

Environmental and Social Due Diligence Report

Project Number: 47083-004
September 2021

INDIA: Accelerating Infrastructure Investment Facility in India – Tranche 3

Ashoka Ankleshwar Manubar Expressway Private Limited (Part 18 of 24)

Prepared by India Infrastructure Finance Company Limited for the India Infrastructure Finance Company Limited and the Asian Development Bank.

This environmental and social due diligence report is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.

ARTICLE 8

8 THE EPC CONTRACTOR

8.1 General Obligations

8.1.1 Subject to and in accordance with the terms and conditions of this Agreement, the EPC Contractor shall to the satisfaction of the Project Company, with due care and diligence, design and Execute the Works as is required under the Project Requirements and carry out its other obligations under and/or in relation to or reasonably to be inferred from the Agreement and provide all personnel and labour, including the supervision thereof, materials, offices, workshops, tools, machinery, equipment and all other resources and things, whether of a temporary or permanent nature, required in or for such design and Execution and for carrying out such obligations.

The EPC Contractor acknowledges that prior to the execution of this Agreement, the EPC Contractor has, after a complete and careful due diligence/examination, made an independent evaluation of all the requirements, including but not limited to the Specifications and Standards, Site and has determined to the EPC Contractor's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the EPC Contractor in the course of performance of its obligations hereunder.

The EPC Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Project Company shall not be liable for the same in any manner whatsoever to the EPC Contractor

8.1.2 The EPC Contractor shall assume full responsibility for the proper and timely design and Execution of the Works in accordance with this Agreement.

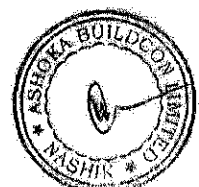
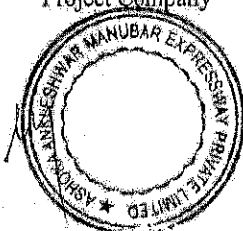
8.1.3 No change in the composition of the EPC Contractor, which would affect the performance of the obligations of the EPC Contractor under this Agreement, shall be permitted without the prior written consent of the Project Company.

8.1.4 The EPC Contractor will confirm on Notice to Proceed that it has satisfied itself that the Project clearances have been procured by the AUTHORITY/Project Company as per applicable Laws. The EPC Contractor shall be responsible for itself and all consultants, subcontractors and suppliers for ensuring full compliance with the terms and conditions subject to which these clearances have been issued.

8.1.5 The EPC Contractor shall obtain and maintain with the reasonable assistance of the Project Company, all Applicable Permits related to construction in such sequence as is consistent with the

Project Company

EPC Contractor



Project Requirements and any Applicable Law, for the time being in force, and be in compliance thereof, at all times during the term of this agreement.

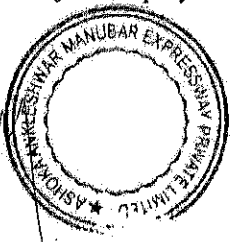
8.1.6 Perform the works as per the Project Requirements in an effective and safe manner so as to comply with all Applicable Laws, Applicable Permits and the Safety and Environmental Management Program and Environment Management Plan.

8.1.7 The EPC Contractor shall at its own cost and expense:

- a) investigate, study, design, construct and maintain (during the Construction Period) the Project in accordance with the Project Requirements;
- (b) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- (c) provide all necessary assistance to the Project Company as it may reasonably require for the performance of its duties and works;
- (d) coordinate its activities with the activities of contractors and suppliers employed or appointed by the Project Company;
- (e) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement;
- (f) make its own arrangements for construction materials and observe and fulfill the environmental, safety and other requirements under the Applicable Laws and Applicable Permits;
- (g) be responsible for quality, soundness, durability, any safety and the overall Project Requirements notwithstanding the appointment by it of any Subcontractors to design and Execute the Works;
- (h) ensure that their Site office & other Site establishments remains free from encroachments and take all steps necessary to remove encroachments at its cost, if any
- (i) afford access to the Project Site to the authorized Representatives of AUTHORITY, the Independent Engineer, Owner's Engineer, Project Company and any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project and to investigate any matter

Project Company

EPC Contractor



within their Authority upon reasonable notice, the EPC Contractor shall provide to such persons assistance reasonably required to carry out their respective duties and functions;

- (j) obtain at its costs and charges special or temporary right of access, occupation or use of any property that may be required by it in connection with implementation of the Project. The EPC Contractor shall also obtain at its cost such facilities as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.
- (k) payall taxes at source payable by himself or his employees, representatives, agents, on such part of his profit in respect of the Agreement as is chargeable therewith under the laws for the time being in force. The Contract Price shall be deemed to include for payment of all such taxes by the EPC Contractor. The EPC Contractor's employees shall be liable to pay Indian Income Tax in respect of their salaries and other emoluments as are chargeable therewith under the laws for the time being in force and the EPC Contractor shall perform such duties in regard to the deduction thereof as may be lawfully imposed on it by the Indian Government.
- (l) be responsible for making all arrangements for and paying all charges in connection with the supply of electricity and water and the disposal of sewage and other waste as may be necessary for the performance of its obligations under this Agreement up to the expiry of this Agreement or the Termination Date whichever is the earlier.

8.1.8 The EPC Contractor shall be fully responsible for the acts or omissions of all his employees, representatives, agents, workmen, suppliers, consultants, contractors and any other persons for whom he is contractually responsible for, as if such acts of omissions were his own.

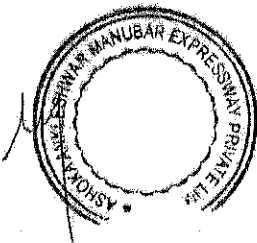
8.2 EPC Contractor's Representations

The EPC Contractor acknowledges that in entering into this Agreement, the Project Company is relying upon the skill, judgment and expertise of the EPC Contractor in the performance of the Services and represents and warrants to the Project Company that :

- 8.2.1 it possesses the requisite technical, financial and managerial expertise and capability to perform the works;
- 8.2.2 it shall perform the works using Good Industry Practice and accepted professional standards, codes of practice and regulations which are consistent with this Agreement.

Project Company

EPC Contractor



8.3 Fossils and Antiquities

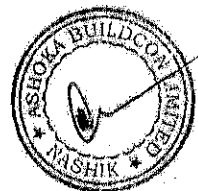
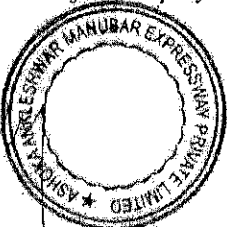
- 8.3.1 The EPC Contractor acknowledges that as between the Project Company and the EPC Contractor all fossils, antiquities, and other objects having artistic, historic or monetary value and human remains which may be found on or at the Project Site are or shall become deemed to be the absolute property of the AUTHORITY/appropriate Authority.
- 8.3.2 Upon the discovery of any such item during the course of the Works, the EPC Contractor shall:
- (a) immediately inform the Project Company of such discovery;
 - (b) take all steps not to disturb the object and, if necessary, cease any Works in so far as the carrying out of such Works would endanger the object or prevent or impede its excavation; and
 - (c) take all steps reasonably necessary to preserve the object in the same position and condition in which it was found.
- 8.3.3 Following receipt of notice from the EPC Contractor, the Project Company shall as soon as reasonably practicable issue an instruction to the EPC Contractor specifying what action the Project Company requires the EPC Contractor to take in relation to such discovery.
- 8.3.4 The EPC Contractor shall promptly and diligently comply with any instruction issued by the Project Company Engineer under Article 8.3.3 above.
- 8.3.5 If directed by the Project Company, the EPC Contractor shall allow Representatives of the Project Company and the AUTHORITY to enter the Project Site for the purposes of removal or disposal of such discovery provided that such entry shall be subject to the Project Company and the AUTHORITY complying with all relevant safety procedures and any reasonable directions with regard to site safety that may be issued by or on behalf of the EPC Contractor from time to time.

