost claims/COS/revised work programmes / work methodologies, etc.	Thereafter, the concerned key personnel & Team Leader to be removed from the project and	ii. Thereafter, a monetary penalty of 1% of the consultancy fee (the aggregate of such penalties in a contract would not exceed the performance Guarantee amount) and/or

102.

Sl. No.	Type of Deficiency	Action to be taken against Consultant (IE/AE/CSC/PMC) engaged during construction & maintenance.	
		Key Personnel	Firm
(c)	Delays or submission of improper MPRS, improper review of methodologies, temporary works, QA plan/manual, O&M plan/Manual etc.	debarred up to 6 months.	declaring the consultant as Non-Performer upto 6 months or till rectification of deficiencies # and taking adequate measures not to repeat such instances in future, whichever is earlier.
2(a)	Failure to detect design/quality deficiency in Key Component** not having substantial cost (below 1% of civil work (cost) and /or time implication (below 5% or project completion period)	The concerned key personnel & Team Leader to be removed from the project and debarred up to 1 year.	Declaring the Consultant as Non-Performer upto 1 year or till rectification of deficiencies # and taking adequate measures not to repeat such instances in future, whichever is earlier.
(b)	Failure to detect deficiency in quantity executed vis-à-vis design not having substantial financial implication (below 1% of civil work cost).		
(c)	Failure to conduct/witness tests as prescribed in the consultancy contract agreement.		
(d)	Delay in processing EOT/COS proposals, inaccurate assessment of COS proposals, not issuing NCRs, delays/improper review of designs/drawings/work programme or failure to submit Completion/ Provisional Completion Certification as prescribed in contract.		
3(a)	Failure to detect deficiency in quantity executed vis-à-vis design having substantial financial implication (1% of civil work cost or more)	The concerned key personnel & Team Leader to be removed from the project and debarred up to 2 years.	In addition to rectification of deficiencies and taking adequate measures not to repeat such instances in future, the consultant to be debarred up to 2 years.
(b)	Failure to detect design/quality deficiency in Key Component having substantial cost (1% of civil work cost or more) and/or time implication (5% of project completion period or more)		
(c)	Failure to detect deficiency/not reviewing design (including temporary works) and construction (including methodology) of structural components of flyover/ bridges/		

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Sl. No.	Type of Deficiency	Action to be taken against Consultant (IE/AE/CSC/PMC) engaged during construction & maintenance.	
		Key Personnel	Firm
	underpasses/overpasses/ROB/RUB etc.		
(d)	Failure to propose action (like cure period notice, levy of damages, etc.) on contractor/concessionaire as per contract agreement for their default/ poor progress having material adverse effect on the project implementation in terms of cost (1% of civil work cost or more) and/ time (5% of project completion period or more).		
(e)	Improper/wrong interpretation of provision in contract agreement; or wrong certification of payment/COS value/cost & time claims; or poor performance of services leading to cost (1% of civil work cost) and/or time (5% of project completion period) claims against NHA/ awarded by DRB/CCIE/Arbitration/ Court.		

Note ** Key Components are specified as under:

- i) Foundation, sub-structure and super-structure of flyovers, road over bridges, road under bridges, vehicular underpasses, vehicular over passes, major bridges, minor bridges, etc.
- ii) Tunnels
- iii) Expansion joints and bearings
- iv) RE walls/retaining walls
- v) The crust layers of flexible pavement
- vi) The crust layers of rigid pavement
- vii) Embankment and slope protection
- viii) Issues affecting road safety
- ix) Any other work endangering/impacting stability/reliability/durability/performance of pavement/structures.

*The items not covered in above list shall be in the category of Non-key components.

Excluding the delay solely attributable to the contractor beyond stipulated time.

4.2 The following penal actions shall be taken in case of any reports on failure of structures after ensuring proper investigation.

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Sr. No.	Type of Failure	Consultant	
		Firm	Key Personnel
(i)	Minor failure of structures/ highway due to design/ construction/ maintenance defect wherein no casualties are reported.	Token penalty of Rs. 5 lakhs on consultancy firm engaged during construction/ maintenance besides issuing written warning.	The key personnel may be kept on watch list for any future recurrence besides issuing written warning.
(ii)	Major failure of structures/ highway due to design/ construction/ maintenance defect wherein no casualties are reported.	Monetary penalty of Rs. 20 lakhs on consultancy firm engaged during construction/ maintenance and/or Debarment upto 1 year	Debarment of concerned key personnel upto 2 years in NHAI works.
(iii)	Major failure of structures/ highway due to construction/ maintenance defect leading to loss of human lives besides loss of reputation etc.	Monetary penalty of Rs. 40 lakhs on consultancy firm engaged during construction/ maintenance and/or Debarment up to 2 years	Debarment upto 3 years

Note:

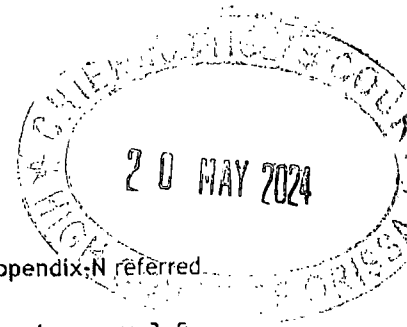
- (i) The term Consultant refers to Authority Engineer, Independent Engineer, DPR/ Design Consultant, Proof Consultant & Safety Consultant.
- (ii) In case of delayed failure i.e., failure due to construction but reported during maintenance period after the defaulting Consultant has been demobilised, action shall be taken against the concerned Consultant only.
- (iii) For each repeated lapse by the firm, the penalty for the subsequent offence shall be enhanced by an additional 50% as compared to penalty imposed in the previous instance applicable against the category of penalty under consideration.
- (iv) In case the outcome of investigation is unclear or on the basis of conjectures, no action on debarment shall be taken and only suitable monetary penalty shall be imposed on all consulting firms engaged in construction/ maintenance.

5. Frequency of reporting shall be monthly by PD for each project based on which RO shall report to Member on actions to be taken on Consultants.

6. Amendments shall be made in provisions of Model Request for proposal (RFP)

- (i) For appointment of Authority's Engineer (AE) as per Annexure-1 & Appendix-N referred therein.





- (ii) For appointment of Independent Engineer (IE) as per Annexure-2&Appendix-N referred therein.
- (iii) For appointment of Project Management Consultant (PMC) as per Annexure-3 & Appendix-K referred therein.
- (iv) In respect to RFP for Construction Supervision Consultant (CSC) the appropriate clause may be incorporated.

7. Before deciding an AE/IE/CSC/PMC as Non-Performer or debarring/penalizing it, the concerned Technical division shall issue a notice to the AE/IE/CSC/PMC by giving 15 days' time to furnish its written reply and allow personal hearing if so desired by the AE/IE/CSC/PMC before Member concerned. Such a notice shall not be issued without the approval of an officer not below the rank of the Chief General Manager (CGM). In case of projects where public safety is endangered by the behavior/conduct/action of the consultant the authority may temporarily suspend the consultant from participating in ongoing/future bidding upto 1 month period during which the regular process of debarment shall be concluded.

8. The Competent Authority for approval of penal action as above will be the Chairperson, NHAI.

9. The firm/individuals on which penal/deterrent action is taken may represent to the "Reviewing Authority" against the action/penalty imposed. The "Reviewing Authority" shall be the Executive Committee (EC).

10. Provisions related to Debarment:

10.1 Upon declaration of non-performer, the AE/IE/CSC/PMC will not be able to participate in any bid for National Highways projects with MoRTH or its executing agencies till such time the debarment persists or the AE/IE/CSC/PMC is removed from the list of non-performers. In bidding for a particular project, bids from only such firms should be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date of issue of Letter of Acceptance (LoA). Contracts concluded before the issue of the debarment/declaration as non-performer order shall, not be affected by the debarment order (s) issued subsequently.

10.2 In case, any debarred/declared non-performer firms submits the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred/declared non-performer firms shall be returned to them.

10.3 Debarment/declaration as non-performer of a particular firm shall automatically extend to all its allied firms. In case a joint venture/consortium is debarred, all partners/ members shall stand debarred for the entire period.

11. Upon declaration of non-performer/debarment of any agency (Consultant)/key personnel, concerned division shall notify the details on Data lake portal for maintaining the record/data related to debarment/non-performer. IT Division will act as Nodal Division and upload/update the list of Non Performing/Debarred agencies/Key Personnel on NHAI website. It is clarified that concerned division is responsible for uploading the data on Data-lake portal for maintaining the record. Details regarding non-performer/debarment shall be notified to SRD&Q Division through e-office file and shall be provided in the following format with Non-Performer/debarment order document: -


A handwritten signature in black ink, appearing to be a stylized 'B' or similar character.

Sl. No.	Name of Consulting firm declared as Non-Performer/debarred	Non-performer/debarred from the date	Non-performer/debarred upto the date	Non-performer/debarment order document
1				
2				

12. Initially all Technical Divisions shall upload the details of Non-performing/debarred agencies (Consultant)/ key personnel, if any, on Data-Lake portal within 4 working days of issue of this circular.

13. This issues with the approval of the Competent Authority.

Encl.: As stated above



18/01/22
(Sanjay Kumar Patel)
General Manager (Coord.)

To:

All Officers of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices

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(राष्ट्रिय 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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{Decision taken on E-Office File No: NHA/SRD&Q/207/2021 (Comp No. 96182)}

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2. In order to ensure construction of roads as per standard and specifications laid down in contract/concession agreement and to avoid project delays, it has been decided to debar/penalize/declare as Non-Performer the Authority's Engineer (AE)/Independent Engineer (IE)/Construction Supervision Consultant (CSC)/Project Management Consultant (PMC) for their lapses/deficiencies in services in National Highways and centrally sponsored road projects as detailed herewith on the same lines as issued vide MoRTH circular File No. RW/NH-33044/76/2021-S&R (P&B) dated 07.10.2021 and letter of even No. dated 04.01.2022.

