TENDER DOCUMENT

e-TENDER No: ERO/CON/DMF/1151

Tender for Survey, Soil Investigation & Design Engineering Consultancy services for the Project of "Construction, Upgradation, Widening & Strengthening of various road and bridge works in the Kutra Block of Sundargarh district, Odisha under DMF Scheme".

VOLUME - II

Additional Conditions of Contract (ACC), Agreement for Consultancy Services and List of Roads at Kutra Block

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
9th floor, 50, Chowringhee Road,
Kolkata - 700 071
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ADDITIONAL CONDITIONS OF CONTRACT (ACC)

The Additional Conditions of Contract (ACC) are to be read in conjunction with the clauses/conditions of the tender documents and in case of any differences with conditions provided elsewhere, provision of the ACC shall take precedence.

1. **Price Basis**

Bidder has to quote rates as Percentage (%) on project cost indicated in the NIT. The cost quoted by the bidder shall be inclusive of GST and all other taxes, duties, cess and cost of the services as required under the scope of work and agreement clauses of the contract. The rates quoted by the bidder shall include all their expenditures, water, electricity, transportation, Loading/Unloading, Labour, Tools, Materials etc. whatsoever and nothing extra shall be paid to them unless mentioned specifically elsewhere in the tender document. The Rate shall remain firm throughout the contract period and no revision will be allowed.

2. **Variation/Reduction/Change in Scope**

Though the tendering process is undertaken to select associate consultant for the Scope & Locations of the works mentioned in the NIT documents, the services of associate consultant may be utilized by EPI at its discretion whenever required in case of allotment of works by Client at other locations of Odisha. Associate consultant shall have to render their services as per requirement of EPI where all other terms and conditions of the contract and fees shall remain unchanged.

The quantity variation limit shall be $\pm$ 100% (Plus/Minus One Hundred Percent) of the tentative length of the road as mentioned in the “Tentative List of Roads”.

In case of deletion of any work from scope even after submission/approval of DPR where no execution is taken up, the Associate Consultant shall not be entitled for any payment. No Compensation in this regard shall be paid by EPI to the Associate consultant towards his site visits, survey, Soil testing, Design Engineering or any other cost whatsoever unless any compensation is paid by client for such deleted works. In case any compensation is paid by client for deletion of works after substantial completion of Survey, Soil Testing, Design Engineering etc., EPI shall consider release of payment to the associate consultant towards his services as per the stage wise payment break-up schedule provided the amount is received by EPI from client.
In case of partially completed works, if any, the associate consultant will be entitled for payment of his consultancy fees on final value of such partially work accepted by client and actual payment is released by client.

3. **Taxes & Duties**

The rates quoted by bidder shall be inclusive of GST and all taxes, duties & Cess etc. Payment shall be released to the associate contractor as per the terms of the contract documents against submission of GST invoice and all other required documents as mentioned in the contract documents. All statutory deductions shall be made as per norms. Incase of any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the last date of Bid submission or afterwards, the Associate Consultant shall pass on the benefit to EPIL immediately, failing which EPIL shall have the right to recover the differential amount from the amounts due to the Associate Consultant. Further in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid /reimbursed to the Associate Consultant, subject to the condition that the client reimburses the said increased taxes to EPIL.

4. **Milestones and Delivery Schedules**

The Associate consultant has to deliver the works as per following timeframe.