8.4 Project Operations and Methods of Construction

The EPC Contractor shall take full responsibility for the adequacy, stability and safety of all on-site and off-site operations and methods of manufacture, construction, transportation and installation, commissioning and testing and shall be fully responsible for the design of any parts of the Works prepared by itself or on behalf of the Project Company except in so far as it is expressly relieved of such responsibility pursuant to this Agreement.

Project Company

EPC Contractor



8.5 Indemnity

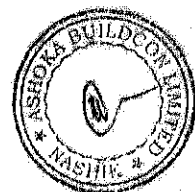
The EPC Contractor shall at all times save harmless and indemnify the Project Company from and against all claims, liabilities, expenses, costs and losses suffered or incurred by the Project Company which may arise out of or in connection with any defect or inadequacy of design, manufacture, workmanship or materials or failure to meet in any or all respects the requirements of the Agreement or the remedying thereof either by the EPC Contractor, or by others employed/engaged by the EPC Contractor.

The EPC Contractor shall at all times ensure that a suitable clause is existing in all Works related agreements between the EPC Contractor and any of its sub-contractors, which clearly and unequivocally brings out that there is no privity of contract whatsoever, between the subcontractor and the Project Company.

Notwithstanding anything contained to the contrary in this agreement, the EPC Contractor shall at all times save harmless and indemnify the Project Company from and against, all claims, liabilities, expenses, costs and losses, if any, suffered or incurred by the Project Company in relation to any claims lodged or otherwise availed by any of the EPC Contractor's subcontractor (if any) on or from the Project Company.

Project Company

EPC Contractor



ARTICLE 9

9 SUBCONTRACTTING

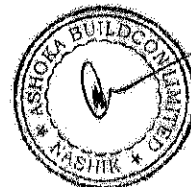
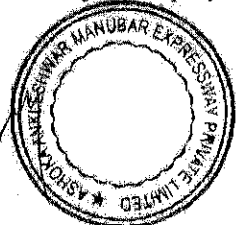
9.1 The EPC Contractor may, at its own option, sub-contract the whole or any part of works to any sub-contractor, if deemed necessary. Provided that subcontracts above Rs. 300 Crores with the intimation and approval from Project Company.

9.2 Indemnity against Claims by Subcontractors appointed by EPC Contractor

Nothing contained in the Agreement shall render the Project Company in any way liable to any Subcontractor or Supplier and the EPC Contractor shall indemnify and keep indemnified the Project Company against all and any liabilities to, and costs, claims and demands of whatsoever nature by any Subcontractor and/or any Supplier.

Project Company

EPC Contractor



ARTICLE 10

10. SUFFICIENCY OF CONTRACT PRICE

- 10.1 The Contract Price shall be Rs. 1326.00 crores (Rupees One Thousand Three Hundred and Twenty Six Crores only). The EPC Contractor shall be deemed to have satisfied themselves before entering into this Agreement as to correctness and sufficiency of the Contract Price to cover all their obligations under and in relation to this Agreement and all matters and things necessary for the proper design and Execution of the Works whether the same is expressly provided for in the Agreement or is to be reasonably inferred there from or necessarily incidental thereto. The Contract Price is a lump sum all inclusive fixed price and will not be adjusted on account of any variation in quantity and /or price, and includes any and all direct, indirect and ancillary charges and costs of whatsoever nature, all profit, license, royalty and the cost of all raw materials (including but not limited to Petrol Oil Lubricant, Bitumen) or spare parts, accessories, any other consumables materials and special tools to be provided hereunder and direct or indirect taxes (including but not limited to GST, Service Tax, VAT, Sales Tax on Works Contract, Excise Duty, Octroi Tax, Customs Duty, Withholding Tax, Sales Tax, Entry Tax etc), royalties on mining and materials used where royalty is payable, duties, tariffs, fees, penalties, levies, export insurance premiums, export license fees and any other Statutory taxes or levies or other charges relating to or arising out of this Agreement and the design and Execution of the Works, and expenditure related to construction, Supervision and Maintenance of ROBs, in case, if not applicable to AUTHORITY, the same will be borne by EPC Contractor, wherever applicable, and, in each case, all deductions and withholdings thereof. Project Company shall provide assistance to the EPC Contractor in availing any benefits on taxes/ duties etc. The EPC Contractor shall not carry out any variations in quantities or any such adjustments, save an except in the event of a change of scope carried in accordance with the terms of this Agreement.

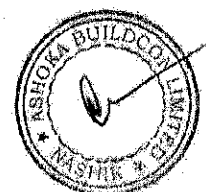
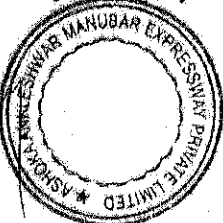
The EPC Contractor is bound to execute the work up to SCD 910 days from the Appointed date whichever is earlier, and Project Company agrees and acknowledges that any payments and/or any deductions due to the default of EPC Contractor made by AUTHORITY such as escalation/delay damages/claims of any nature etc. will be passed on 100% on a back to back basis to the EPC Contractor after making due adjustments for statutory deductions, taxes etc. Beyond the SCD, EPC Contractor will not be bound to execute the work, for portion where delays are not attributable to EPC Contractor. The EPC Contractor will execute the work for such a balance portion at revised price mutually agreed by both the Parties. If rates are not agreeable to the Parties, the prevailing MOST standard data book shall be referred and will binding on both the Parties.

- 10.2 The Project Company may withhold or deduct from the payment of any amount, otherwise payable to the EPC Contractor under this Agreement and pay on the EPC Contractor's behalf such Taxes and other sums, if any, as the Project Company may be required to withhold or deduct as provided under Applicable Law.