3. This policy Circular supersedes the NHA Policy Circular No. 18.63/2021 dated 08th January, 2021

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4.1 Following penal actions shall be taken against the Authority's Engineer (AE)/Independent Engineer (IE)/Construction Supervision Consultant (CSC)/Project Management Consultant (PMC) in case of lapses on their part/deficiencies in services provided: -

Sl. No.	Type of Deficiency	Action to be taken against Consultant (IE/AE/CSC/PMC) engaged during construction & maintenance.	
		Key Personnel	Firm
1(a)	Failure to detect design/quality deficiency in Non-key Components*	For first three instances, key personnel may be kept on "watch list".	i. For first three instances, to be kept on watch list.
(b)	Failure to issue follow-up notices to contractor/concessionaire for delays in closure of NCRS, delays in furnishing detail of time & cost claims/COS/revised work programmes / work methodologies, etc.	Thereafter, the concerned key personnel & Team Leader to be removed from the project and	ii. Thereafter, a monetary penalty of 1% of the consultancy fee (the aggregate of such penalties in a contract would not exceed the performance Guarantee amount) and/or

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Sl. No.	Type of Deficiency	Action to be taken against Consultant (IE/AE/CSC/PMC) engaged during construction & maintenance.	
		Key Personnel	Firm
(c)	Delays or submission of improper MPRS, improper review of methodologies, temporary works, QA plan/manual, O&M plan/Manual etc.	debarred up to 6 months.	declaring the consultant as Non-Performer upto 6 months or till rectification of deficiencies # and taking adequate measures not to repeat such instances in future, whichever is earlier.
2(a)	Failure to detect design/quality deficiency in Key Component** not having substantial cost (below 1% of civil work (cost) and /or time implication (below 5% or project completion period)	The concerned key personnel & Team Leader to be removed from the project and debarred up to 1 year.	Declaring the Consultant as Non-Performer upto 1 year or till rectification of deficiencies # and taking adequate measures not to repeat such instances in future, whichever is earlier.
(b)	Failure to detect deficiency in quantity executed vis-à-vis design not having substantial financial implication (below 1% of civil work cost).		
(c)	Failure to conduct/witness tests as prescribed in the consultancy contract agreement.		
(d)	Delay in processing EOT/COS proposals, inaccurate assessment of COS proposals, not issuing NCRs, delays/improper review of designs/drawings/work programme or failure to submit Completion/ Provisional Completion Certification as prescribed in contract.		
3(a)	Failure to detect deficiency in quantity executed vis-à-vis design having substantial financial implication (1% of civil work cost or more)	The concerned key personnel & Team Leader to be removed from the project and debarred up to 2 years.	In addition to rectification of deficiencies and taking adequate measures not to repeat such instances in future, the consultant to be debarred up to 2 years.
(b)	Failure to detect design/quality deficiency in Key Component having substantial cost (1% of civil work cost or more) and/or time implication (5% of project completion period or more)		
(c)	Failure to detect deficiency/not reviewing design (including temporary works) and construction (including methodology) of structural components of flyover/ bridges/		

102

Sl. No.	Type of Deficiency	Action to be taken against Consultant (IE/AE/CSC/PMC) engaged during construction & maintenance.	
		Key Personnel	Firm
	underpasses/overpasses/ ROB/RUB etc.		
(d)	Failure to propose action (like cure period notice, levy of damages, etc.) on contractor/concessionaire as per contract agreement for their default/ poor progress having material adverse effect on the project implementation in terms of cost (1% of civil work cost or more) and/ time (5% of project completion period or more).		
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Note ** Key Components are specified as under:

- i) Foundation, sub-structure and super-structure of flyovers, road over bridges, road under bridges, vehicular underpasses, vehicular over passes, major bridges, minor bridges, etc.
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- v) The crust layers of flexible pavement
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102

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Note:

- (i) The term Consultant refers to Authority Engineer, Independent Engineer, DPR/ Design Consultant, Proof Consultant & Safety Consultant.
- (ii) In case of delayed failure i.e., failure due to construction but reported during maintenance period after the defaulting Consultant has been demobilised, action shall be taken against the concerned Consultant only.
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10.2 In case, any debarred/declared non-performer firms submits the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred/declared non-performer firms shall be returned to them.

10.3 Debarment/declaration as non-performer of a particular firm shall automatically extend to all its allied firms. In case a joint venture/consortium is debarred, all partners/ members shall stand debarred for the entire period.

11. Upon declaration of non-performer/debarment of any agency (Consultant)/key personnel, concerned division shall notify the details on Data lake portal for maintaining the record/data related to debarment/non-performer. IT Division will act as Nodal Division and upload/update the list of Non Performing/Debarred agencies/Key Personnel on NHAI website. It is clarified that concerned division is responsible for uploading the data on Data-lake portal for maintaining the record. Details regarding non-performer/debarment shall be notified to SRD&Q Division through e-office file and shall be provided in the following format with Non-Performer/debarment order document:



Sl. No	Name of Consulting firm declared as Non-Performer/debarred	Non-performer/debarred from the date	Non-performer/debarred upto the date	Non-performer/debarment order document
1				
2				

12. Initially all Technical Divisions shall upload the details of Non-performing/debarred agencies (Consultant)/ key personnel, if any, on Data-Lake portal within 4 working days of issue of this circular.

13. This issues with the approval of the Competent Authority.

Encl.: As stated above

18/01/22
(Sanjay Kumar Patel)
General Manager (Coord.)

To:

All Officers of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices

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सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

परियोजना कार्यान्वयन इकाई / Project Implementation Unit

एन.एच.ए.आई. कॉम्प्लेक्स, नेउलपुर, चंडीखोल, जाजपुर - ७५५०२४ (ओडिशा)

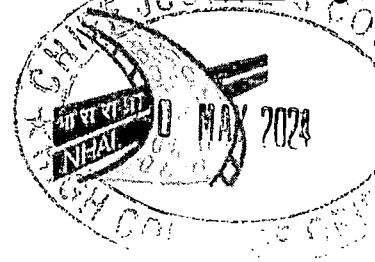
NHAI Complex, Neulpur, Chandikhole, Jajpur-755024 (Odisha)

दूरभाष / Tel : 06725 - 291479

ई-मेल / e-mail : nhaichandikhole@gmail.com, piuchandikhole@nhai.org

NHAI/11014/8/2024/PIU/CDL/7-8

ANNEXURE-28(caly)



11 January, 2024

To,

The Authorized Signatory,

M/s DBL Chandikhole Bhadrak Highway Limited,

Plot No.5, Inside Govind Narayan Singh Gate,

Chuna Bhatti, Kolar Road,

Bhopal, Madhya Pradesh 462016.

db@dilipbuildcon.co.in; dbchandikholebhadrak@dilipbuildcon.co.in;

maintenance.chandikholebhadrak@dilipbuildcon.co.in

Sub.: Rehabilitation and Upgradation to Six-Laning of Chandikhole - Bhadrak Section of NH-5 (New NH-16) from Km 62.000 to Km 136.500 in the State of Odisha to be executed as Hybrid Annuity Project under NHDP Phase V - Collapse of span A1-P1 of bridge at km.79.614 - Reg.

Sir,

This is in reference to your reply vide letter no.125 dated 21.11.2023 on the subject matter which was forwarded to NHAI HQ for consideration.

As your submission does not stand on merit, Competent Authority has decided vide E-office No. Comp. No.:217193 that the cost of entire remedial measures / reconstruction including cost of DPR preparation for the affected bridge shall be recovered from the existing Concessionaire, M/s DBL Chandikhole Bhadrak Highways Limited, developer of the Project which is in O&M stage at present as per the following provision of Concession Agreement;

(i) As per clause 17.1.1 of the Concession agreement

"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 the Agreement, Applicable Laws and Applicable Permits and confirm to Specifications and Standards and Good Industry Practice." The relevant Clause of Concessionaire Agreement is attached below.

(ii) As per Schedule-K of Concessionaire Agreement

"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")

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 failure in this behalf shall constitute a breach of Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Damages as set forth in Clause 117.8 of the Agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof." The relevant Schedule K of Concessionaire Agreement is attached below.

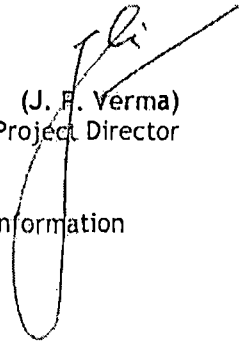
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(iii) As per Clause 14 (b) of Schedule-B of Concessionaire Agreement

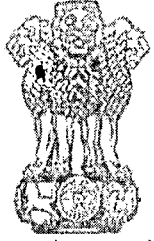
"The rehabilitation and repair of the existing bridge at Km. 79.700 (RHS) was in the scope of the Concessionaire. Further in the foot note of the table under 14 (b) of Schedule B, it is mentioned that "If existing structure during investigation is found structurally unsafe to cater design loads as per current applicable code, the same shall need to be reconstructed/rehabilitated to made it safe to carry design loads. This does not constitute any change of scope."

This is for your information and necessary action.