<table>
<thead>
<tr>
<th>SL No</th>
<th>Milestones</th>
<th>Time Frame (Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and Field Survey</td>
<td>Within 10 Days of issue of Letter of Intent (LOI)</td>
</tr>
<tr>
<td>2</td>
<td>Submission of DPR and Cost Estimate for approval.</td>
<td>Within 45 Days from Issue of LOI.</td>
</tr>
<tr>
<td>3</td>
<td>Preparation &amp; submission of Tender Documents including tender drawings, Estimate, Specifications etc. for tendering of selection of execution contractor.</td>
<td>Within 7 Days of Approval of DPR</td>
</tr>
<tr>
<td>4</td>
<td>Preparation &amp; submission of Detail working drawings, Bill of quantities, technical specifications, special terms and conditions etc. for Road and allied works.</td>
<td>Within 15 days of approval of DPR.</td>
</tr>
<tr>
<td>5</td>
<td>Submission of As Built drawing on completion of the construction work.</td>
<td>Within 30 Days of Completion of construction works.</td>
</tr>
</tbody>
</table>

The completion period given in the tender documents is the period of consultancy services including project completion and the schedule period of completion for the consultancy.

**Signature of Bidder** 4 **Signature of EPI**
services will depend upon the actual completion/handing over of the completed project work to client plus defect liability/maintenance period.

The Associate consultant shall strictly adhere to the timeframe mentioned in the above table, failing which action shall be taken as per terms of agreement for delay on part of the associate consultant, provided the delay is attributable to the associate consultant.

Bidders must take note that, the roads may be taken up individually, in groups or in phases, for which Consultancy services will be required commensurate with the project requirement. Incase of delay due to clearances, approvals, construction of any or all the road projects, EPI shall consider only time extension to the associate consultant and under any circumstances, no compensation or price revision will be allowed to the associate consultant.

5. Minimum Technical Person to be deployed by Associate Consultant

The associate consultant has to depute following minimum technical manpower for the project work for Design and Estimation phase. In case of failure on part of Associate Consultant to depute the minimum Technical Manpower, recoveries will be made from Associate Consultant as mentioned against each category:-

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Category</th>
<th>Minimum Person to be deputed</th>
<th>Recovery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Road Design Engineer (Master Degree in Civil/Highway Engineering 10+ years experience)</td>
<td>1 (One)</td>
<td>Rs.5000.00 Per Day</td>
</tr>
<tr>
<td>2</td>
<td>Structural Design Engineer (Master Degree in Structural Engineering 5+ years experience)</td>
<td>1 (One)</td>
<td>Rs. 3000.00 Per Day</td>
</tr>
<tr>
<td>3</td>
<td>Draftsman</td>
<td>2 (Two)</td>
<td>Rs. 1500.00 Per Day</td>
</tr>
<tr>
<td>4</td>
<td>Surveyor with Total Station &amp; Helper</td>
<td>4 (Four)</td>
<td>Rs. 3000.00 Per Day Per Group</td>
</tr>
<tr>
<td>5</td>
<td>Soil Investigation Group</td>
<td>4 (Four)</td>
<td>Rs. 3000.00 Per Day Per Group</td>
</tr>
</tbody>
</table>

The complete CV of the above personnel will have to be submitted within seven (07) days of the issue of LOI.
 AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at Kolkata on the…………………. day of …………. 2020 between Engineering Projects (India) Limited (EPI), having its Eastern Regional Office at 9th Floor, 50 Chowringhee Road, Kolkata-71 (hereinafter referred to as "EPI" which expression shall include its successor and assigns) of one part and M/s……………………..a firm having its office at ……………………………….. (herein after called the 'Associate Consultant') which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, executors, administrators and assigns of the other part.

WHEREAS, EPI has been appointed as Project Management Consultant by District Collector and Magistrate, Sundergarh District, Odisha, (herein after called 'Client') for Construction, Upgradation, Widening & Strengthening of various roads in the Sundargarh district, Odisha under DMF Scheme (hereinafter referred to as the 'Project').

Now, therefore, this agreement witnesses that the said M/s.………………………….., are hereby appointed as associate consultant for rendering consultancy services to EPI for the aforesaid project on the terms and conditions hereinafter mentioned.

Now this agreement witness as under:

2.0.0 Scope of Work

In consideration of the fees hereby agreed to be paid to Associate Consultant, the Associate Consultant shall faithfully, expeditiously, economically and honestly perform the following service:

2.1.0 Undertaking site visits to collect details/data/information such as traffic survey, etc. required for planning purpose, holding necessary discussion with the Client and EPI and obtaining requirements of project and attending meetings at site of work or EPI’s Office/ Client’s Office as and when required by EPI.