Project Company

Page 51 of 142

EPC Contractor



ARTICLE 11

11 PROJECT IMPLEMENTATION

11.1 Commencement of Execution of the Works

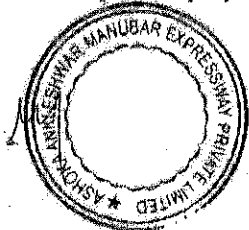
The EPC Contractor shall commence Execution of Works after Appointed Date as soon as possible but not later than 7 days after the Appointed Date or Notice to proceed whichever is later. Prior to the Execution of the Works and without prejudice to generality of the foregoing, and before construction activity the EPC Contractor shall have:

11.1.1 Prepared and obtained the approval thereto of the Project Company for:

- a. the implementation plan-detailed construction programme in an appropriate project planning software, eg., Primavera, MS Project or any other project planning software acceptable to the Project Company with the resources duly linked with the activities in line with Schedule H ("Implementation Plan");
- b. an construction management plan for the Project during the Construction Period ("**Construction Management Plan**") which shall inter alia, include:
 - (i) an environmental management plan pertaining to the construction activities of the Project. The EPC Contractor shall be responsible for any compliance with the environmental management plan pertaining to ROW and other report as envisaged by AUTHORITY / Project Company.
 - (ii) a traffic management plan;
 - (iii) a safety management program including an emergency response protocol;
 - (iv) maintenance plan for quarry & haulage road;
 - (v) Resource Plan (to include men, machinery and materials) duly linked with the detailed construction plan;
 - (vi) Utility shifting plan;
 - (vii) Maintenance plan for existing road / assets
 - (viii) QA / QC plan

Project Company

EPC Contractor



and shall ensure that the Implementation Plan and the Construction Management Plan comply with the Project Requirements. The EPC Contractor shall indemnify the Project Company against claims attributable to EPC Contractor with respect to local roads to quarries and other areas used by the EPC Contractor's vehicles during the Construction Period; and

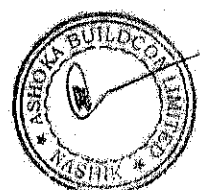
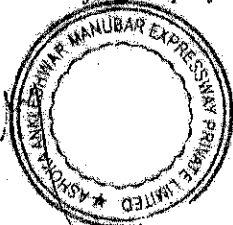
- 11.1.2 obtained all such Applicable Permits as are necessary for the construction to commence the Execution of the Works of the Project; and
- 11.1.3 commence engineering and pre-construction works such as Site Office establishment including provision for proper site office structure of Project Company with required and suitable approach road and landscape.
- 11.1.4 mobilised the requisite resources, equipment, personnel and organisation necessary for the same and designated and appointed suitable officers / Representatives as it may deem appropriate with responsibility to supervise implementation of the Project and for exchange of information with the Project Company and
- 11.1.5 finalised in consultation with the Project Company a method statement setting out details of the actual methods that would be adopted by the EPC Contractor for the Execution of the Works including details of equipment and machinery that would be used, their locations, and arrangements for conveying and handling materials; and machineries having age more than 5 years will necessitate specific approval for deployment.
- 11.1.6 finalised in consultation with the Project Company quality assurance and quality control & testing procedures to cover all aspects of the work so as to ensure the desired quality and this would include the establishment of a well-equipped functional laboratory.

11.2 Compliance with Project Requirements

The EPC Contractor shall ensure that the Works are executed in accordance with the Project Requirements and the Implementation Plan. The Implementation Plan shall be reviewed from time to time to update the priority/ sequence of Works with reference to the actual progress.

11.3 Review meetings

Detailed review meetings shall be conducted as notified by the Project Company at Project Site/ office of the Project Company, as notified before each review meeting. The periodicity of such review meetings shall be as decided by the Project Company and shall be modified with prior notice from the Project Company.



11.4 Progress Reports

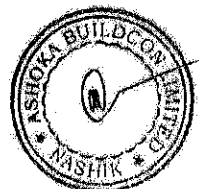
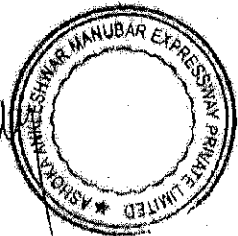
Construction progress reports shall be submitted to the Project Company by the EPC Contractor every Month. The same shall start from the Appointed Date.

Detailed Monthly Progress Reports (2 hard and 1 soft copy in CD) shall be submitted to the Project Company by the EPC Contractor by the 7th of every month for the previous month. The same shall include videography and photographs in high resolution to reflect the progress of major activities as required by the Project Company from time to time.

Project Company

Page 54 of 142

EPC Contractor



ARTICLE 12

12 EPC CONTRACTOR'S DESIGN RESPONSIBILITIES

12.1 EPC Contractor's Warranty

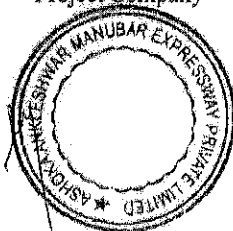
The EPC Contractor shall be deemed to have satisfied himself as to, and to adopt and accept responsibility for, the design contained in and reflected by the Concession Agreement and the Design Requirements as though such design had been carried out by his own employees. In particular, but without prejudice to the generality of the foregoing, the EPC Contractor hereby represents and warrants that: the said design is in all respects adequate and accurate; and there are no ambiguities, inaccuracies or inconsistencies within or between the documents forming this Agreement and the Concession Agreement; and the said design when developed by him will meet in all respects the requirements of this Agreement and the Concession Agreement; and the Works will be Executed in accordance with the Project Requirements.

The EPC Contractor further agrees and undertakes that the Design approvals shall be entirely the responsibility of EPC Contractor. Third party Proof checking, if found necessitated by the Authority/Independent Engineer/Project Company, will be done by the EPC Contractor, in line with the applicable Concession Agreement provisions. Project Company will provide all reasonable assistance in this regard. It is hereby further clarified that any delays for completion of the Works and/or any part thereof on account of any delay in receipt of the Design Approval shall not absolve the EPC Contractor from any liabilities / penalties under the terms hereof on account of delay in completion of the Project including Intermediate Milestones defined in the Concession Agreement.

12.2 EPC Contractor's Representations

In addition to any other Article contained in this Agreement, the EPC Contractor represents and warrants to the Project Company that: the Works will be designed and executed in accordance with Good Industry Practice, using proven systems and technology and accepted professional standards, codes of practice and regulations which are applicable at the date of signing the Concession Agreement and are reasonably foreseeable by a contractor as experienced as the EPC Contractor as to be likely to be applicable during the Execution of the Works and which are consistent with Project Requirements and the functional and other requirements of this Agreement, whether expressed or reasonably to be inferred there from, and it is fully experienced in the design, supply, transportation, delivery to site, construction, erection, installation and testing of projects of a similar scope, complexity, size, and technical sophistication as the Works and that it possesses the high level of skill and expertise commensurate with that experience which it will make available to the Project Company. In so doing the EPC Contractor recognizes and acknowledges that in entering into this Agreement the Project Company is relying upon the skill, judgment and expertise of the

Project Company



EPC Contractor



EPC Contractor in design and Execution of the Works and the co-ordination and planning thereof. Without prejudice to the generality of the foregoing, the EPC Contractor warrants that:

- (a) the personnel to be employed by the EPC Contractor in or about the design and Execution of the Works will be skilled, competent and experienced having regard to the nature and extent of the Works, and
- (b) it is adequately and properly financed to meet all the financial obligations which it may be required to assume under the Agreement, and
- (c) it shall perform its obligations under this Agreement in an expeditious manner and shall at all times provide such supervision, labour, construction materials and EPC Contractor Equipment of sufficient quantity and quality to maintain progress so as to achieve Completion of the Works by the Scheduled Completion Date, and
- (d) the Works when completed will, consistent with the use of the said expertise, experience, ability and skill, meet the intents and objectives of the Agreement and conform to the Project Requirements, and
- (e) the Project Highway and every part thereof will be complete in all parts, will be free from defects in design, materials and workmanship and will be in accordance with the Project Requirements, and
- (f) it has performed and shall continue to perform its obligations under this Agreement in accordance with all Applicable Laws from time to time in force and with all directions, orders, requirements and instructions whatsoever given by any Authority competent to do so under any Applicable Law.