Yours sincerely,


(J. P. Verma)
Project Director

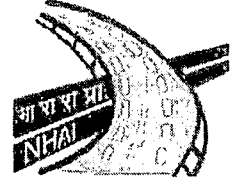
Copy to: 1. Regional Officer, NHAI-Odisha at Bhubaneswar for favour of information
2. GM(Tech.)-Odisha, NHAI HQ for favour of information



सत्यमेव जयते

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport and Highways, Government of India)
परियोजना कार्यान्वयन इकाई / Project Implementation Unit
एन.एच.ए.आई. कॉम्प्लेक्स, नेउलपुर, चंडीखोल, जाजपुर - ७५५०२४ (ओड़िशा)
NHAI Complex, Neulpur, Chandikhole, Jajpur-755024 (Odisha)
दूरभाष / Tel : 06725 - 291479
ई-मेल / e-mail : nhaichandikhole@gmail.com, piuchandikhole@nhai.org



NHAI/11014/8/2024/PIU/CDL/ 77

11 January, 2024

To,
The Authorised Signatory,
M/s.Gammon India Limited,
GAMMON HOUSE,
Veer Savarkar Marg,
P.O. Box No.9129,
Prabhadevi,
Mumbai-400025.
Email: gammon@gammonindia.com

Sub.: Widening to 4/6 lanes and strengthening of existing 2 lane carriageway (Bridges, Flyovers and ROB) of NH-5 from KM 61.000 to KM 199.141 (Chandikhole-Baleshwar) in the State of Orissa - contract package - OR V- Collapse of span A1-P1 of bridge at km.79.614 - Reg.

Sir,

This is in reference to your reply vide letter no.81 dated 17.11.2023 on the subject matter which was forwarded to NHAI HQ for consideration.

As your submission does not stand on merit, Competent Authority has decided to impose penalty for a sum of Rs.5 crore as per NHAI policy circular NO.18.63/2021 dated 08.01.2021 considering the lapses in execution of bridge work which is a major failure in this case as observed by the Expert Committee.

It is therefore, requested to deposit the penal amount in the following NHAI Account within a week from issuance of this letter;

Canara Bank
A/c No.- 80102200065615
IFSC- CNRB0018051
Branch - Chandikhole

Yours sincerely,

(J. P. Verma)
Project Director

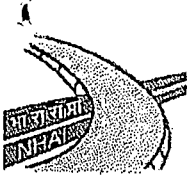
Copy to:1. Regional Officer, NHAI-Odisha at Bhubaneswar for favour of information
2. GM(Tech.)-Odisha, NHAI HQ for favour of information

Adv

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ANNEXURE - 29



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/NHDP-V/Tech/OR/2017/Chb/107874

Dt. 01.11.2017

To

All Bidders,

Name of work: Rehabilitation & Upgradation of four lane to Six Laning of Chandikhole - Bhadrak (km.62.000 to km.136.500) Section of NH-5 in the State of Orissa to be executed on Hybrid (Annuity) Mode - Reply of pre-bid queries - Reg.

Amendment No. 2

This is with reference to request for proposal invited on 06.09.2017 for the subject project.

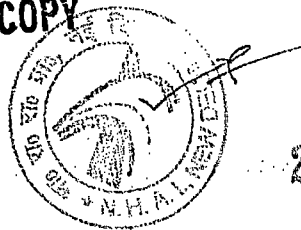
2. In this regard, please find enclosed herewith reply of pre-bid queries.

- (i) Reply to pre-bid queries - Annexure - I
- (ii) TCS - Annexure -II
- (iii) GAD - Annexure-III
- (iv) Circular dt. 16.03.2017 for BG Format - Annexure - IV.
- (v) State Government Agreement scanned Copy - Annexure - V.
- (vi) Geo-Tech Report - Annexure-VI
- (vii) Corrigendum - I (Schedule - B)- Annexure-VII.
- (viii) Addendum - I (Schedule - D) - Annexure - VIII.
- (ix) Revised Financial Sheet on the Estimated project Cost of Rs. 1210.55 Cr instead of previous Estimated Cost of Rs. 1211.92 Cr.

Other conditions will remain same.

(Vishnu Murti)
General Manager (T) OR

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Reply to Pre bid Queries for "Six Laning of Chandikhole to Bhadrak of NH-5 in the state of Odisha in (HAM)"

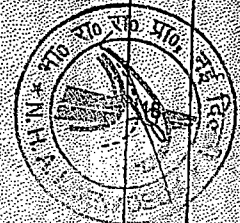
Annexure - I

Sl. No.	Clause	Original Clause In the Tender Document	Clarification / Suggestion by Bidder	NHA Reply
General				
1	Land Acquisition		Kindly give detail LA status as on date.	As per clause 23 foot note of Schedule-B
2	Schedule B TCS Drawings		TCS drawings referred are not available in the Schedule. Please provide.	TCS are attached as Annexure - II.
3	Schedule B Plan and Profile		Not provided. Please provide the same.	Bidders are required to assess at their own keeping in view design standards / manual, HFL with approval of IE as per schedule B, C D & Strip plan.
4	Schedule B GAD Drawings		Detail drawing required.	GAD's are attached as Annexure - III which are reference only, Bidders has to design as per provisions of Schedules/Standard manual.
5	Article-10, 10.3.2	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	<p>Past experience of road projects suggest that in the absence of physical possession of land in terms of area required for construction of at least 80% of the length of the project lead to cost and time overruns. Some projects awarded with 3D notified land, and 3G in process, would delay project timelines thereby resulting in cost overrun.</p> <p>✓ Right of Way to be provided for the complete area required to undertake construction, and not linear length alone, on 80% of the length of the project.</p>	NHA shall fulfill its contractual obligation as per Agreement. As per RFP
6	Article-16, 16.6.1, II	<p>16.6 Reduction In Scope of the Project</p> <p>16.6.1 II. The civil cost of the reduced Scope shall be multiplied by the 1.07 to arrive at the estimated cost of reduced Scope.</p>	<p>Reduction in scope as per the revised provision includes multiplication by 1.07. Due to this, the milestone payments change accordingly which might result in cost overrun during construction period and lower amount of annuity during operations period, which has no relation to actual project cost.</p> <p>Reduction in Bid Project Cost would be the same as Reduction in Civil Cost of Reduced Scope as certified by IE and LIE.</p>	As per RFP

- 284 -

Sl. No.	Clause	Original Clause in the Tender Document	Clarification / Suggestion by Bidder	NHAI Reply
7	23.8	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 instalment specified in Clause 23.6.3	Bank funding does not have direct correlation with Bank Rate as Bank Rate is the rate for availing overnight funds from RBI and not for meeting long term obligations. Current Bank Rate is 6.25%, implying that the interest on annuity would be 9.25%. Since the MCLR rates of various banks are in the range of 9.25%. Since the MCLR rates of various banks are in the range of 9.25%, 9.75%, the effective interest of loans would be higher on account of credit risk premium. This would lead to negative carry on cash flows of the project which might cause liquidity constraints. ✓ Spread to be increased to 5% in case the linkage is maintained with Bank Rate as declared by RBI. OR Average 1-year MCLR of a set of 5 banks (irrespective of banks participating in financial close) which a spread of 2% (IBA could circulate average rate on monthly basis and names of the 5 banks for calculation of average rate)	As per RFP
8	23.8	23.8 Mobilization Advance	Format of Bank Guarantee towards Mobilization Advance is not provided. Please provide the draft format of Bank Guarantee for Mobilization Advance.	The format of BG towards mobilization advance is available on NHAI website circular no. NHAI/2017/HAM/CGM (F) dt. 16.03.2017 as Annexure - IV.
9	23.8	23.8 Mobilization Advance 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 5 th (fifth) and final instalment upon expiry of 120 (one hundred and twenty) days commencing from the date of recovery of the 4 th (fourth) instalment.	With the Mobilization Advance recoverable decreasing with every payment of Construction Support by Authority, there is a risk of payment to be made by lenders to the tune of the BG amount in case of invocation of BG by the Authority. BG amount to be reduced with every payment made by Authority related to Construction Support as it gets reduced by one-fourth of Mobilization Advance taken by Concessionaire (Payment 1 to Payment 4).	As per RFP
10	41.17	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.	Whether state support agreement is signed between MORTH and State Government.	Copy of State Govt. agreement is enclosed - Annexure - V

Sl. No.	Clause	Original Clause in the Tender Document	Clarification / Suggestion by Bidder	NHAI Reply
11	Article 42 Definition	"Total Project Cost" means 60% (sixty percent) 9 of the Bid Project Cost specified in Clause 23.1. 9 In case 50% (fifty percent) is substituted in Clause 23.3.1, 100% such substituted figure may be specified here.	The footnote 9 is not clear to understand of the bidders, the same may kindly be elaborated in detail.	The footnote may be ignored for the purposes of this agreement.
12	Schedule-B, 13(b), Note No. 11	13. Major Bridges (b) Details of Major Bridges to be Repaired and Rehabilitated 1.1 If existing structure during detailed investigation is found structurally unsafe to cater design loads as per current applicable code, the same shall need to be reconstructed / rehabilitated to make it safe to carry design loads. This does not constitute any change of scope.	Request the Authority to kindly provide the details of the Major Bridges to be Repaired / Rehabilitated i.e. to confirm whether all the bridges are designed for 385 tonnes Special Vehicle as per MORTH Circular No. RW/NH.35075/9/2006. S&R (B), if not, whether all the existing bridges needs to be dismantled and to be newly constructed as per the above mentioned codal provisions.	Existing Structure shall be investigated as per respective codal design and footnote 11 shall be presumed superseded with the clause 16 of Schedule -B.
13	Schedule-B, 21	21. Corrosion Protection for Reinforcement Considering aggressive environment corrosion protection to reinforcement shall be provided by Fusion Bonded Epoxy Coating as per MORTH Circular No. RW/NH-34041/44/91-S&R dated 14 th /21 st March 2000 and conforming to IRC:SP-80-2008 "Guidelines for Corrosion Prevention, Monitoring and Remedial Measures for Concrete Bridge Structures" and conforming to IS:13620:1993 and ASTM A775/775M.	As per NHAI Circular No. 11041/218/2007-Admin dated 03.03.2010 regarding use of Fusion Bonded Epoxy Coating, it has been mentioned that the Fusion Bonded Epoxy Coating Plant shall be available within a distance of 300 Km from the Bridge Site. As per our knowledge the plant as per the above provision is not available within a distance of 300 Km from Project Highway. In view of the above, it is requested to Authority to waive the above requirement of 300 Km distance.	As per RFP.
14	Schedule-B, 22	22. Proposed Right of Way Detail of proposed ROW is listed below. Note: (i) NHAI intend to have present ROW as indicated in para 23. (ii) The agency shall be provided adequate land as per the applicable Cross Section (iii) Endeavour shall be made to adopt the cross section as per the Schedule, manual and site keeping in view, the minimum land requirement.	Bidders may kindly be allowed to design and adopt the Cross Sections as per the available Proposed Right of Way (PROW) and applicable codal provisions.	As per RFP.
15	Schedule-B	Minor Junctions	Please clarify the scope of minor junctions.	As per RFP with the approval of Engineer & Safety Auditor.
	Schedule-B	Major Junctions	Please clarify the scope of major junctions.	As per RFP with the approval of Engineer & Safety Auditor.
	Schedule-B	Rain water harvesting	Please clarify the scope of work for rain water harvesting structures.	As per RFP