2.1.1 To take up Survey, Soil Investigation works, preparation of alignments/layouts and quantity survey and soil/sub strata tests required for preparation of DPR with Detailed Design, Drawing, Estimate for each and every road and its allied works including culverts/bridges (Minor/Major)/Protection Works, etc. following current SOR Odisha and Market Rate (for items not available in SOR, Odisha) and the specifications of MoRD.

2.1.2 Preparation and submission of “Detailed Project Report”, based on requirement of project and interaction with EPI/Client and submission of “cost estimates” indicating specifications to be adopted for the roads / structures / cross drainage /services / equipment facilities etc. and getting necessary approval from client and statutory bodies wherever required.
2.1.3 Collection of all data and preparation of Environment Impact Assessment Report and getting EIA / Forest clearance of the project from concerned authorities of state and Central Government as required.

2.1.4 Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all road furniture, signals, signboards, diversions, rehabilitation plans, demolition plan, safety plans etc. to be adopted for construction and release at site including getting necessary approvals from client.

2.1.5 Preparation and submission of detailed sectional, plans, layouts, structural designs, drawings, fabrication and erection drawings and detailed bar bending schedule (if required by EPI field units/ client) based on approved drawings for various cross-drainage structures i.e. culverts, major/minor bridges etc. complete, suitable for construction and release to site including getting approvals from client wherever required.

2.1.6 Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates for all works covered under clauses 2.1.2 to 2.1.5 including issue of adequate number of tender drawings. The Associate Consultant will provide market rate justification of each item of bill of quantity on the pattern of Odisha PWD/ market rate analysis / as per EPI’s requirement at the time of invitation of tender by EPI. In case EPI decides to implement the work in Packages or Phases, the Associate Consultant shall be bound to provide all Drawings, Estimates or whatever services in his scope according to the Packages/Phases decided by EPI.

2.1.7 Carrying out all modifications/ deletions/ additions/ alteration in design/ drawings/ documents as required by client and EPI for proper execution of works at site till completion and handing over of the project to the client.

2.1.8 Visit site for sorting out issues and necessary clarification at site including preparation of additional drawings and details for proper execution of work at site, if required.

2.1.9 Preparation and submission of completion reports, completion drawings and documents for the projects as required and acceptable to client including getting necessary completion certificates, from statutory bodies.

2.1.10 Milestones:

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Signature of EPI
3. Preparation & submission of Tender Documents including tender drawings, Estimate, Specifications etc. for tendering of selection of execution contractor. Within 7 Days of Approval of DPR

4. Preparation & submission of Detail working drawings, Bill of quantities, technical specifications, special terms and conditions etc. for Road and allied works. Within 15 days of approval of DPR.

5. Submission of As Built drawing on completion of the construction work. Within 30 Days of Completion of construction works.

3.0.0 Payment of Consultancy Fees:

For the consultancy Services as per scope:
xx.xx% ( ****************** Percent only) of the cost estimate as per DPR (towards construction and maintenance cost excluding GST and other charges) submitted by the Associate Consultant approved by the end user i.e. Collector & District Magistrate, Sundergarh, Odisha or tendered cost of the construction of the Road or completion cost of the works, whichever is lower, (Completion cost of works shall mean the construction cost only without GST and Labour Cess.)

4.0.0 Mode of Payment: On completion of work under clause;

4.1.1 2.1.0 to 2.1.5 - 50% of total consultancy fee will be paid after obtaining the approval for the submitted DPR from the client.

4.1.2 2.1.6 - 25% of total consultancy fee will be paid after awarding of the tender for the construction of the work.

4.1.3 2.1.7 to 2.1.9 - 25% of total consultancy fee will be paid after completion of the project and subsequent handover of the project to the client.

