# DEENDAYAL PORT AUTHORITY (Erstwhile: DEENDAYAL PORT TRUST)

Tel(O) : (02836) 220038, Fax : (02836) 220050 E Mail : kptdesignsection@gmail.com Website: www.deendayalport.gov.in



Administrative Office Building Post Box NO. 50 GANDHIDHAM (Kutch). Gujarat: 370 201. Fax: (02836) 220050 Ph.: (02836) 220038

Date:01/01/2023

EG/WK/5202 (D)/ Part 224

To, The Deputy Director General of Forest (Central), Ministry of Environment, Forests & Climate Change, Integrated Regional Office, Gandhinagar Kendriya Paryavaran Bhavan Link Road No.3, Ravi Shankar Nagar, Bhopal- 462016(M.P.). Email: <u>rowz.bpl-mef@nic.in</u>, <u>eccompliance-guj@gov.in</u>

Sub: Construction of Interchange cum Road Over Bridge (ROB) at LC-236 [Kutch salt junction] on N.H-141 to Nehru gate of Kandla port, Gandhidham, Kutch proposed by M/s Deendayal Port Authority – <u>Six-monthly Compliance of Conditions stipulated in the</u>. Environmental & CRZ Clearance accorded by SEIAA reg.

**<u>Ref.</u>** 1) EC & CRZ Clearance accorded by the State Level Environment Impact Assessment Authority (SEIAA), Gujarat letter no. SEIAA/GUJ/EC&CRZ/8(b)/728/2020 dated 19.06.2020.

2) DPT letter no. EG/WK/5202 (D)/Part/32 dated 02/07/2021

3) DPT letter no. EG/WK/5202 (D)/Part/146 dated 08/02/2022

4) DPA letter no. EG/WK/5202 (D)/Part/124 dated 29/06/2022

Sir,

It is requested to kindly refer above cited references for the said subject.

In this connection, it is to state that, the SEIAA, Gujarat had accorded Environmental & CRZ Clearance for the subject proposal vide above referred letter dated 19.06.2020.

DPT had signed an MOU with M/s IPRCL vide Certificate no. IN-GJ95223355926842S dated 9/06/2020 wherein IPRCL was appointed as the Project Implementation Agency for the project (Copy of MoU attached as Annexure A of the EC&CRZ Compliance).

Accordingly, please find enclosed herewith point-wise compliance report of the stipulated conditions mentioned in the EC & CRZ Clearance letter dated 19.06.2020 (**Annexure 1**) & Monitoring Report in Data Sheet (**Annexure 2**) submitted by M/s IPRCL for the period up to November, 2022 for kind information and record please.

This has the approval of the Chief Engineer, Deendayal Port Authority.

Thanking You.

Yours faithfully, Env.) Deendayal Port Authority

.....Cont.....

# Copy along with point wise compliance of stipulated conditions, to:

1) The Member Secretary, State Level Environmental Impact Assessment Authority, Gujarat, C/O, Gujarat Pollution Control Board Sector- 10 A, Gandhinagar-382 010. Email ID- <u>seiaaguj@yahoo.com</u>

2) Shri Prasoon Gargav,
Scientist E & Regional Director,
Central Pollution Control Board,
Parivesh Bhawan,
Opp. VMC Ward Office No.10, Subhanpura,
Vadodara - 390 023.
Email: prasoon.cpcb@nic.in

3) Smt. Urvashi Upadhyay,
Environment Engineer,
Unit Head, Kachchh,
Gujarat Pollution Control Board,
Paryavaran Bhavan,
Sector 10A, Gandhinagar- 382010.
Email-<u>kut-uh-gpcb@gujarat.gov.in</u>

4) The Regional Officer,
 Gujarat Pollution Control Board,
 Regional Office (East Kutch), Administrative Office Building,
 Deendayal Port Trust, Gandhidham.
 Email Id. ro-gpcb-kute@gujarat.gov.in

# Annexure -1

## **Monthly Project Status Report**

#### (To be submitted for each PPP and non-PPP projects by 10th of every month for the project's progress of previous month)