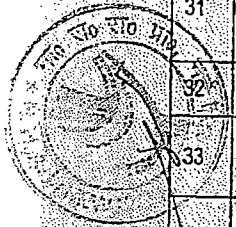
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Sl. No.	Clause	Original Clause in the Tender Document	Clarification / Suggestion by Bidder	NHAI Reply
General				
		General Land Acquisition	<p>Status of Land Acquisition: What is the status of land acquisition for the project? Kindly provide the following:</p> <p>A. Total Land required in Hectare/Sq.m/ Km for the project. B. Total Land already acquired. C. Total Land to be acquired. D. Total Agricultural / Private / Govt. / Forest land to be acquired.</p> <p>Also please provide detailed schedule for handing over land to the Contractor.</p>	NHAI shall fulfill its contractual obligations as per Agreement (As per clause - 23, foot note of Schedule-B)
19		General Wildlife Clearance	<p>National Board for Wildlife clearance: 1) Please clarify whether the project is in or nearby Wildlife / National Park / Sanctuary / Eco sensitive Zone Land? 2) If yes, Has Authority applied for National Board for Wildlife clearance and if so please clarify the status of the same?</p>	As per RFP.
20		General Forest Clearance	Request the Authority to kindly provide details of Forest land to be diverted, if any and status of Forest Clearance, required if any.	As per RFP.
21		General Environment Clearance	Request the Authority to kindly provide details of Environmental Clearance, if any and status of Environmental Clearance, required if any.	As per RFP.
22		General Tree Cutting / Tree Felling	Is the Project Alignment / ROW needs Cutting / Felling of Trees / If yes, please clarify about the permission for the cutting / felling of trees in Project Alignment / ROW.	As per RFP.
		General Encroachment details	Kindly provide the details of existing encroachment, if any on or along the Project Highway.	Bidders required ascertain on their own for their planning. However, NHAI shall fulfill its contractual obligation as per Agreement.
24		General Pending Litigation	Delay in execution of the Project Alignment / ROW due to pending litigations, if any, shall be treated as Political Force Majeure event and Concessionaire may kindly be compensated accordingly.	As per RFP.
25		General General Arrangement Drawings (GAD)	Please provide the status of General Arrangement Drawings (GAD) for all Structures of the Project Highway.	GAD's are attached which are reference only, Bidders has to design as per provisions of relevant Schedules of RFP.
26		General Plan and Profile	Please provide Plan and Profile Drawings of the Project Highway.	The profile shall be designed as per ISD. Compliance of design standard / Manual / HFL with approval of IE.
27		General Typical Cross Sections (TCS)	Please provide Typical Cross Sections (TCS) of the Project Highway.	Refer at s. no. 2.



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Sl. No.	Clause	Original Clause in the Tender Document	Clarification / Suggestion by Bidder	NHAI Reply
28		General Structure Design	We presume that 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. Kindly clarify.	As per RFP
29		General Utility Shifting	Is the Project Alignment / ROW needs Utility shifting? (i.e. Gas/Water Pipe Lines, Sewer Lines, Electricity High Tension Line etc.) If yes, please provide scope of the same.	As per RFP
30		General Bore Hole Report	Kindly provide Bore Hole Report for structures proposed of the Project Highway.	Geo-Tech Report is enclosed as Annexure-VI for reference only. Concessionaire has to assess bidding, however, NHAI shall fulfill its obligation.
31		General DPR / Geotechnical Reports	Detailed Project Report (DPR) / Feasibility Report / Geotechnical Reports shall be provided to the Bidders for detail pre-bid study of the Project Highway.	Geo-Tech Report is enclosed as Annexure-VI for reference only. Concessionaire has to assess its bid and no claim on this account is admissible.
32		General Hydrology Reports	Please provide the indicative Hydrology Report & High Flood Level (HFL) Data.	As per RFP
33		General Dates for Providing Right of Way	It is presumed that 100% required Proposed Right of Way (PROW) will be handed over on or prior to Appointed Date to the Concessionaire.	As per RFP
34		General GST Impact in computation of Project Cost	As Authority is well aware that the Government of India ("GOI") has introduced Goods and Services Tax (GST) in place of VAT, Central Sales Tax and Service Tax, Excise Duty etc. w.e.f. 01.07.2017. At present, the Road Infrastructure is proposed to be taxed @ 12% Goods and Service Tax ("GST") as per revised notification dated 22 nd August 2017. As the captioned project on Hybrid Annuity Mode (HAM), but in the EFP Documents there is no clarify about the applicability of GST on the following: <ul style="list-style-type: none"> • 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 IF GST is applicable on the above mentioned components, the Estimated Project Cost of NHAI mentioned in the RFP Documents may kindly be revised to that extent.	Bidders are expected to quote keeping in view of applicable provision of GST Act & Rules. As per RFP.
35		Due Date Extension	A basic details / information is yet to be provided by Authority to bidders, the bidders request Authority to kindly extend the bid due date so that bidder will get minimum 45 days effective time period after receipt of all the information necessary for quoting Realistic Bid.	As per Corrigendum issued, if any.

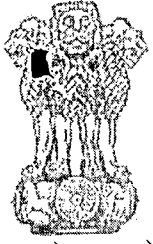


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ANNEXURE - 30



सत्यमेव जयते

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

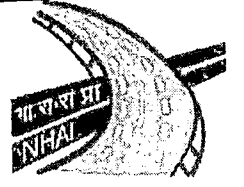
परियोजना कार्यान्वयन इकाई / Project Implementation Unit

एन.एच.ए.आई. कॉम्प्लेक्स, नेउलापुर, चंडीखोल, जाजपुर - ७५५०२४ (ओडिशा)

NHAI Complex, Neulpur, Chandikhole, Jaipur-755024 (Odisha)

दूरभाष / Tel : 06725 - 291479

ई-मेल / e-mail : nhaichandikhole@gmail.com, piuchandikhole@nhai.org



NHAI/11014/8/2024/PIU/CDL/ 79

(1) January, 2024

To

The Authorised Signatory,
M/s.Sheladia Associates,
"Amsri Classic", Flat No.1,1A,2&2A
Door No.9-1-127/4 & 127/4/1,
4th Floor, S.D. Road,
Secunderabad-500003,
Telengana.
Email:Hyderabad@sheladia.com

Sub.: Widening to 4/6 lanes and strengthening of existing 2 lane carriageway
(Bridges, Flyovers and ROB) of NH-5 from KM 61.000 to KM 199.141
(Chandikhole-Baleshwar) in the State of Orissa - contract package - OR V-
Collapse of span A1-P1 of bridge at km.79.614 - Reg.

Sir,

This is in reference to your reply vide letter no.03 dated 16.11.2023 on the subject matter which was forwarded to NHAI HQ for consideration.

As your submission does not stand on merit, Competent Authority has decided to debar M/s.Shelaida Associates for one year as the Expert Committee found deficiency in design of the collapsed bridge.

This is for your information.

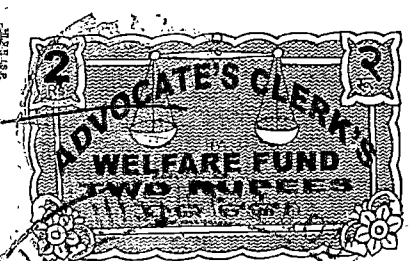
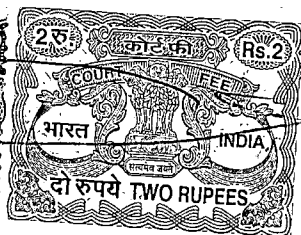
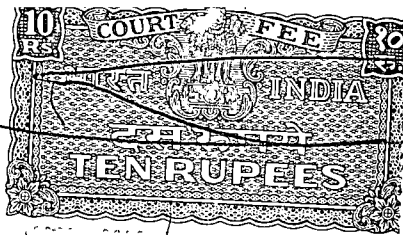
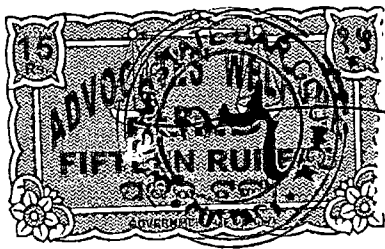
Yours sincerely,

(J. P. Verma)
Project Director

Copy to:1. Regional Officer, NHAI-Odisha at Bhubaneswar for favour of information
2. GM(Tech.)-Odisha, NHAI HQ for favour of information

Am
Adv

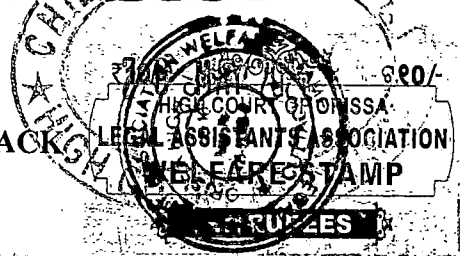
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1388 FORM OF VAKALATNAMA

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P. (C) NO. 14993 OF 2024



M/S. TPF GETINSA EUROESTUDIOS, S.L, IN ASSOCIATION WITH SEGMENTAL CONSULTING AND INFRASTRUCTURE ADVISORY PRIVATE LIMITED

... PETITIONER

-Versus-

NATIONAL HIGHWAYS AUTHORITY OF INDIA AND ANR.