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- 100%
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EPI shall release running payments on pro-rata basis for various stages depending upon extent of their completion and decision of EPI in this regard shall be final.

5.0.0 TERMS AND CONDITIONS

5.1.1 The Associate Consultant shall furnish performance guarantee on the proforma of EPI from a scheduled / nationalized bank to the extent of 5% of the value of total consultancy fees of Associate Consultant within 7 days of the signing of this Agreement. This bank guarantee shall remain valid till execution of work and

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handing over of all works of the project to the client by EPI. In case Associate Consultant does not provide performance bank guarantee, an amount of 5% of the value of total consultancy fees shall be deducted from initial payments for various stages @ of 50% of due payment till total deduction on this account reaches 5% of total value of consultancy fees.

5.1.2 5% of the fees payable to Associate Consultant shall be retained from the Running bills as 'Retention Money' in addition to the performance guarantee and the performance guarantee shall be released after completion of the project and retention money after the defect liability to the Associate Consultant.

5.1.3 No Advance is Payable to the Associate Consultant.

5.1.4 Payment of running bills shall be made to the Associate Consultant based on the contract value at which work is awarded by EPI to contractor or approved estimated cost (excluding EPI's agency charges, GST, contingencies), whichever is lower. The present estimated cost is Rs.36.00 Crore (Rupees Thirty Six Crore only).

Notwithstanding what is stated in para 3.0.0 and 4.0.0 above, the payment of fees to the Associate Consultant shall be released only after the financial sanction of project is received by EPI from client and money released by the client to EPI against this project. No fees or expenses shall be payable to the Associate Consultant in case work is not awarded to EPI by client due to any reason whatsoever. The Associate Consultant shall have no claim on EPI in case release of money is delayed by client or project is not sanctioned to EPI and/or payment is not released by client.

5.1.5 The final fees payable to the consultant shall be determined on the basis given in para 3.0.0 and difference, if any, in the fees payable and already paid at various stages shall be adjusted at the last stage of the payment given under para / clause 4.0.0 or on receipt of approval from client / instruction whichever is earlier.

5.1.6 The Associate Consultant undertakes to design, redesign, modify and make changes in the design, drawings, details, vetting of shop drawings etc., any number of times, till they are finally approved by EPI, Proof Consultant and client and as required for completion, trial run, defect liability period and handing over of the project to client, within the fees agreed by the Associate Consultant in para 3.0.0 and nothing extra shall be payable to Associate Consultant in this regard.

5.1.7 PAYMENT TOWARDS VISITS

All expenses for visits performed by the Associate Consultant in connection with planning, designing, detailing, obtaining approval from client/ EPI/ Statutory bodies till the stage of approval of “Good for Construction drawings” and additional 10 (Ten) visits to project sites and/or Client’s office during construction and
completion stage of work are included in the fees of Associate Consultant mentioned in Para 3.0.0 and nothing extra beyond the agreed fees is payable among to them.

However, for any visit beyond 10 visits as above to Project Site/Client Office, if required by EPI (for which necessary permission shall be given in writing) during the execution of the project, the Associate Consultant shall be reimbursed by EPI (over and above the consultancy fees) at the rates given below:

a) For Proprietor, Directors, Sr. Architects and Sr. Structural Engineers or other equivalent officers of this cadre of consultant, actual economy class airfare / 2nd AC Train/taxi fare plus Rs. 3000.00 (Rupees Three Thousand only) per day for the duration of stay (to cover expenses on boarding, loading and other incidental expenses).

b) FOR JUNIOR STAFF

Actual 2nd AC rail fare or bus fare plus Rs. 1500.00 (Rupees One thousand five hundred only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses).

All visits of Associate Consultant shall be with prior written approval of EPI.

5.1.8 The Associate Consultant shall prepare necessary models & walk through presentation, if required, in connection with approvals of scheme prepared by them from client / statutory bodies etc. The cost of model is not included in fees mentioned in para 3.0.0 and shall be paid extra by EPI at actual.