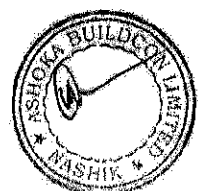
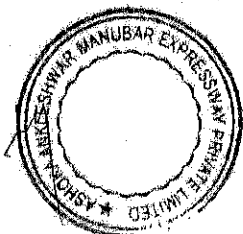
12.3 Preparation of Data

The EPC Contractor shall:

- (a) Submit to the Project Company with a copy for the Independent Engineer a copy of any modifications which it proposes to make to any Data made available by the Project Company.
- (b) submit alternate Data in respect of any item for which no Data is made available by the Project Company, for review by the Project Company and Independent Engineer.
- (c) prepare and submit to the Project Company for approval of the Independent Engineer, at times stated in the Project Requirements, such Data as may be called for in the Project Requirements or as may be required to enable the EPC Representative to Complete the design (including the detailed designs) and Execution of the Works, or as the Project Company may reasonably require

Project Company

EPC Contractor



for a full appreciation of the design and methods of Execution, maintenance and operation proposed.

12.4 Review of Data by Owner's Engineer/ Project Management Consultant's

Prior to submitting any Data to the Independent Engineer's review, the EPC Contractor shall have made Data available to the Owner's Engineer/ Project Management Consultant's with an allowance of 7 days to permit their review and comment. Before submitting such Data to the Project Representative pursuant to Article 12.3, the EPC Contractor shall have due regard to any representation made by the Owner's Engineer/ Project Management Consultant's in relation to such Data.

12.5 Approval or rejection of Data

Except as otherwise provided in the Project Requirements, if, before signifying its approval thereto, the Independent Engineer considers any change or modification is necessary to any Data, the Project Company shall notify the EPC Contractor accordingly whereupon the EPC contractor shall forthwith effect the same and re-submit the Data for approval. When approved or re-approved, as the case may be, data shall be suitably endorsed as described in the Project Requirements or as otherwise approved by the Independent Engineers. Notwithstanding any approval or re-approval, any mistakes, discrepancies, insufficiencies, lack of fitness or omissions later found in the approved Data supplied by the EPC Contractor shall be corrected and the Data submitted for re-approval. The EPC Contractor shall furnish copies of Data for approval or re-approval and copies of approved Data in such numbers, size and form and to such places as stated in the Project Requirements or if the Project Requirements does not so state, in the number, size and form as the Project Company may require.

12.6 Examination not to relieve EPC Contractor

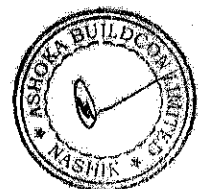
No examination or lack of examination by the Project Company of any Data submitted by the EPC Contractor nor any comment, rejections, approval or re-approval of the Project Company in regard thereto, either with or without modifications, shall in any respect relieve the EPC Contractor from any obligation or liability under or in connection with this Agreement whether in relation to the accuracy, fitness for purpose, suitability, adequacy, performance or practicality of his design or howsoever otherwise arising.

12.7 Approved Data

Once approved Data shall not be departed from except as provided for in Article 33. No manufacture or Execution of any part of the Works shall commence until Data pertaining thereto has been approved except as may be expressly provided in the Project Requirements or as may otherwise be agreed in writing by the Project Company.

Project Company

EPC Contractor



12.8 Further Instructions

The Project Company shall have full power and Authority (but, save when expressly provided to the contrary in the Agreement, no obligation) to supply to the EPC Contractor from time to time, during the progress of the Works, such further drawings and instructions as the Project Company shall consider necessary for the purpose of the proper and adequate design and Execution of the Works as per Concession Agreement requirements. The EPC Contractor shall carry out and be bound by the same but shall not be entitled to any extension of time or further payment in relation thereto except as provided by Articles 28 and 33 and subject always to the provisions of Article 35. All instructions will be issued and all drawings must be authorized in writing in the form advised to the EPC Contractor by the Project Company from time to time. If an instruction is given in writing but not in such authorized form, or a drawing is issued but not in such authorized form, the EPC Contractor shall immediately request the Project Company to confirm the instruction or drawing on such forms or in such authorized form respectively. The EPC Contractor shall not carry out such an instruction or comply with such a drawing until the Project Company confirmation is issued. Provided further that the EPC Contractor may by a written request obtain clarifications from the Project Company regarding such further drawings and instructions ("**Request for Clarification**"). The Project Company shall provide such clarifications to the EPC Contractor as soon as reasonably practicable, pending receipt of which the EPC Contractor shall not be obliged to comply with such drawing.

12.9 Availability of Data

The EPC Contractor shall ensure that at all time there is kept at the Project Site a copy of all Data, including all modifications thereof, and at each of his premises and those of his Subcontractors and Suppliers a copy of all Data, including all modifications thereof, which relate to or are associated with such parts of the Works as are to be or are being manufactured and / or Executed at those premises. All such Data shall be available at all reasonable times for inspection and use by the Project Company, the Project Company's Representative, or any Project Company's Representative's duly authorized delegate or assistant

12.10 "As built" drawings

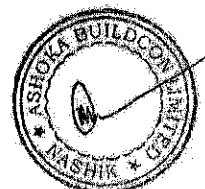
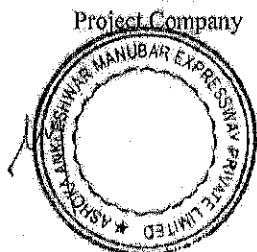
The EPC Contractor shall provide at the times, periods and stages required by the Project Requirements the "as built" drawings and other information in relation thereto as therein provided.

12.11 Approval of "as built" drawings etc.

The drawings, information and instructions provided for in Article 12 will be subject to approval by the Project Company and shall be submitted in accordance with the requirements of this Article, Article 12.2 (g) of the Concession Agreement and the Project Requirements.

Project Company

EPC Contractor



Notwithstanding anything contained herein the EPC Contractor shall be responsible for delays in Project Completion and/or achievement of any General Milestone Event, caused by reasons of any Drawings not being in conformity with the specifications and standards under the Concession Agreement and/or Project Requirements hereunder.

12.12 Mistakes in Information

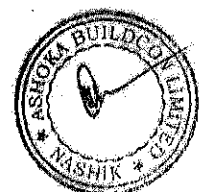
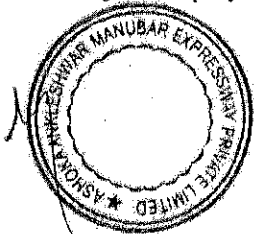
The EPC Contractor shall be responsible for any failures of any Data supplied by him whether to comply with the Agreement and / or to meet his obligations there under or otherwise and for any failures, discrepancies, errors or omissions in any such drawings or information or data, whether or not they have been approved, re-approved, commented on or rejected by the Project Company. The EPC Contractor shall at his own expense carry out any alterations or remedial work necessitated by reason of any failures, discrepancies, errors or omissions and shall modify the Data accordingly, or, if the same be done by or on behalf of the Project Company, the Project Company shall be entitled to recover from the EPC Contractor all costs reasonably incurred therein and may, without prejudice to any other method or recovery, deduct the same from any monies due or which may become due to the EPC Contractor.