...OPPOSITE PARTIES

Know all men by these presents, that by this Vakalatnama I, Sagar Mohanty, S/o Shri Rabindra Mohanty, aged about 32 years, at present residing at K-3, 325B, Ghatikia, Near Sum Ultimate Hospital, Bhubaneswar - 751003, Petitioner/Respondent/ Opp. Party in the aforesaid Petition/Suit/Appeal/Revision, do hereby appoint and retain

Ms. ADISHREE MISHRA, MR. NIKHILESH BARIK, MR. DUSMANT KUMAR NAIK.

Advocate(s) to appear for me/us in the above case and to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application connected with the same, or any decree or order passed therein including all applications for return documents or receipt of any moneys that may be payable to me/us in the said case. I/we of any moneys that may be payable to me/us in the said case and also in applications for review, and in appeals under Orissa High Court order and in applications for leave to appeal to Supreme Court. I/we authorise my/our Advocate(s) to admit any compromise lawfully in the said case.

Dated this 07/05/2024

Received from the executants (s). Satisfied and accepted as I hold no brief for the other side.

Adishree

Adishree Mishra
Advocate

Accepted as above

Enrl. No. D-4047/2015

Ph - + 91 9438088743

adishree@eminencelegal.com

Nikhilesh Barik

Nikhilesh Barik
Advocate

Accepted as above

Enrl. No. D-1617/2014

Ph - + 91 9650465656

nikhilesh@eminencelegal.com

Dusmant Naik

Dusmant Kumar Naik
Advocate

Accepted as above

Enrl. No. O-777/2012

Ph - 9348261622



Sagar Mohanty
Signature of Executant(s)



[= 1 =]

IN THE HIGH COURT OF ORISSA: CUTTACK

I.A. No. 2045 / 2024

(Arising out of W.P. (C) NO. 14993 / 2024) 20

CODE:



In the matter of: An application for stay of letter dated 11.01.2024 issued by the Opposite Party No. 1 to the Petitioner, under Chapter VI Rule-27 of the Orissa High Court Rules, 1948.

In the matter of: M/s. TPF Getinsa Euroestudios, S.L, in association with Segmental Consulting and Infrastructure Advisory Private Limited

...Petitioner

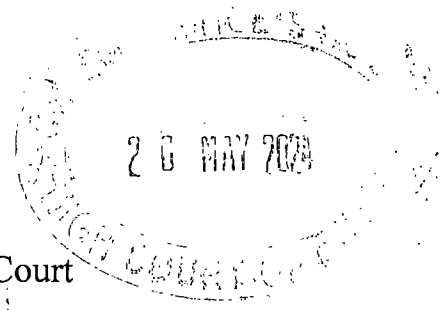
Versus

1. National Highways Authority of India, Ministry of Road Transport and Highways, Government of India; and
2. Union of India, Ministry of Road Transport and Highways, Director General, Paryavaran Bhawan, 1, Sansad Marg, New Delhi – 110001.

... Opposite Parties

B. MISHRA
NOTARY, CUTTACK
ODISHA

Am
Adv



To,

The Hon'ble Chief Justice of the Hon'ble High Court
of Orissa and His Lordship's Companion Justices of
the said Hon'ble Court.

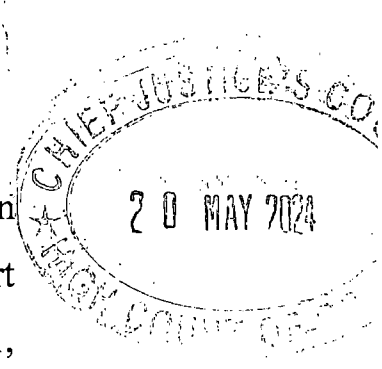
The humble petition on behalf
of the Petitioner named
above;

MOST RESPECTFULLY SHEWETH:

1. That the Petitioner in the present writ application is praying for setting aside or quashing the letter dated 11.01.2024 bearing No. NHAI/11014/8/2024/PIU/CDL/82 issued by the Opposite Party No. 1 to the Petitioner whereby the Petitioner has been debarred for a period of 1 (one) year and has been imposed with a penalty of INR 20,00,000/- (Rupees Twenty Lakhs).
2. That the facts stated, averments made and the grounds taken in the writ application may kindly be considered as a part of this I.A.
3. That the Opposite Party No. 1, without following the due process under law of issuing a proper and unambiguous show cause notice, debarred the Petitioner for a period of 1 (one) year which has caused civil death to the Petitioner and is against the principles of natural justice. Further, the debarment imposed by the Opposite Party No. 1 is

Am
Adv

B. MISHRA
NOTARY, CUTTACK
ODISHA



based on an invalid policy circular and an inconclusive inspection report issued by the expert committee constituted by the Opposite Party No. 1, which renders such debarment as illegal and arbitrary.

4. That further, the Petitioner has suffered from severe business losses as several bids submitted by the Petitioner for various projects with different organisations across India have been rejected due to the debarment imposed by the Opposite Party No. 1 vide its letter dated 11.01.2024.
5. That unless the letter dated 11.01.2024 issued by the Opposite Party No. 1 to the Petitioner debarring the Petitioner for a period of 1 (one) year is stayed, the Petitioner shall suffer irreparable loss and shall be highly prejudiced.
6. That the Petitioner has a strong prima facie case and the balance of convenience lies in its favour.
7. That in view of the aforesaid facts and circumstances it would be expedient in the interest of justice to direct that the operation of the letter dated 11.01.2024 issued by the Opposite Party No. 1 to the Petitioner be stayed till disposal of the present writ application.

Am.
Adv.


B. MISHRA
NOTARY, CUTTACK
ODISHA

[= 4 =]

PRAYER

Under the facts and circumstances of the case, this Hon'ble Court may graciously be pleased to allow this application and pass necessary orders staying the operation of the letter dated 11.01.2024 bearing No. NHAI/11014/8/2024/PIU/CDL/82 issued by the Opposite Party No. 1 to the Petitioner till disposal of the present writ application and further be pleased to pass any other order/orders as may be deemed fit and proper.

And for this act of kindness, the petitioner shall as in duty bound ever pray.

CUTTACK

By the Petitioner through

Date: 20.05.2024



Advocate



**B. MISHRA
NOTARY, CUTTACK
ODISHA**



IN THE HIGH COURT OF ORISSA: CUTTACK

I.A. No. 7045 of 2024

(Arising out of W.P. (C) No. 14993 of 2024)



In the matter of: M/s. TPF Getinsa Euroestudios,
S.L, in association with Segmental
Consulting and Infrastructure
Advisory Private Limited,
through its Authorised
Representative, Mr. Sagar
Mohanty

...Petitioner

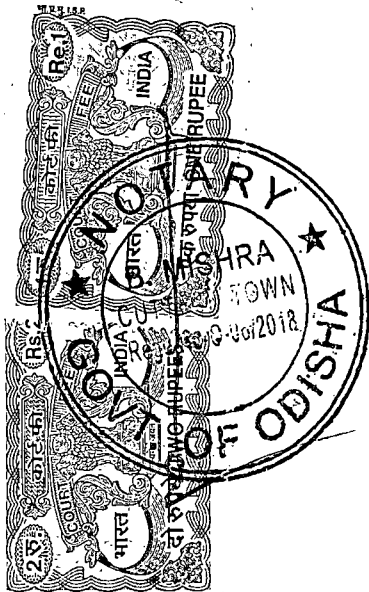
Versus

1. National Highways Authority of India, Ministry of Road Transport and Highways, Government of India; and
2. Union of India, Ministry of Road Transport and Highways, Director General, Paryavaran Bhawan, 1, Sansad Marg, New Delhi – 110001.

... Opposite Parties

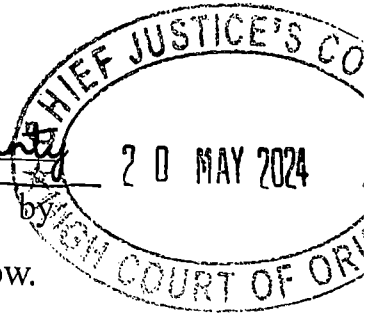
AFFIDAVIT

1. I, Sagar Mohanty, aged about 32 years, at present residing at K-3, 325B, Ghatikia, Near Sum Ultimate Hospital, Bhubaneswar - 751003;
2. Father's Name: Shri Rabindra Mohanty



Am
Adv

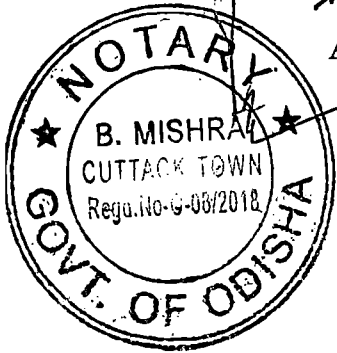
Solemnly affirmed before me by Sagar Mohanty
who is identified before me by Adishree Mishra
Adishree Mishra whom I personally know.



This 17th day of May, 2024.

Amishra
Advocate

B. Mishra
NOTARY, CUTTACK
Notary Public, Odisha



SCANNED
OFFICE OF THE DEPUTY SOLICITOR GENERAL OF INDIA
GOVT. OF INDIA
ORISSA HIGH COURT, CUTTACK

SL. NO. **1206** DATE **21/06/2024** TIME **12:36**

CASE TYPE **D - W.P.(C)** NO. **23355** YEAR **2024**

PETITIONER/APPELLANT **M/s. TPF GETINSA EUROESTUDIOS S.L**

RESPONDENT/OPP. PARTY **NATIONAL HIGHWAYS AUTHORITY OF INDIA & ANOTHER**

☒ **D - W.P.(C)** ☒ **IA**

SHRI P.K. PARIJA
COUNTER AFFIDAVIT
DSOI.