5.1.9 If at any time after award / start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, EPI shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

5.1.10 The Associate Consultant shall supply free of charge to EPI, the following documents:

I. Six numbers of copies of project report referred in clause 2.1.2
II. Six sets of preliminary drawings, measurement sheets and estimates to be submitted to client.
III. Six sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications / revisions, if any.
IV. Six sets of each of all working drawings for Architectural, Structural, Fabrication, Erection and all services and works (good for construction
drawings), based on the approved drawings including supply of drawings incorporating modifications / revision, if any.

V. Six sets of detailed estimates and rate analysis of all works.

VI. Adequate number of subject to minimum 12 numbers of tender documents and drawings.

VII. Adequate number of additional design, drawings and other documents needed for proper execution of works.

VIII. Six sets of completion drawings and detailed documents.

In addition, associate consultant shall give two soft copies of all above documents for client / EPI's reference and record.

5.1.11 The Associate Consultant will be required to give a "Time Schedule" in consultation with EPI for timely completion of consultancy works within two weeks of issuance of LOI and this time schedule shall be deemed to form part of this agreement. The consultant shall complete the said works within this agreed time schedule. No extension of time for completing the same shall be made owing to any variations made in the works by the orders of the client, unless the client in consequences of such variations extends the time allowed to EPI for the completion of the works, in which case EPI may extend the time for completion under this agreement for a period not greater than the time allowed to EPI for the completion of the whole works.

5.1.12 All design and drawing shall be the property of EPI and the name & LOGO of EPI shall be predominantly displayed on all the drawings and documents as "Prime Consultant". The originals of approved completion drawings shall be on good quality reproducible on tracing paper. The proprietary rights of design shall remain with EPI. On demand, Associate consultant will provide all drawings, Survey Maps in editable Auto CAD format of EPI's desired version.

5.1.13 The Associate Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on latest Schedules of Rates of Odisha, Ministry of Rural Development (MoRD) Specification, latest IS codes of practices, legislation, other relevant bye-lays and good engineering practices. The Associate Consultant shall guarantee the structural stability and performance of all the structures, conveyances system and services after completion. The bill of quantities and specifications shall be as per latest Schedules of Rates of Odisha, Ministry of Rural Development (MoRD) Specification, latest IS codes of practices and as desired by EPI and / or client.

5.1.14 The Consultant will give undertaking that all drawings, design, specifications, plans, estimates and other document will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The Associate Consultant will work out economic design and adopt specification so as to ensure that the estimates approved by client at initial stages are not exceeded on
completion of work. At any stage during the progress of execution of the work, if any defect is noticed in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to EPI fresh designs / drawings / specifications / estimates and other documents within a period of the seven days from the date of notice issued by EPI in this regard. The consultant shall also indemnify EPI for losses due to such defective drawings / designs / specifications / estimates / other documents supplied by the consultant subject to a maximum of the consultancy fees.

5.1.15 The Associate Consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based in details / drawings given by the Associate Consultant, should not exceed by 3% (three percent) of the quantities / cost given by him at preliminary project report stage on the basis of which the project cost is approved by the client. In case EPI has to incur extra expenses due to execution of extra quantities / additional work (not paid by client) to complete the project, the same shall be recovered from the Associate Consultant up to the extent of maximum 15% (fifteen percent) of total consultancy fees. Further, no bonus shall be payable to the Associated Consultant in case of saving in executed quantities as compared to quantities given at pre award stage. However, the above guarantee by Associated Consultant on quantity variation of 3% is on the undertaking that basic parameters as considered by Associate Consultant during the preliminary project report stage remain unchanged. In case there is a major change in basic parameters, which could affect the quantities, the Associate Consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the sanction stage. Final decision in this matter will be taken as per discussions between EPI and Associate Consultants in this regard and same is deemed to be included within the fee agreed by Associate Consultant in para 3.0.0.