12.13 Design Review

- 12.13.1 The EPC Contractor shall convene design review meetings at suitable intervals from Notice to Proceed (the "Design Review Meeting") with the Project Company, the Independent Engineer, the Owners' Engineer. The agenda for such meetings shall be circulated 5 working days in advance to all the participants.
- 12.13.2 The EPC Contractor within one month from the date of the Agreement submit the schedule and details of design deliverables. This shall include the schedule for survey and topography, hydrological reports, soil test reports, design basis for road and structures and release of drawings.
- 12.13.3 In addition to the above, the EPC Contractor shall also submit detailed drawings including plan and profile, drainage drawings, service road and Intersections and other items for roads section and GAD and detailed structural drawings for structures portion. All these design inputs shall be submitted to the Project Company and the EPC Contractor shall obtain the approval of these designs/drawings.
- 12.13.4 Failure or delay on the part of the EPC Contractor to make the above submissions within the stipulated timeframes, the Project Company shall withhold a sum of 2% of the subsequent RA bills till the submissions are made to the satisfaction of the Project Company's Representative. The withheld amounts would be released after the submissions are duly completed and

Project Company

EPC Contractor



certified by the Project Company's Representative, in the subsequent RA bill following the date of certification.

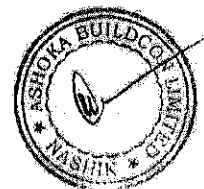
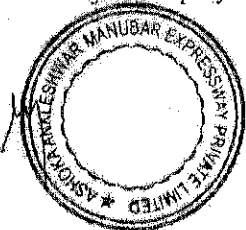
12.14 Design Development

12.14.1 Notwithstanding any of the provisions of this Agreement relating to the approval of the design or any Data by the Project Company, the Independent Engineer, and / or the AUTHORITY:-

- a. the EPC Contractor is and shall remain fully responsible for the design of the Works and the adequacy of the Data in accordance with this Agreement and no action or failure to act by any persons during any procedures for approval or in any other system method or procedure subsequently agreed shall in any way relieve the EPC Contractor of his obligations under the Agreement nor shall the same operate as any waiver of due performance by the EPC Contractor not restrict, debar, exclude or waive any claims, rights or actions whatsoever by the Project Company for any breach of any such obligation;
- b. the EPC Contractor is responsible for initiating and progressing the production, optimisation, development and finalisation of the design of the Works and for ensuring a regular flow of design documentation to the Project Company in a timely, orderly, logical and consistent manner and so as not to delay or disrupt the regular progress of the design development or the commencement of Execution of any part of the Works on the Project Site or the regular progress of the Execution of the Works or any part thereof;
- c. it shall be a condition precedent to the EPC contractor's entitlement to be paid or reimbursed any amount in respect of work Executed or materials supplied under the Agreement that the same shall have been Executed or supplied in accordance with the approved final design of the Works and any relevant shop drawings, and only upon the same being to the satisfaction of the Project Company, the EPC Contractor shall be entitled to be paid or reimbursed for that amount.
- d. If there shall be any discrepancy, ambiguity, divergence, inconsistency, deficiency, or design or construction impracticality, or omission from in or between any of the design documentation or Data or there shall be any failure by the EPC Contractor to submit the design or Data to the Project Company or any applicable person at any stage in due time or otherwise in accordance with the requirements of this Agreement then the EPC Contractor shall bear the cost of resolving or rectifying the design and the EPC Contractor shall not be or become entitled to any extension of time in respect thereof. The EPC Contractor shall bear the cost of removal, substitution remedial work, and / or re-Execution of any work, or materials which as a result of any such discrepancy, ambiguity, divergence, inconsistency, deficiency, or design or construction impracticality, or omission are not in accordance with the Agreement and of all

Project Company

EPC Contractor



costs and losses occasioned thereby and shall not be entitled to any extension of time in respect of such removal, substitution, remedial Works and /or re-Execution.

12.14.2 Save as expressly provided in this Agreement, the EPC Contractor shall not seek to recover from the Project Company any loss or claim which may arise from the adoption, use or application by or on behalf of the EPC Contractor or any other person from whom the EPC Contractor is responsible in the design, and Execution of the Works of any Data and documents made available to it in connection with the Project by or on behalf of the Project Company, whether before or after the execution of this Agreement.

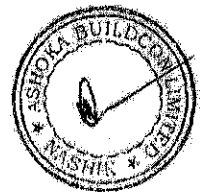
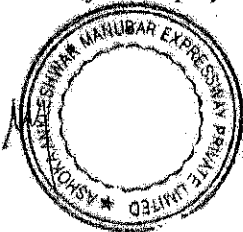
12.14.3 The EPC Contractor shall be responsible for delays in meeting the Design Requirements caused by reason of any Data not being in conformity with the Design Requirements, and shall not be entitled to seek any relief in that regard from the Project Company.

12.15 Construction Period/Operations Period Interface

In the event that a Provisional Certificate is issued by the Project Company under the EPC Agreement, the EPC Contractor shall coordinate and cooperate for the completion of the Punch List Items.

Project Company

EPC Contractor



ARTICLE 13

13. EPC CONTRACTOR'S SUPERINTENDENCE.

13.1 General Superintendence

The EPC Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel stationed at the Project Site and in sufficient number to undertake the responsibilities imposed upon the EPC Contractor hereunder and to provide full attention to the conduct of the design and Execution of the Works.

13.2 EPC Contractor's Superintendence

The EPC Contractor shall give or provide all necessary superintendence for and during the design and Execution of the Works and for the proper carrying out of its obligations under this Agreement and for as long thereafter as the Project Company may consider necessary. Such superintendence shall be given by such number of persons having adequate knowledge of and skill in the operations to be carried out as may be requisite for the satisfactory design and Execution of the Works and the performance of the said obligations. Each part of the Works shall have sufficient such persons appropriate to the magnitude and type of work being carried on from time to time at the several premises of the EPC Contractor and any Subcontractors and Suppliers and at each part of the Project Site from time to time.

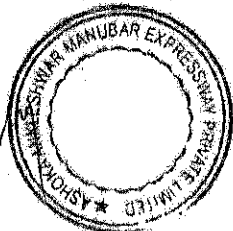
13.3 EPC Contractor's Superintendence – Project Manager etc.,

Without prejudice to the generality of Articles 13.1 and 13.2, from the date hereof until completion of all the EPC Contractor's obligations hereunder or such earlier time as the Project Company may agree the EPC Contractor shall provide in particular.

13.3.1 a Representative who shall be resident in a location convenient to the Project Site, to give his whole time to the superintendence of Works, to be in full charge thereof and who shall be empowered by the EPC Contractor to act on the EPC Contractor's behalf in all matters in relation to the Agreement. Such Representative shall be known as the Project Manager;

13.3.2 on the Works at the Project Site a sub-Representative who shall give his whole time to the superintendence of the same. Such Representative shall be known as the Construction Superintendent;

13.3.3 at each of his premises and those of any Subcontractor and Supplier where, and during such period as, parts of the Works are being designed and / or Executed and when so required by the Project Company's Representative(s), to superintend such design and / or Execution;



13.3.4 a Representative who shall be responsible, in accordance with the requirements of the Agreement, for the co-ordination of the design of the Works, each element with the others, and for the co-ordination of the design of the Works with the design of Related Works, to ensure that the Works when completed will meet the Project Requirements and the Agreement. Such Representative shall be known as the Design Coordinator. From the commencement of the design of the Works until the issue of the Completion Certificate for the whole of the Works, or such earlier time as is approved by the Project Company's Representative, the Design Coordinator shall give his full time to this task; and

13.3.5 a Representative who shall be responsible for and give his full time and attention to the management and effective operation of any of the quality assurance documentation. Such Representative shall be known as the Quality Assurance Manager and shall not be otherwise engaged in the Execution of the Works.