FURTHER AFFIDAVIT

REJOINDER AFFIDAVIT

DATE CHART /WRITTEN NOTE OF SUBMISSION

GOVT. OF INDIA
ORISSA HIGH COURT
CUTTACK

ORISSA HIGH COURT
2ND MEMO
21 JUN 2024
EXTRA COPY
CLEARANCE
DEPUTY REGISTRAR (J&E)

DEPUTY SOLICITOR GENERAL OF INDIA
ORISSA HIGH COURT, CUTTACK

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COMPUTERISED FILING COUNTER
ORISSA HIGH COURT,CUTTACK
ACKNOWLEDGEMENT SLIP

Seat No : 115

Branch No : WRIT BRANCH (DIVISION
BENCH-2)

Receipt No : 81001/2024

Date Of Receiving : 04/07/2024

Time : 03:14:55 PM

Filing No : D- WP(C) 23355/2024

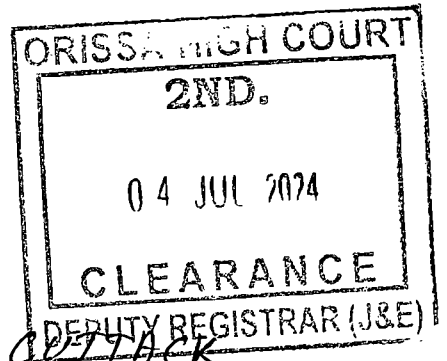
Case No : WP(C) 14993/2024

Received From : Petitioner

Filed By: ADVOCATE FOR THE PETITIONER

Document(s) Filed :

3- REQUISITE FOR OPS --- Postal Fee -Rs.140



IN THE HIGH COURT OF ORISSA ~~CUTTACK~~

WP NO. 14993/24

M/S. TPF-Getinge Euroestudios SL.

- - Petitioner

8

N.H.D. India.

enacted - - off Paris

In the said case written
Process, writ Petition copy along
with annexures and I.A. Petition
along with postal Stamp RS-140/-
AD Filed here with

Cuttack
4/7/24

Amishu.
Advocate for the
Petitioner



Sign In

Register



You are here Home>> Track Consignment

Track Consignment

Quick help

* Indicates a required field.

* Consignment Number

EX851871621IN

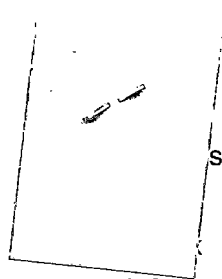
Track More

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Chandinchowk H.O	11/07/2024 11:24:10	755024	140.00	Speed Post Parcel Domestic	Haridaspur S.O	19/07/2024 13:13:52

Event Details For : EX851871621IN

Current Status : Item Delivered(Addressee)

Date	Time	Office	Event
19/07/2024	13:13:52	Neulpur B.O	Item Delivered(Addressee)
15/07/2024	12:23:38	Haridaspur S.O	Item Bagged
15/07/2024	12:23:38	Haridaspur S.O	Dispatched to BO
15/07/2024	12:23:38	Haridaspur S.O	Item Dispatched
15/07/2024	12:02:27	Haridaspur S.O	Item Received
13/07/2024	16:36:52	Jajpur Road PH	Item Dispatched
13/07/2024	16:10:38	Jajpur Road PH	Item Bagged
13/07/2024	11:46:39	Jajpur Road PH	Item Received
12/07/2024	12:51:30	Cuttack PH	Item Dispatched
12/07/2024	08:53:50	Cuttack PH	Item Bagged
12/07/2024	07:33:43	Cuttack PH	Item Received
12/07/2024	01:25:59	Cuttack RMS L1U	Item Dispatched
11/07/2024	16:40:38	Chandinchowk H.O	Item Dispatched
11/07/2024	16:19:20	Chandinchowk H.O	Item Bagged
11/07/2024	11:24:10	Chandinchowk H.O	Item Booked



Right To Information

Tenders India

Related sites

Website Policies

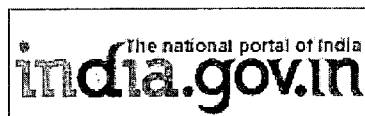
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Application Security Audit Report



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COMPUTERISED FILING COUNTER
ORISSA HIGH COURT,CUTTACK
ACKNOWLEDGEMENT SLIP

Seat No : 115

Branch No : WRIT BRANCH (DIVISION
BENCH-2)

Receipt No : 78681/2024

Date Of Receiving : 01/07/2024

Time : 12:34:52 PM

Filing No : D- WP(C) 23355/2024

Case No : WP(C) 14993/2024

Received From : Respondent (1)

Filed By: M/S UMESH CHANDRA MOHANTY

Document(s) Filed :

2- Vakalatnama --- Court Fee -Rs.12 (19098/2024)

VAKALATNAMA
IN THE HIGH COURT OF ORISSA

W.P. (C) No. 14993 of 2024

M/S.TPF GETINSA EUROESTUDIOS S.L.

VERSUS

NATIONAL HIGHWAYS AUTHORITY OF INDIA & ORS

.....OPP. PARTIES

Know all men these present, that by this Vakalatnama.

I Jai Prakash Verma, S/o.Shri Ram Rup Verma, Aged 45 Years, OCCUPATION PROJECT DIRECTOR, NHAI, PIU-CHANDIKHOLE Appellant / Respondent / Petitioner / Opposite Party, in the aforesaid case do here by appoint and retain Shri Umesh Chandra Mohanty. EN-0-643/1991, 9338855711, SANJEEV KUMAR SWAIN EN-0-824/21, 6370408688, G.P. Jena, EN-0-329/84, 8917404740 Advocate (s) to appear for me /us in the above case, and to conduct and prosecute (or defend) the same and all proceeding that may be taken in respect of any application connected with the same or any decree or order passed their including all applications for return of documents or receipt of any money that may be payable to me / us in the said case and also in applications for review appeals under Orissa High Court order and in application for leave to appeal to Supreme Court. I / We authorize my/our Advocate(s) to admit any compromise lawfully entered in the said case.

Due to non-availability of cartridge paper this matter has been filed in this paper.

Dated 01/07/2024

Received from the Executant(s), Satisfied that
He / they is /are the Party / Parties and accepted.
I hold not brief for the other side.

Umesh Chandra Mohanty
(Advocate) Advocate-843/1991
Mob-9338855711

Advocate

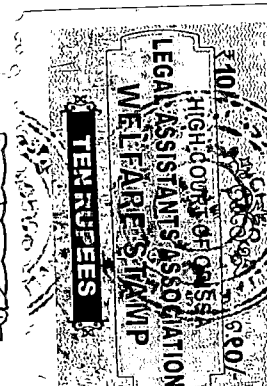
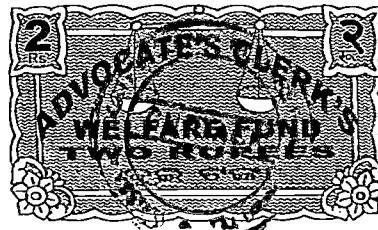
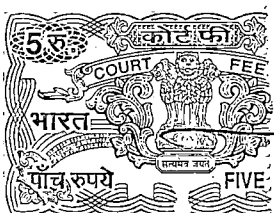
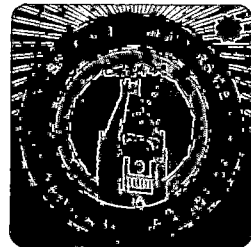
Accepted as above

G.P. Jena.
Advocate

SIGNATURE OF THE EXECUTANT

PROJECT DIRECTOR,
NATIONAL HIGHWAYS AUTHORITY OF INDIA
PIU-CHANDIKHOLE

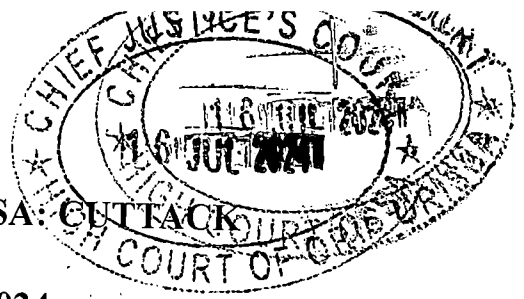
(OPP. NO -1, NHAI)



SCANNED

115

DB-2



IN THE HIGH COURT OF ORISSA: CUTTACK

I.A. NO. 92/3 OF 2024

(Arising out of W.P. (C) NO. 14993 / 2024)

CODE:

In the matter of: M/s. TPF Getinsa Euroestudios,
S.L, in association with Segmental
Consulting and Infrastructure
Advisory Private Limited,

...Petitioner

Versus

1. National Highways Authority of
India, Ministry of Road
Transport and Highways,
Government of India; and

2. Union of India, Ministry of Road
Transport and Highways.

... Opposite Parties

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Am.
Adv.

Sl. No.	Particulars	Annexure	Page Nos.
2.	Order dated 02.07.2024 passed by this Hon'ble Court in of W.P. (C) No. 14993 of 2024	1	13-14

CUTTACK

By the Petitioner through

Amishra

DATE: 16.07.2024

ADVOCATE

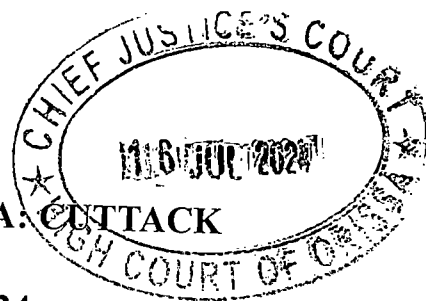
Ms. Adishree Mishra
D/4047/2015
Mob – 9438088743

Am
Adv

[=1=]

IN THE HIGH COURT OF ORISSA: CUTTACK

I.A. NO. 9213 OF 2024



(Arising out of W.P. (C) NO. 14993 / 2024)

In the matter of:

An application for modification of Order dated 02.07.2024 passed by this Hon'ble Court in W.P. (C) No. 14993 of 2024.