5.1.16 While providing consultancy services, the Associate Consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences / any actions due to any such infringement. Associate Consultant shall keep EPI indemnified all the times and shall bear the losses suffered by EPI in this regard.

5.1.17 The statutory deduction of income tax or other taxes / dues shall be made from the payment released to Associate Consultant from time to time and same is deemed to be included in the Associate Consultants fees and nothing extra shall be payable to associate Consultant in this regard.

5.1.18 The Associate Consultant shall get all the structural design checked & vetted from reputed technical Institute viz. any NITs, IITs or institute of national repute before issuing the structural drawing for execution. All costs related to checking/vetting shall be borne by the Associate Consultant and is deemed to be included in the fees mentioned in para 3.0.0. However, the checking of design and drawings of
the Associate Consultant by technical institutes as above shall not absolve the responsibility of the Associate Consultant.

5.1.19 The agreement may be terminated at any time by EPI upon one month's notice in writing being given to Associate Consultant, if the Associate Consultant's work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of Associate Consultant's work not being satisfactory, EPI will get the work done at the risk and cost of the consultant.

6.0.0 PENALTY

In case of the Associate Consultant fails to complete the work within the contract period or extended period mentioned in clause 5.1.11 above owing to reasons attributable to Associate Consultant, liquidated damages @ 1% per week of the total fees subject to as maximum of 10% of the total fees payable shall be levied on the Associate Consultant. EPI shall be entitled to deduct such damages from the dues that may be payable to the Associate Consultant.

7.0.0 FORCE MAJEURE CLAUSE

EPI will not be responsible for any delay / stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. and losses suffered, if any, by the consultant on this account. EPI shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by EPI to the Associate Consultant.

8.0.0 PROFESSIONAL LIABILITY INSURANCE

The Consultant shall provide to EPI/Client Professional Liability Insurance (PLI) for a period of five years beyond completion of consultancy services or as per applicable Law, whichever is higher.

8.0.1 The consultant will maintain at its expense PLI 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 payment 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.

8.0.2 The policy should be issued only from an Insurance company operating in India.

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

Signature of Bidder  13  Signature of EPI
8.0.4 If the consultant enters into an agreement with EPI/Client in a joint venture or ‘in association’, the policy must be procured and provided to EPI/Client by the joint venture/in association entity and not by the individual partners of the joint venture/association.

8.0.5 The contract may include a provision thereby the Consultant does not cancel the policy midterm without the consent of EPI/client. The insurance company may provide an undertaking in this regards.

9.0.0 ARBITRATION

Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the parties shall adopt the following procedure for arbitration:

9.0.1 Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising During the progress of the work or after the completion of abandonment there shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMO) Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached to appointment as Arbitrator shall disclose in writing, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2016 as follows:

i) such as the existence either direct or indirect of any past or present relationship with or interest in any of the parties or in relation to the subject. Matter in dispute whether financial, business, professional or other kind. Which is likely to give rise to justifiable doubts as to his independence or impartiality, and

ii) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months. The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

9.0.2 If the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in

Signature of Bidder

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Signature of EPI
his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

9.0.3 It is a term of the contract that the party invoking the arbitration shall specify the dispute / differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

9.0.4 The Arbitrator may proceed with the arbitration ex-parte, if either party in spite of a notice from the arbitrator, fails to take part in the proceedings.

9.0.5 The work under the contract shall continue as directed by the Engineer-In Charge, during the arbitration proceedings.

9.0.6 Unless otherwise agreed, the venue of arbitration proceedings shall be at the venue given in the 'Memorandum' to the 'Form of Tender'.

9.0.7 The award of the Arbitrator shall be final, conclusive and binding on both the parties.

9.0.8 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings and Arbitrator shall publish his Award accordingly.