13.4 Restrictions on Representatives

The names of Project Manager, Construction Superintendent, Design Coordinator, Quality Assurance Manager shall;

13.4.1 be approved of, in writing, by the Project Company and EPC Contractor shall not replace the Project Manager without the consent of the Project Company.

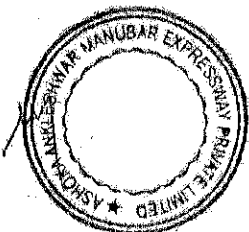
13.4.2 The Project manager shall be empowered to receive and shall receive on behalf of the EPC Contractor decisions, directions, orders and instructions given to him by the Project Company and / or the Project Company's Representative's delegate

13.4.3 be fluently conversant with the English language.

13.4.4 be competent and authorized by the EPC Contractor. Without in any way limiting the generality of the Word "competent" where used in this Article 13.4, a Representative or person shall not be regarded as competent unless he is qualified by appropriate professional qualifications and experience.

13.5 English language

The official language for all material communication (including but not limited to) such as notices, letters, faxes etc., and for all procedures (including but not limited to procedures for design, Construction, Arbitration or other forms of Dispute resolution) and all forms of verbal communication shall be in the English Language.



13.6 Change of personnel

Should the EPC Contractor intend to make any change in persons provided pursuant to Articles 13.3.1, 13.3.2, 13.3.4 or 13.3.5 or to Article 13.4 it shall immediately notify the Project Company of such intended change

13.7 Technical Assistants and Labour

13.7.1 The EPC Contractor shall provide and employ in connection with the design and Execution of the Works:

- a. only such engineers and technical assistants as are skilled and experienced in their respective callings and such engineers, managers, sub-Representatives, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise; and
- b. such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely Execution of the Works.
- c. submit an organization chart to the Project Company

13.8 Removal of the EPC Contractor's Employees

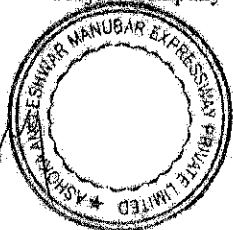
The Project Company may after prior consultation with the EPC Contractor object to and require the EPC Contractor to remove forthwith from the Works at the EPC Contractor's expense any person employed by the EPC Contractor or its Subcontractors in or about the carrying out or maintenance of the Works and such person shall not be employed again upon the Works without the written permission of the Project Company. Any person so removed from the Works after prior consultation with the EPC Contractor shall, unless the Project Company specifies otherwise, be replaced, at the EPC Contractor's expense as soon as possible by a competent substitute approved by the Project Company.

13.9 No extension of time

The EPC Contractor shall not be entitled to any claim for any extension of time for payment whatsoever incurred by it in respect of any direction given by the Project Company under this Article 13.

Project Company

EPC Contractor



13.10 LABOUR

13.10.1 Engagement of Labour

The EPC Contractor shall make its own arrangements for the engagement of all labour, local and otherwise, skilled and unskilled, as may be required for the Execution of Works and shall use all diligence in arranging for a sufficient and suitable supply of such labour but all such arrangements in India shall be in accordance with the general local usage and subject to all relevant enactments, ordinances and laws and all regulations or directions as Government Agency or competent body may from time to time require to be observed. The EPC Contractor shall be responsible for making all arrangements for the payment, feeding, housing and transport of all labour, local and otherwise, skilled and unskilled. The EPC Contractor shall ensure that, as far as practicable, all labour both skilled and unskilled shall be engaged in India.

13.10.2 Site records and returns

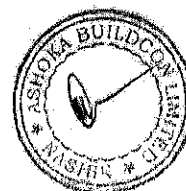
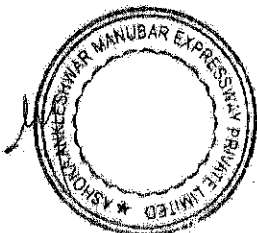
The EPC Contractor shall keep at the Project Site wage books and time sheets showing the wages paid to and time worked by the workmen in an about the Execution of the Works and, whenever required so to do, shall produce such wages books and time sheets for inspection by the Project Company or by any person authorized by him or by the Project Company.

13.10.3 Compliance with Statutes and Statutory Declaration

- a) In the employment of workmen for the Execution of the Works the EPC Contractor shall comply and shall require its employees, Subcontractors, Suppliers and its representatives (wherever applicable) to comply without limitation with all requirements of the Building and other Construction Workers Welfare Cess Act, The Workmen's Compensation Act 1923, The Payment of Wages Act 1936, Minimum Wages Act 1948, The Weekly Holidays Act 1942, The Employees State Insurance Act 1948, The Employees Provident Funds Scheme 1952, Employees Provident Funds and Miscellaneous Provisions Act 1952, The Maternity Benefit Act 1962, The Contract labour (Regulation and Abolition) Act 1970, The Equal Remuneration Act 1976, The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service Act) 1979, The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act 1988, The Children (Pledgings of Labour) Act 1933, The Child Labour Prohibition and Regulation Act 1951 and any other law relating to the employment of workmen or any subsequent modification or re-enactment thereof.
- b) EPC Contractor is responsible for the compliance by its Subcontractors/ Suppliers of all Applicable Laws relating to the Works. Any claim on AUTHORITY/ Project Company by any workmen employed in the Project shall be indemnified by the EPC Contractor.

Project Company

EPC Contractor

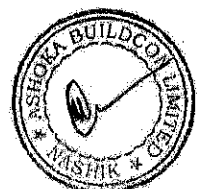


13.10.4 Without prejudice to any other Article of this Agreement, the EPC Contractor shall at all times save harmless and indemnify the Project Company from and against all claims, liabilities, expenses, costs and losses suffered or incurred by the Project Company which may arise out of or in connection with the employment of workmen for the Execution of the Works.

Project Company

Page 66 of 142

EPC Contractor



ARTICLE 14

14 INSURANCES

14.1 Project Insurances

The Project Company shall at its cost and expense, purchase and maintain insurance in respect of the following risks:

14.1.1 Deleted

14.1.2 any other insurance that the Project Company may be required to take out under Indian law; together known as the ("**Project Insurances**")

14.2 Purchase of Insurance

The EPC Contractor shall at its cost and expense, purchase and maintain;

14.2.1 Contractor's All Risk Insurance including cover towards terrorism (the Project Company shall procure this insurance on behalf of all the Project Contractors for the full value of the Project Highway and debit the proportionate cost of insurance to the EPC Contractor)

14.2.2 Third Party Liability Insurance

14.2.3 workmen's compensation insurance;

14.2.4 plant and equipment insurance, marine / transit insurance

14.2.5 any other insurance that the EPC Contractor may be required to take out under Indian law/ Concession Agreement together known as the ("**EPC Contractor Insurances**"). The Project Insurance and EPC Contractor Insurances shall together be referred to as the Required Insurances. In case the Project Company purchases the EPC Contractor's Insurances on behalf of the EPC Contractor, the premium amount pertaining to the Scope of Works of the EPC Contractor shall be debited to the EPC Contractor.