1	Port Name	Deendayal Port Trust					
2	Project Name	Construction of Interchange cum Road Over Bridge (ROB) at LC-236 (Kutch Salt Junction) on NH-14. the State of Gujarat under EPC mode.					
3	Period of this report	November' 2022					
4	Project Mode	EPC Mode	Project Cost (Por	ťs Scope)	Rs.254.92 Cr.		
5	Concessionaire/EPC	M/s Niraj-Patel JV, Gandhidham, Kutch, Gujarat has been appointed by M/s IPRCL.	Project Cost (by PPP/Captive)		N.A.		
6	Ministry's Approval	i) Project approved by the SI ii)Ministry vide OM dtd: 26.	Con 24.04.2017 (SFC Meeting held on 16.01.2017). 6.2018 directed to DPT to transfer the project to IPRCL, accordingly Boa No. 64 , dtd: 07/08/2018 has transferred the project to IPRCL, Mumbai IPR				
7	Port's Nodal officer for project	Shri Srinivas Rao, SE (H), Dee	endayal Port Trust.				
8	Start Date of RFQ	N.A.	Completion Date	of RFQ	٨	I.A.	
9	Start Date of RFP	02.11.2018	Completion Date	e of RFP	24.0	7.2019	
10	LOI Date/LOA Date	25.02.2020	Date of Signing of	ofConcession	23.0	3.2020	
11	Award Date of Concession/EPC	23.03.2020.	Start Date of Co			0.2020	
12	Target COD date	31.03.2023		time (as per DPR)		Nonths	
13	Cumulative Project Progress	Physical Progress (Port's Scope)	N.A.	Financial Progre (Port's Scope)	55	N.A.	
	achieved till date	Physical Progress (PPP/captive/EPC's Scope)	77.00%	Financial Progre (PPP/captive/EP	2010 - Contract - Cont	61.00	
	Delay in Overall Project, if any (Provide updated Annexure-A and Annexure-B with this report)	Shortfall in Physical Progress	N.A.	Shortfall in Finan	ncial	N.A.	
		(Port's Scope)	N.A.	Progress (Port's	Scope)	N.A.	
14		Shortfall in Physical Progress	N.A.	Shortfall in Financial		N.A.	
		(PPP/captive/EPC's Scope)	N.A.	Progress	PP/captive/EPC's		
15	Project Progress achieved in Last Month	Physical Progress (Port's Scope)	N.A.	Financial Progre (Port's Scope)	SS	N.A.	
		Physical Progress (PPP/captive/EPC's Scope)	1.33%.	Financial Progre (PPP/captive/EP		1.0%	
		1 .		Nil			
		2		Nil			
16	Main Accomplishments in the	3		Nil			
	Last Month	4 Nil					
	(Port's Scope)	5		MACE.			
-				NII			
	Main Accomplishments in the	1		b Casting: 3 nos.			
.7	Last Month	2 RE Wall panel casting: Completed					
	(PPP/captive/EPC's Scope)	3 RE Wall Erection: 4000 Sqm					
		4 RE Wall Earthwork: 4000 Sqm					
		5	Crash Barri	er Pre-cast: 150 nos.			
8	Scope Change, if any			N.A.			
9	Schedule Change, if any			N.A.			
0	Cost Change, if any			N.A.		-	
1	Issues/impediments, if any					-	
2	Issue pending, with any central Govt ministry, causing delay	N.A. N.A.					
-		Number of Safe Man-hours			N.A.		
3	Safety Performance	Near Misses	N.A.	Lost Time Inciden		N.A.	
		First Aid Cases	N.A.	Number of Fatali	ties	N.A.	
4	Employment Details	Direct Employment (Port's Scope)	N.A.	Direct Employme Scope)	1000	N.A.	
		Direct Employment	N.A.	Direct Employme	nt	N.A.	

Addi. GENERAL MANAGER. (P)

25	This Report Prepared by	S	Shri Srinivas Rao, SE (H), Deendayal Port Trust.						
26	This Report Reviewed by	Shri Srinivas Rao, SE (H),, kphdivision@gmaill.com							

6.12:20

(S.Revanasiddappa) Addl. General Manager(P) IPRCL / Gandhidham.

Addl. GENERAL MANAGER. (P) IPRCL/GANDHIDHAM

Note; Annexure-A and Annexure-B shall be provided along with this report

Annexure-A

# Project Milestones (Port's Scope)

Month	Milestone Description	Target/Planned completion date	Actual Completion Date	Reason for Delay, if any C	
		A	В		
October 2020 to March 2021	Project Milestone I (10%)	31.03.2021	31.01.2021	N.A.	
April 2021 to September 2021	Project Milestone II (20%)	30.09.2021	28.02.2021	N.A.	
October 2021 to March 2022	Project Milestone III (45%)	31.03.2022	31.03.2022	N.A.	
April 2022 to September 2022	Project Milestone IV (70%)	30.09.2022		Delay due to non- mobilization oj sufficient men material and machineries by the EPC Contractor and progress of work was also affected due to rainfall, Utility Shifting etc.,	
October 2022 to March 2023	Project Milestone V (100%)	31.03.2023	-	-	