Note: Not withstanding anything contained herein above, this clause shall not be applicable where the dispute is between EPI and another Public Sector Enterprise or Govt. Department for which a separate Arbitration Clause is provided vide Clause No. A given below.

A. ARBITRATION BETWEEN PUBLIC SECTOR ENTERPRISES INTER SE GOVERNMENT DEPARTMENTS.

1. In the event of any dispute of difference relating to the interpretation and application of the provisions of the contracts, such dispute or differences shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 and the Arbitration and Conciliation Act, 2015 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law-Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law-Secretary, whose decision shall bind the Parties finally and conclusively. The Parties
to the dispute will share equally the cost of arbitration as intimated by the
Arbitrator.

2. Subject to any amendment that may be carried out by the Government of India
from time to time the procedure to be followed in arbitration shall be as is
contained in F. No. 4(1/2013-DPE(PMA)/FTS-1835 Dated: 11/04/2017 of
Department of Public Enterprises, Ministry of Heavy Industries & Public
Enterprises or any modification issued in this regard.

10. Jurisdiction

This agreement will be deemed to have been executed at Kolkata and courts in Kolkata
alone will have the jurisdiction to entertain any matter arising out of this agreement.

In witness whereof this agreement has been executed between the parties here to by
their authorized officers in duplicate the day and the year first above written.

For and on behalf of For and on behalf of
M/s M/s Engineering Projects (India) Ltd.

Witness Witness

1. 1.
2. 2.
## TENTATIVE LIST OF ROADS AT KUTRA BLOCK

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Road</th>
<th>G.P.</th>
<th>Village</th>
<th>Distance (in Km)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Road to Putnatoly</td>
<td>Nuagaon</td>
<td>Rangamati</td>
<td>2.50</td>
</tr>
<tr>
<td>2</td>
<td>Road to Bhursuli</td>
<td>Nuagaon</td>
<td>Rangamati</td>
<td>2.50</td>
</tr>
<tr>
<td>3</td>
<td>Road to Majhi Pada</td>
<td>Nuagaon</td>
<td>Churichaka</td>
<td>2.50</td>
</tr>
<tr>
<td>4</td>
<td>Road to Upper Pada</td>
<td>Nuagaon</td>
<td>Rangamati</td>
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</tr>
<tr>
<td>5</td>
<td>PWD Road to Bhadrapada</td>
<td>Khatkurbahal</td>
<td>Falsakani</td>
<td>1.80</td>
</tr>
<tr>
<td>6</td>
<td>PWD Road to Sohantoli</td>
<td>Khatkurbahal</td>
<td>Falsakani</td>
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</tr>
<tr>
<td>7</td>
<td>PWD Road to Chhatiantoli</td>
<td>Khatkurbahal</td>
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<tr>
<td>8</td>
<td>Laxmiposh to Kisanpada</td>
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<tr>
<td>9</td>
<td>Bheludihi to Telipada</td>
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<td>Bheluadihi</td>
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<td>Kutra</td>
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<td>11</td>
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<td>Khatkurbahal</td>
<td>Sargitoli</td>
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<tr>
<td>12</td>
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<td>Katang</td>
<td>Lanjiberna</td>
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<td>13</td>
<td>Pelkapada to Lanjiberna</td>
<td>Katang</td>
<td>Lanjiberna</td>
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<tr>
<td>14</td>
<td>Jangalpada to Turipada</td>
<td>Katang</td>
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<td>15</td>
<td>Tumcura to Jojapada via Kansibahal</td>
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<tr>
<td>16</td>
<td>Kandhapada to Titelpada</td>
<td>Jharbeda</td>
<td>Kandhapada</td>
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<tr>
<td>17</td>
<td>SH10 To Girjapada via Malupada</td>
<td>Tumcura</td>
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<td>Malupada to Automunda</td>
<td>Tumcura</td>
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<tr>
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<td>23</td>
<td>SH10 Ranchi Road to Malupada</td>
<td>Katang</td>
<td>Gomardihi</td>
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