14.3 Required Insurances

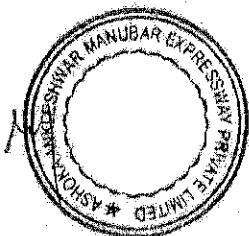
The terms of the Required Insurances shall entitle the Project Company to maintain the policies in force after termination of the EPC Contractor's employment under this Agreement.

14.4 Notice to the Project Company

Not later than 45 (forty five) days prior to commencement of the Construction Period, the EPC Contractor shall by notice furnish to the Project Company, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 14. Within 30 (thirty) days

Project Company

EPC Contractor



of receipt of such notice, the Project Company may require the EPC Contractor to effect and maintain such other insurances as may be necessary pursuant hereto.

14.5 Evidence of Insurance

Evidence of Insurance Cover: All insurance obtained by the EPC Contractor in accordance with this Article 14 shall be maintained with insurer or reinsurers, and on terms consistent with Good Industry Practice. Within ten days of obtaining any insurance cover, the EPC Contractor shall furnish to the Project Company, copies of certificates of insurance, copies of the insurance policies signed by an authorised Representative of the insurer and copies of all premia payment receipts in respect of such Insurance received from each insurance carrier, and such insurance will not be cancelled, changed or not renewed until the expiration of at least 45 (forty five) days after written notice of such cancellation, change of non-renewal has been received by the Project Company.

14.6 Validity of Insurance

14.6.1 Each Party shall from time to time promptly pay any insurance premium due, keep the insurance policies in force and valid and furnish copies thereof to the other Party in accordance with this Article 14.

14.6.2 Each of the EPC Contractor insurance policies shall provide that the same shall not be cancelled or terminated unless 60 days clear notice of cancellation is provided to the Project Company in writing.

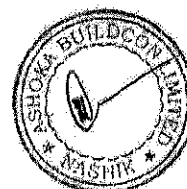
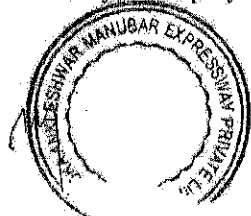
14.6.3 If at any time the EPC Contractor fails to obtain or maintain in full force and effect any and all of the EPC Contractor Insurances required under this Agreement, the Project Company may at its option obtain and maintain such insurance and all sums incurred by the Project Company therefore shall be reimbursed by the EPC Contractor to the Project Company within 5 days from the receipt of claim in respect thereof made by the Project Company. If such payment is not made by the EPC Contractor within 5 days of receipt of claim from The Project Company, then The Project Company reserves the right to deduct the same from the payments due to the EPC Contractor or recoup the same by other methods available under the applicable laws.

14.6.4 The EPC Contractor shall comply and ensure that the Subcontractors and Suppliers comply with the terms and conditions of the Required Insurances and the procedures for claims notification and administration thereunder and shall do nothing nor omit to do anything which might render the insurance voidable.

14.7 Deductibles and Application of Insurance Proceeds

Project Company

EPC Contractor



14.7.1 The EPC Contractor shall be responsible for the amount of any deductibles under the Required Insurances to the extent to which the claim results from an act, omission or default on the part of the EPC Contractor to comply with the terms of this Agreement. Provided always, that, the Project Insurances shall have been obtained by the Project Company on such terms as are in accordance with the standard market practice prevalent in India. In the event of any damage loss or injury to the Works where any indemnity is provided under the terms of the Required Insurances the EPC Contractor shall not be entitled to any payment in respect thereof other than the monies received under the Required Insurance policies, unless such damage, loss or injury to the Works can be attributed to any gross negligence or willful misconduct of the Project Company, its employees, agents or representatives.

14.7.2 Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the EPC Contractor towards recovery of cost of repair, renovation, restoration or reinstatement of the Project or any part thereof which may have been damaged or destroyed. The EPC Contractor shall provide all details in respect of expenditure of the amounts of monies received from the insurance policies to the Project Company and shall further provide any other details as required by the Project Company in this regard.

14.7.3 The EPC Contractor shall carry out such repair, renovation, restoration or reinstatement in such manner that the Project after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear expected.

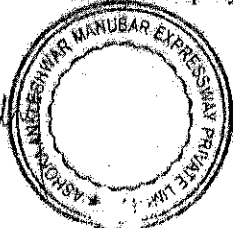
14.8 No effect on the Contractor's obligations

Nothing in this Article 14 shall limit or relieve the EPC Contractor of its liabilities and obligations under this Agreement.

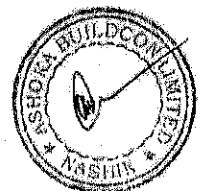
14.9 Uninsurable Risks

If during the Construction Period, any risk which has been previously insured becomes uninsurable neither the Project Company nor the EPC Contractor shall be considered to be in breach of its obligations regarding insurance under this Agreement.

Project Company



EPC Contractor



ARTICLE 15

15 SETTING OUT

15.1 Setting Out Responsibilities

15.1.1 The EPC Contractor shall be responsible for:

- a. the accurate setting-out of the Works and the correctness of the position, levels dimensions and alignment of all parts of the Works; and
- b. the provision of all necessary instruments, appliances and labour in connection with foregoing responsibilities.

15.2 If, at any time during the Execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the EPC Contractor, on being required to do so by the Project Company, shall, at its own cost and with no entitlement to any extension of time, rectify such error to the satisfaction of the Project Company.

15.3 The checking of any setting-out or of any line or level by the Project Company shall not in any way relieve the EPC Contractor of its responsibility for the accuracy thereof and the EPC Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting-out the Works.



ARTICLE 16

16 PROJECT SITE SAFETY AND SECURITY

16.1 Compliance

The EPC Contractor shall comply with all environmental requirements stipulated in the Project Requirements and with all environmental laws and regulations having application to the Project, including but not limited to standards for noise and vibration levels and airborne and waterborne pollutants. Regulations shall be understood to include, but are not limited to, any environmental report approved for the Project. In the event of conflict or inconsistency among the standards stipulated in applicable laws and regulations and those stipulated in this Agreement, the more stringent of such standards shall apply.

16.2 Environmental Compliance Manager

The EPC Contractor shall provide a person at the Project Site to act as Environmental Compliance Manager to take care of the Environment issues pertaining to the construction activities.

16.3 Orderly State

The EPC Contractor shall keep the Project Site and the Works in an orderly state, in accordance with the Project Requirements and Good Industry Practice, to avoid danger to all persons on the Project Site whether lawfully or not. The EPC Contractor shall take such measures in accordance with the Project Requirements and Good Industry Practice to prevent access onto the Project Site to any persons or creatures not entitle to be there.

16.4 Importance of Safety

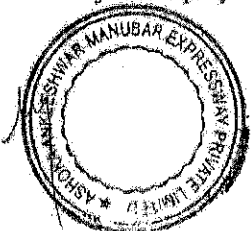
The EPC Contractor is under a general obligation to place the highest importance on safety during the design and Execution of the Works. The EPC Contractor shall establish a safety programme to ensure that all activities required to undertake and complete the design and Execution of the Works in accordance with the Agreement are carried out in a safe manner and comply with all laws, regulations, codes of practice and other things relevant to safety which may from to time apply to the Works.