(All milestones to be planned and indicated below from Ministry's approval date to COD of project)

Notes:

1. Column 'A' above should be filled only once based on original project schedule

2. Only Column 'B' to be updated on monthly basis for respective row

3. Detailed reasoning to be provided in column 'Ç'

6.12.2022

Annexure-B

# Project Milestones (PPP/Captive/EPC's Scope)

Month	Milestone Description	Target/Planned completion date	Actual Completion Date B	Reason for Delay, if any C
		A		
October 2020 to March 2021	Project Milestone I (10%)	31.03.2021	31.01.2021	N.A.
April 2021 to September 2021	Project Milestone II (20%)	30.09.2021	28.02.2021	N.A.
October 2021 to March 2022	Project Milestone III (45%)	31.03.2022	31.03.2022	N.A.
April 2022 to September 2022	Project Milestone IV (70%)	30,09.2022		Delay due to non mobilization o, sufficient mer material and machineries by the EPC Contractor and progress of wor was also affected due to rainfall, utility shifting etc.,
October 2022 to March 2023	Project Milestone V (100%)	31.03.2023	-	-

(All milestones to be planned and indicated below from the Ministry's approval date to COD of project)

Notes:

1. Column 'A' above should be filled only once based on original project schedule

- 2. Only Column 'B' to be updated on monthly basis for respective row
- 3. Detailed reasoning to be provided in column 'Ç'

Page 4 of 4

Addl. GENERAL MANAGER. (P) IPRCL/G/ DHIDHAM

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2.12.2022



इंडियन पोर्ट रेल एंड रोपवे कॉर्पोरेशन लिमिटेड ( पूर्वनाम इंडियन पोर्ट रेल कॉर्पोरेशन लिमिटेड)

(पोत परिवहन मंत्रालय भारत सरकार के अधीन संयुक्त उद्यम)

Indian Port Rail & Ropeway Corporation Ltd.

(Formerly known as Indian Port Rail Corporation Ltd.) (A JV Company under Ministry of Ports, Shipping and Waterways, Government of India) CIN No: U60300DL2015PLC282703



Date: 24.11.2022

To, Superintending Engineer (H) Deendayal Port Trust, Gandhidham.

Sub: Construction of Interchange cum Road over Bridge (ROB) at LC-236(Kutch Salt Junction) on NH-141 (Phase-1) in the state of Gujarat under EPC Mode.
 - "Six Monthly compliance report of conditions stipulated in Environmental & CRZ Clearance & Monitoring Report in Data sheet". Reg.

**Ref:** 1. DPT Letter np. HW/WK/1008-V/105 dated 05.04.2020

- 2. IPRCL Letter no. IPRCL/Mumbai/DPT/ROB/03 dated 25.08.2020
- 3. DPA email dated 01.11.2022.

No. IPRCL/GIMB/Projects/DPT/ROB/6002/379

Sir,

With reference to the above subject, it is to inform that Six Monthly compliance report of conditions stipulated in Environmental & CRZ Clearance & Monitoring Report in Data sheet as per condition stipulated in EC and CRZ clearance issued by SEIAA, Gujarat vide Letter No. SEIAA/GUJ/EC&CRZ/8(b)/728/2020 dated 19<sup>th</sup> June 2020 is attached as Annexure-1,2 & 3.

This is for your information and necessary action please.

Thanking you.

Yours Sincerely,

24.11.2922

(S. Revanasiddappa) Addl. General Manager (P) Gandhidham

CC: 1) GGM(P)/SW/Mumbai for information please.



#### Subject:

**Reference:** 

Point wise compliance of stipulated conditions of "Environmental & CRZ Clearance for the Construction of Interchange cum Road Over Bridge (ROB) at LC-236 [Kutch Salt Junction] on NH-141 to Nehru gate of . Kandla port, Gandhidham, Kutch by M/s Deendayal Port Trust".

EC & CRZ Clearance issued by SEIAA, Gujarat vide EC Letter No. SEIAA/GUJ/EC&CRZ/8(b)/728/2020 dated 19<sup>th</sup> June, 2020

DPT had signed an MOU with M/s IPRCL vide Certificate no. IN-GJ95223355926842S dated 9/06/2020 wherein it was IPRCL was appointed as the Project Implementation Agency for the project. (Copy of MoU attached as Annexure A).