In the matter of: **M/s. TPF Getinsa Euroestudios, S.L, in association with Segmental Consulting and Infrastructure Advisory Private Limited,**

having its project office at
3rd Floor, Above SBI Bank,
Jagannathpur, P.O. Madhabnagar,
Bhadrak, Odisha - 756181
through Mr. Sagar Mohanty,
authorised representative.

...Petitioner

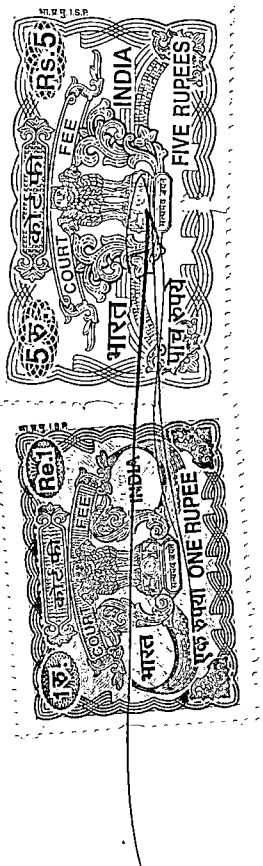
Versus

1. **National Highways Authority of India, Ministry of Road Transport and Highways, Government of India**

having Project Implementation Unit at NHAI Complex, Neulpur, Chandikhole, Jajpur, Odisha – 755024.

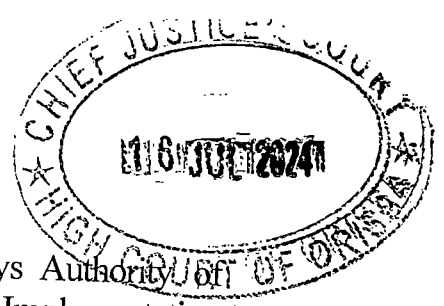
Also at:

Surendra Prasad Dhal
18.7.2024
Surendra Prasad Dhal
Advocate
NOTARY, CUTTACK



Am.
Adv

[=2=]



National Highways Authority of
India, Project Implementation
Unit, Plot No. 1086,
Chandmaripadia, Sahadevkhunta,
Balasore, Odisha – 756001.

2. Union of India, through the
Ministry of Road Transport and
Highways, Director General,
Paryavaran Bhawan, 1, Sansad
Marg, New Delhi – 110001.

... Opposite Parties

To,

The Hon'ble Chief Justice of the Hon'ble High Court of
Orissa and His Lordship's Companion Justices of the
said Hon'ble Court.

The humble petition on behalf of
the Petitioner named above;

Am
Adv

MOST RESPECTFULLY SHEWETH:

1. That the Petitioner has filed a writ petition
before this Hon'ble Court praying for quashing
of the impugned letter dated 11.01.2024
(annexed at ANNEXURE 25 of the Writ
Petition) bearing No. NHAI/ 11014/ 8/ 2024/

Y. G. 7
Surendra Prasad Dhal
Advocate
NOTARY, CUTTACK

PIU/ CDL/ 82 issued by the Opposite Party No. 1 to the Petitioner whereby the Petitioner has been debarred for a period of 1 (one) year and has also been imposed with a penalty of INR 20,00,000/- (Rupees Twenty Lakhs).

2. That this Hon'ble Court after hearing the submissions made by the counsel for the Petitioner was pleased to pass an Order dated 02.07.2024 to issue notice to the Opposite Parties in the main case as well as the I.A. No. 7045 of 2024 filed for staying the impugned letter dated 11.01.2024 (which is annexed at **ANNEXURE 25** of the Writ Petition) bearing No. NHAI/11014/8/2024/PIU/CDL/82 issued by the Opposite Party No. 1 to the Petitioner pursuant to which the Petitioner has been debarred for 1 (one) year and has been penalised with INR 20,00,000/- (Rupees Twenty Lakhs).

This Hon'ble Court further directed one extra copy of the writ petition to be served on the learned counsel appearing on behalf of the Central Government within 3 (three) working days enabling him to take instructions or file counter affidavit and also directed steps to be taken for service of notice on the Opposite Party No. 1 by speed post within 3 (three) working

Am
Adv

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Surendra Prasad Dhes
Advocate
NOTARY, CUTTACK

days. The office shall send notice to the Opposite Party fixing an early returnable date.

Copy of the Order dated 02.07.2024 passed by this Hon'ble Court in W.P. (C) No. 14993 of 2024 is annexed herewith and marked as ANNEXURE 1.

3. That however, it is noted in paragraph 3 of the said Order dated 02.07.2024 uploaded on the website of the Orissa High Court that the Petitioner has filed the writ petition challenging the Order dated 11.01.2024 passed by the Opposite Party No. 1 under "ANNEXURE 30", whereas the said letter dated 11.01.2024 issued by the Opposite Part No. 1 to the Petitioner has been annexed as "ANNEXURE 25" of the Writ Petition. Therefore, in Paragraph 3 of the Order dated 02.07.2024 passed by this Hon'ble Court, it should be recorded as "ANNEXURE 25" instead of "ANNEXURE 30".

4. That further, it is noted in the first part of paragraph 4 of the said Order dated 02.07.2024 that "*the counsel for the Petitioner vehemently contended that while issuing the Order dated 11.01.2024, the basis on which the order of debarment was passed, i.e., NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 was*

Advocate
Advocate
NOTARY, CUTTACK

not made available", whereas the aforesaid NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 was non-existential on the date on which the Opposite Party No.1 debarred the Petitioner and imposed a penalty of INR 20,00,000/- (Rupees Twenty Lakhs).

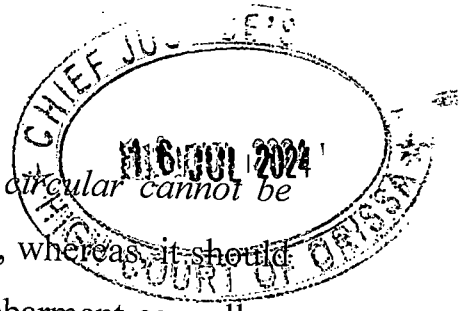
The submission made by the counsel for the Petitioner that the NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 was superseded *vide* Policy Circular No. 16.12/2022 dated 18.01.2022 has been duly recorded by this Hon'ble Court in the same paragraph (i.e., Paragraph No. 4) of the Order dated 02.07.2024 in the subsequent lines (i.e., second sentence of Paragraph 4 of the Order), however, somehow, in the aforementioned sentence it has been noted that the said NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 was not made available, which is not a correct fact. Accordingly, the first sentence of Paragraph 4 of the Order should reflect that the "***NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 was non-existential***" instead of the "***NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 was not made available***".

5. That furthermore, it is noted in the second part of Paragraph 4 of the Order that "*the penalty*

Surenara Prasad Mishra
Advocate
NOTARY, CUTTACK

2/16.7

Am
Adv



imposed on a non-existent circular cannot be sustained in the eye of law", whereas, it should have been noted that the debarment as well as the penalty imposed on a non-existent circular cannot be sustained in the eye of law, because the Petitioner in the present case has challenged the debarment as well as the penalty imposed by the Opposite Party No. 1 *vide* its letter dated 11.01.2024 issued to the Petitioner, which submission has also been duly recorded by this Hon'ble Court in Paragraph 3 of its Order dated 02.07.2024. Further, the Opposite Party No.1 has not only imposed a penalty based on a non-existent circular but has also ordered for debarment of the Petitioner for 1 (one) year under the same non-existent circular. Therefore, since both penalty and debarment have been ordered by the Opposite Party No. 1 against the Petitioner, the noting regarding only penalty does not indicate the complete set of facts.

However, somehow, the word 'debarment' has not been mentioned in the following paragraph (i.e. Paragraph 4) and it has been noted to only reflect the word 'penalty' and not 'debarment'. Therefore, in light of the above, the Order dated 02.07.2024 should mention the word 'debarment' alongwith the word 'penalty' in Paragraph 4. Accordingly, the second part of

Surendra Prasad Dha
Advocate

NOTARY, CUTTACK

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Am
Adv

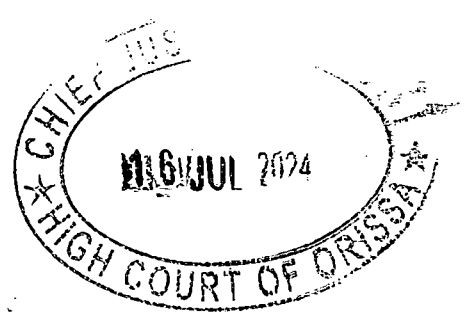
the said Paragraph 4 (i.e., third sentence onwards till the end of the paragraph) should reflect the following:

“.....Therefore, the debarment as well as the penalty imposed on a non-existent circular cannot be sustained in the eye of law”. Apart from the same though notice of showcause was issued, it is a mere formality and, as such, no observation was made whether on the basis of such show cause notice, the debarment and the penalty can be imposed on the Petitioner. Therefore, on the basis of an incomplete show cause notice since the debarment and the penalty have been imposed, the order impugned cannot be sustained in the eye of law”.

6. That this application is bonafide and has been filed before this Hon'ble Court in the interest of justice and unless the Order dated 02.07.2024 is modified by this Hon'ble Court to the extent as prayed for, the Petitioner shall be highly prejudiced.