16.5 Submission of Project Site Safety Plan

Before the date of issue of the Notice to Proceed, the EPC Contractor shall submit to the Project Company for approval a plan, the "Project Site Safety Plan". The Project Site Safety Plan shall be properly integrated with any approved system safety plan prepared by or on behalf of the Project Company for the Project and shall specify in detail the EPC Contractor's approach to maintaining the safest possible work environment

Project Company

EPC Contractor



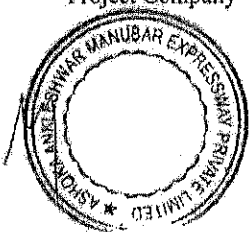
and ensuring protection against accident and injury to workers and other persons and protection of the Works, the EPC Contractor's Equipment and other property from damage, loss or destruction. The Project Site Safety Plan shall include but shall not be limited to the following:

- 16.5.1 Provision of safety equipment for workers.
- 16.5.2 Procedures for the safe handling and storage of flammable and hazardous materials.
- 16.5.3 Fire prevention and suppression;
- 16.5.4 Prevention of accidents to traffic on the highway;
- 16.5.5 Regulations and enforcement relating to motorised traffic within the EPC Contractor's Project Site facilities;
- 16.5.6 Training of workers in safety procedures;
- 16.5.7 Posting of notices of hazardous and high voltages;
- 16.5.8 Project Site safety inspections, including frequency of inspections, procedures and forms to be used;
- 16.5.9 Safety programme audits, including frequency of audits, procedures and forms to be used;
- 16.5.10 Procedures and forms for reporting of accidents involving personal injury or death and damage to equipment and property to the Project Company and Statutory authorities; and
- 16.5.11 The EPC Contractor's site safety organisation;

Any and all submissions to the Project Company of supplemental parts of the Project Site Safety Plan shall be made as appropriate or upon the request of the Project Company but in any event not less than twenty eight (28) days before the commencement of any work of the Project Site which is the subject of any such submission. The form and content of the initial submission of the Project Site Safety Plan and of all supplemental parts thereof, shall be in accordance with the Project Company instructions. Upon the Project Company approval to the Project Site Safety Plan, or any supplemental part thereof, the EPC Contractor shall provide all access, assistance and facilities to enable the Project Company to carry out surveillance visits both on and off the Project Site to verify that the Project Site Safety Plan is being implemented. Unless otherwise approved in writing by the Project Company, the EPC Contractor shall not commence work at the Project Site prior to approval of the Project Site Safety Plan, and the EPC Contractor shall promptly rectify any deficiencies in the implementation of the Project Site Safety Plan notified to him by the Project Company. The Project Company may direct the EPC Contractor to suspend any part of the Works if, in the Project Company opinion, an unsafe condition exists or is likely to result, until the EPC Contractor takes proper corrective action to the satisfaction of the Project Company. The EPC Contractor shall not be entitled to any expenses in respect of any such suspension or to any extension of time in respect thereof and any cost to the Project Company of such suspension shall be deducted from the Contract Price.

Project Company

EPC Contractor



16.6 Appointment of Project Site Safety Officer

The EPC Contractor shall appoint a suitable qualified and experienced person as Project Site Safety officer, to act as manager of the Project Site Safety Plan and be responsible for all safety matters related to the Works. The EPC Contractor shall from time to time, provide such other personnel and resources as may be required to ensure effective operation of the Project Site Safety Plan, and shall submit regular safety reports to the Project Company in accordance with the requirements of the Project Company and all relevant statutory authorities as required by Applicable Laws and regulations.

16.7 EPC Contractor to maintain discipline

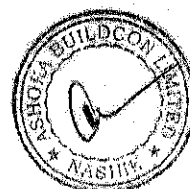
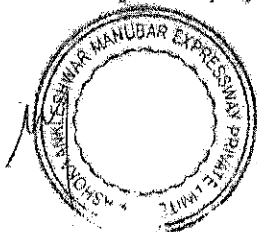
The EPC Contractor shall at all times be responsible for the discipline of its employees and those of his Subcontractors and Suppliers and for ensuring that they perform their duties in a safe, orderly and clean manner in accordance with the requirement of the Project Company.

16.8 Fencing, lighting and guarding

The EPC Contractor shall consult with any relevant Authority and shall take all reasonable and proper steps for protecting, securing, lighting and watching the Works and the Project Site as per Schedule S.

16.9 Traffic on the Existing Road

The EPC Contractor shall ensure the minimum width of trafficable road equal to the Existing Road under the scope of Works of the EPC Contractor, at all times open for public use and from the date of issue of the Notice to Proceed shall not act in any way which will hinder the Project Company in its obligation to keep open the Existing Road under the scope of Works of the EPC Contractor, as required under the Concession Agreement.



ARTICLE 17

17 CARE OF THE WORKS, LIABILITY FOR ACCIDENTS AND DAMAGE AND URGENT REPAIRS.

17.1 Care of the Works, Materials Goods etc.

The EPC Contractor shall bear full risk in and take full responsibility for the care of the Works and materials, goods and equipment for incorporation therein from the date of issue of the Notice to Proceed until the issue of the Provisional Certificate or the Completion Certificate (whichever is the earlier).

17.2 Full Responsibility:

The EPC Contractor shall take full responsibility for the care of any work and materials, goods and equipment;

17.2.1 for incorporation into the Works;

17.2.2 which are required to rectify any defect in the Works or complete any Punch List items; or

17.2.3 which are the subject of such rectification or completion of Punch List Items until completion of the same by the EPC Contractor;

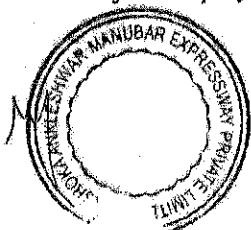
17.3 Urgent Repairs

If, by reason of any accident or failure or other event occurring to, or in connection with the Works or any part thereof, during pendency of this EPC Agreement, any remedial work or repair shall, in the opinion of the Project Company, be urgently necessary and the EPC Contractor is unable or unwilling at once to do so such work or repair, the Project Company may by his own or other workmen do such work or repair as the Project Company may consider necessary. If the work or repair is so done by the Project Company is work which, in the opinion of the Project Company's Representative, the EPC Contractor was liable to do at his own expense under this Agreement, all costs and charges properly incurred by the Project Company in so doing shall within 14 days from the date of receipt of the claim be paid by the EPC Contractor to the Project Company or may without prejudice to any other method of recovery, be deducted by the Project Company from any monies due or which may become due to the EPC Contractor or may be recovered as a debt.

Provided always that the Project Company shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the EPC Contractor thereof in writing.

Project Company

EPC Contractor



17.4 Mitigation measures for Environment Impact

As mentioned in Environmental (MOEF) Clearance documents The EPC Contractor will be responsible for:

- (a) Implementation and monitoring agencies for mitigation measures depending upon the execution methodology.
- (b) Acting as facilitator for R&R (Road Affected Peoples)

The EPC Contractor will be implementing relevant IFC standards as far as practicable and achievable.