#### A. 1 Specific Conditions: -

SI. No.	Stipulated Conditions	Compliance
1.	All the provisions of CRZ Notification -2011 shall be strictly adhered to and no activity in contradiction to the provisions of CRZ Notification - 2011 shall be carried by the project proponent.	IPRRCL (Project Implementation Agency) has submitted that it will adhere to all the provisions of CR2 Notification -2011. Point-wise compliance to the CR2 recommendation issued by the GCZMA is attached as <b>Annexure I</b> .
2.	The project proponent shall strictly ensure that no creeks or flow of water are blocked due to any activity at the project site.	IPRRCL (Project Implementation Agency) has submitted that it has been ensuring that no creeks or flow of water are being blocked due to any activity at the project site and the pipe culverts will be constructed at required location in creek for free flow of water.
3.	The project proponent shall obtain all other necessary clearances / permissions from concerned authorities / agencies required for undertaking the proposed project.	The Consent to Establish (CTE) from the GPCB had already been obtained vide CTE No. 89489 granted by the GPCB vide letter no. PC/CCA-KUTCH 1449/GPCB ID 56869 dated 03/10/2017 attached as Copy Annexure II. Copy of approved GAD enclosed as Annexure III.
4	It will be the responsibility of the project proponent to obtain prior clearances/approval & ensure compliances under all other relevant Acts/ Rules/ Regulations/ Guidelines/ instructions' Court orders/ Tribunal orders as applicable to this project as per the prescribed time limits. All the Terms & Conditions Stipulated in the clearances/ approvals shall be strictly adhered to.	The Consent to Establish (CTE) from the GPCB had already been obtained vide CTE No. 89489 granted by the GPCB vide letter no. PC/CCA-KUTCH 1449/GPCB ID 56869 dated 03/10/2017 attached as <b>Copy</b> <b>Annexure II.</b> Copy of approved GAD enclosed as <b>Annexure III.</b> IPRCL has submitted that the Terms & Conditions Stipulated in the clearances/ approvals is being strictly adhered to.
5.	The approval of competent authority shall be obtained for	IPRCL has submitted that the structural design has been done by

24.11.2022

	structural safety of the bridge due to earthquake, including protection measures from lightening etc. Copy of approved structural drawings & certificate from the concerned competent authority shall be submitted to SEAC/ SEIAA before commencement of work for the project.	Consultants and checked by proof consultant i.e. M/s Nitya Nayra Civil Solutions Pvt. Ltd. and safety consultant M/s Forgiving Roads LLP. Further IPRCL has conducted a third- party independent design audit which was done by Indian Institute of Technology (BHU) Varanasi for the design of bridges and structure with a span of 15.0m or more. The audit reports vide doc number- KUT-SUP STR-ROB-RLY-CHT0+630.1
6.	shall strictly adhere to the seismic zone norms for earthquake resistant structures.	DN-01 is attached as <b>Annexure IV</b> . IPRCL has submitted that the Structural design of the project is done by design consultant i.e. M/s Nivedita Consultants considering seismic zone-V for earthquake resistant structure.
7.	periodically to develop & implement the scheme to ensure smooth flow of traffic from & to the proposed ROB.	IPRCL has submitted that the Traffic diversion plan has been prepared considering smooth flow of traffic and same is approved by MORTH vide letter no. RW/GNR/NH/HA/NOC/03/ 782 dated 14.10.2020. The approval
8.	DDPT shalt ensure that there shall not be any blockage of creek and free-flow of water is maintained.	letter is attached as Annexure V. IPRCL (Project Implementation Agency) has submitted that no creeks or flow of water are being blocked
9.	The DDPT shall construct settling ponds and the installation of the oil receptor to prevent the entry of the surface run-off from fuel and other contaminants into the wells and other surface water bodies along the corridor.	during execution of the project work. IPRCL has submitted that there are no wells in the project area and it will be observed that there is no spillage of fuel at project area.
	No vehicles or equipment shall be parked or refuelled near the water- body, so as to avoid contamination from fuel and lubricants.	IPRCL has submitted that Vehicles and equipments are parked and refuelled at the site office area, and there is no sweet water body near the site office.
	The DDPT shall implement all the suggestions/ recommendations given in the EIA report by their consultant M/S Mantec Consultant Pvt Ltd.	IPRCL has submitted that all the suggestions/ recommendations given in the EIA report by consultant are being implemented.