*Am
Adv*

4107
Surendra Prasanna Dhal
Advocate
NOTARY, CUTTACK

PRAYER

In view of the above facts and circumstances, it is therefore, most humbly prayed that this Hon'ble Court be graciously pleased to:

- (a) modify the Order dated 02.07.2024 passed by this Hon'ble Court in W.P. (C) No. 14993 of 2024 to the extent prayed for herein to reflect the following:
- (i) 'ANNEXURE 30' to be reflected as 'ANNEXURE 25' in Paragraph 3 of the Order dated 02.07.2024;
- (ii) 'NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 was not made available' to be reflected as 'NHAI Policy Circular No. 18.63/2021 dated 08.01.2021 was non-existential' in the first sentence of Paragraph 4 of the Order dated 02.07.2024; and
- (iii) The word '**debarment**' to be included/ mentioned in Paragraph 4 (i.e., third sentence onwards till the end of the paragraph) of the Order dated 02.07.2024 wherever the word '**penalty**' has been

Am.
Adv


Surendra Prasad Dha
Advocate
NOTARY, CUTTACK

referred to/ mentioned in the said
Paragraph.

- (b) pass any other order/orders as may be deemed fit
and proper and in the interest of justice.

And for this act of kindness, the Petitioner shall as in duty
bound ever pray.


Date: 16.07.2024

By the Petitioner through

Place: Cuttack


Advocate

Ms. Adishree Mishra
D/4047/2015
Mob – 9438088743


Surendra Prasad Dha
Advocate
NOTARY, CUTTACK

IN THE HIGH COURT OF ORISSA: CUTTACK

I.A. No. 9213 of 2024

(Arising out of W.P. (C) No. 14993 of 2024)

In the matter of: M/s. TPF Getinsa Euroestudios,
S.L, in association with Segmental
Consulting and Infrastructure
Advisory Private Limited,

...Petitioner

Versus

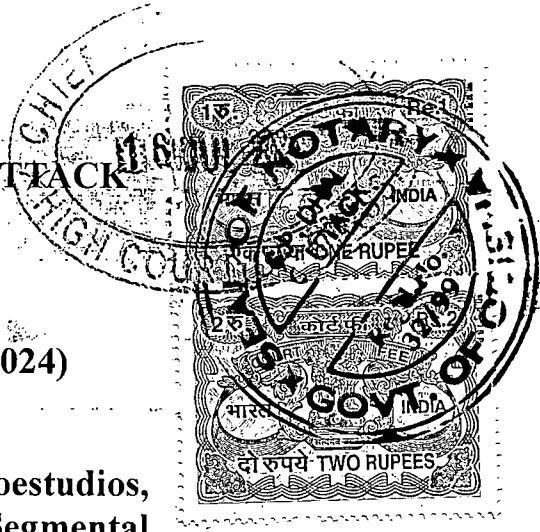
1. National Highways Authority of
India, Ministry of Road
Transport and Highways,
Government of India; and
2. Union of India, Ministry of Road
Transport and Highways.

... Opposite Parties

AFFIDAVIT

1. I, Sagar Mohanty, aged about 32 years, at present
residing at K-3, Ghatikia, Near Sum Ultimate
Hospital, Bhubaneswar - 751003;
2. Father's Name: Shri Rabindra Mohanty

2/1/24
Surendra Prasad Dha
Advocate
NOTARY, CUTTACK



*Am
Adv*

3. Number of proceedings pending in the High Court or would be instituted (caveat): Nil
4. Statement of Facts: As per averments in the Writ Petition.
5. The facts stated are true to the best of knowledge and belief of the deponent.

DECLARATION

I, Sagar Mohanty, aged about 32 years, at present residing at K-3, Ghatikia, Near Sum Ultimate Hospital, Bhubaneswar - 751003, being the deponent/ petitioner above named do hereby solemnly affirm that the facts stated in Paragraphs 1 to 6 are true to the best of my knowledge and Paragraphs 1 to 6 are true to the best of my information, which I obtained from my advocate, personal sources and official records.

I believe the information to be true for the following reasons: basing upon official records or information.

Solemnly declare at the above said this 16th day of July, 2024.

The above named Deponent
Solemnly affirm on 16th July 2024
Being Identified
by A. Mishra (Adv)
Advocate

Sagar Mohanty
DEPONENT



Surendra Kumar Mishra
Advocate
NOTARY, CUTTACK

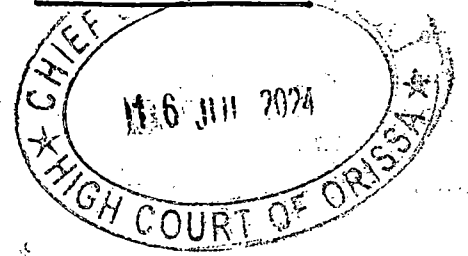
Solemnly affirmed before me by Sagar Mohanty who is identified before me by Adishree Mishra whom I personally know.

This 16th day of July,
2024.

Amishra
Advocate

Notary Public, Cuttack

107 noty
Surendra Prasad Dhal
Advocate
NOTARY, CUTTACK



IN THE HIGH COURT OF ORISSA, AT CUTTACK

W.P (C) No. 14993 of 2024

And

I.A. No. 7045 of 2024

***M/s TPF Getinsa Euroestudios S.L.
Bhadrak***

Petitioner

Ms. Adishree Mishra, Adv.

***National Highways Authority of
India, Jajpur and another***

Vs.

Opposite Parties

Mr. S.S. Kashyap, CGC

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE G. SATAPATHY

ORDER

02.07.2024

**Order No.
01.**

This matter is taken up through hybrid mode.

2. Heard Ms. Adishree Mishra, learned counsel appearing for the petitioner and Mr. S.S. Kashyap, learned Central Government Counsel appearing for the Union of India.
3. The petitioner has filed this writ petition challenging the order dated 11.01.2024 passed by the opposite party no.1 under Annexure-30, by which the petitioner has been debarred for a period of one year as per NHAI Policy Circular No.18.63/2021 dated 08.01.2021 and also imposed a penalty of Rs.20.00 lakhs.
4. Ms. Adishree Mishra, learned counsel appearing for the petitioner vehemently contended that while issuing the order dated 11.01.2024, the basis on which the order of debarment was passed, i.e., NHAI Policy Circular No.18.63/2021 dated 08.01.2021, was not made available. Rather, the said policy was superseded vide Policy Circular No.16.12/2022 dated 18th January, 2022. Therefore, the penalty imposed on a non-existent circular cannot be sustained in the eye of law. Apart from the same, though notice



of show cause was issued, it is a mere formality and, as such, no observation was made whether on the basis of such show cause notice the penalty can be imposed on the petitioner. Therefore, on the basis of an incomplete show cause notice since the penalty has been imposed, the order impugned cannot be sustained in the eye of law.

5. Issue notice to the opposite parties in the main case as well as in the interlocutory application.

6. Since Mr. S.S. Kashyap, learned Central Government Counsel has already entered appearance on behalf of opposite party no.2-Union of India, one extra copy of the writ petition be served on him within three working days enabling him to obtain instructions or file counter affidavit.

6. Steps for service of notice on the opposite party no.1 by speed post be taken within three working days. Office shall send notice to the said opposite party fixing an early returnable date.

(DR. B.R. SARANGI)
JUDGE

Ashok

(G. SATAPATHY)
JUDGE

Signature Not Verified

Digitally Signed
Signed by: ASHOK KUMAR JAGADEB MOHAPATRA
Designation: Secretary
Reason: Authentication
Location: HIGH COURT OF ORISSA
Date: 03-Jul-2024 13:16:17



DRCT)
List this matter
on 10/12/2024

BEFORE THE HON'BLE HIGH COURT OF ORISSA, CUTTACK

MEMO FOR URGENT LISTING

DB-2
S-115

1. Number of the Case: W.P.(C) No. 14993 of 2024

2. Names of the Parties:

M/s. TPF GETINSA EUROSTUDIOS, SL IN ASSOCIATION WITH SEGMENTAL
CONSULTING & INFRASTRUCTURE ADVISORY (P) LTD. ...PETITIONER

Vs.

NATIONAL HIGHWAYS AUTHORITY OF INDIA (NHAI) & ANR.

...OPPOSITE PARTIES

3. Party Seeking Position: PETITIONER

4. Name of the Advocate of the Party Seeking Position: MS. ADISHREE MISHRA

5. Reason for Urgency:

THE PETITIONER HAS FILED THE PRESENT WRIT PETITION BEFORE THIS HON'BLE COURT CHALLENGING THE ORDER OF DEBARMENT/ BLACKLISTING DATED 11.01.2024 ISSUED BY THE OPPOSITE PARTY NO. 1 PURSUANT TO WHICH THE PETITIONER HAS BEEN DEBARRED BY THE OPPOSITE PARTY NO. 1 FOR A PERIOD OF 1 YEAR FROM PARTICIPATING IN FUTURE PROJECTS OF NHAI OR ITS EXISTING AGENCIES, EITHER DIRECTLY OR INDIRECTLY AND HAS BEEN IMPOSED WITH A PENALTY OF INR 20,00,000/-. SUCH DEBARMENT/ BLACKLISTING HAS BEEN DONE ON THE BASIS OF AN INVALID POLICY CIRCULAR OF THE OPPOSITE PARTY NO. 1 AND WITHOUT FOLLOWING THE PRINCIPLES OF NATURAL JUSTICE AND WITHOUT ADHERING TO THE TERMS OF THE AGREEMENT. THE PETITIONER HAS BEEN SUFFERING FROM SEVERE BUSINESS LOSS AND IS IN FINANCIAL DISTRESS DUE TO SUCH DEBARMENT/ BLACKLISTING. HENCE, THE MATTER MAY KINDLY BE TAKEN UP URGENTLY FOR HEARING AS IT HAS CAUSED SERIOUS GRIEVANCES AND PREJUDICE TO THE PETITIONER, INCLUDING CIVIL DEATH.

6. Date on which posting is sought: 9/12/24

7. Any caveat is filed: NO

Place: Cuttack

Date: 5/12/24

Adishree

Adishree
ADVOCATE

MS. ADISHREE MISHRA
ENRL NO. - D/4047/2015
MOB - 9438088743