#### A.2 CONSTRUCTION PHASE:

2. The traffic dive	rsion plan shall be	
finalized in co (NH), Gujarat ( and get app concerned con before starting activity for th	nsultation with CE & RO, Gandhinagar proved from the mpetent authority the construction ie proposed ROB. same shall be	IPRCL has submitted that the Traffic diversion plan was approved by National highway Gujarat & RO Gandhinagar vide Letter dated: RW/GNR/NH/HA/NOC/03/782 dated 14.10.2020. The same is attached as Annexure V.
<ol> <li>DDPT shall ensitive culvert/passage during construit</li> </ol>	sure that adequate as are provided ction of road and no obstruction of	IPRCL has submitted that a total of 15 culverts have been provided by the design consultant and it is being ensured that there is no obstruction to free flow of water. (Copy of GAD of Culverts attached as <b>Annexure</b> <b>VI</b> ).
plants shall	h a way that there	IPRCL has submitted that only GPCB approved Hot-mix plants/Concrete mix plants is being allowed to operate for the project. IPRCL obtained the CCA from GPCB for the HMP vide its letter no. 415000 dated 15/06/2017. (Copy of CCA attached as <b>Annexure</b>
quarry works, f purchase raw conform to the	Il ensure that the rom which they will materials, shall norms and having arances from the orities.	VII). IPRCL has submitted that the quarry works, from which raw materials are purchased, conforms to the norms and has necessary clearances from the respective authorities.
<ol> <li>The DDPT — s the raw quarry/hot mix a way that they the terms and d in the CCA/N</li> </ol>	and the second se	A NUMBER OF A DESCRIPTION OF A DESCRIPTI
<ol> <li>Fresh water in the construction 95.0 KL/day and through the water supply in supply and set</li> </ol>	requirement during on phase shall be nd it shall be met water tankers for from Gujarat water ewerage board. No shall be tapped	IPRCL has submitted that the fresh water requirement during the construction phase is being met with Private Tanker Supplying agency. It is ensured that no ground water is being tapped during the construction phase.

	kind of wastewater/sewage/ effluent into the creek/sea or in the CRZ areas.	IPRCL has submitted that there is no discharge of any kind of wastewater/sewage/ effluent into the creek/sea or in the CRZ areas.	(
	construction phase shall be treated in septic tanks connected to water recycling chambers of adequate capacity & comprising of adequate treatment facilities as proposed. Treated water ~ 20.0 KL/day conforming to GPCB norms shall be used for greenbelt development and dust suppression.	phase is being treated in septic tank.	
20.	No construction debris and / or any other type of waste / wastewater shall be disposed of in CRZ areas.	IPRCL has submitted that no construction debris and / or any other type of waste / wastewater are being disposed of in CRZ areas.	e
21.	Construction materials and debris shall be properly stored and handled to avoid negative impacts such as air pollution and public nuisances by blocking the roads and public passages. The debris shall be removed from the construction site immediately after the construction is over.	generated debris is being removed from the site regularly to avoid any blocking the roads and public passages.	
22	. It shall be ensured that there is no adverse impact on the drainage of the area due to the construction activities.	IPRCL (Executive agency) has submitted that there is no adverse impact on the drainage of the area due to the construction activities.	
23	<ul> <li>Solid waste-likely to be generated from construction site and labour camps during construction phase will be collected and disposed of as per the Solid Waste Management Rules — 2016.</li> </ul>	submitted that solid waste generated from construction site & labor camp is being disposed off as per solid waste management Rules-2016 by IPRRCL.	L
24	The construction camps shall be kept outside the CRZ areas and the construction labour shall be provided with adequate amenities like drinking water, fuel, sanitation, etc. to ensure that the existing environmental condition is not deteriorated by them.	provided adequate amenities like drinking water, fuel, sanitation, etc. to the construction laborers.	
25	<ol> <li>Ready Mix Concrete should be used so far as possible. Water demand during construction should be reduced by use of curing agents, plasticizers and other best practices.</li> </ol>	mix concrete plant has been provided in its premises to reduce usage of water and water usage is being	y.11-202

#### A.3 OPERATION PHASE: A.3.1 WATER

	Total water requirement during the operation phase for dust suppression & greenbelt development shall be 15.0 KL/day which shall be met through water supply system of Gujarat Water Supply and Sewerage Board.	IPRCL has submitted that the roads shall be constructed with flexible pavement and thus no dust suppression is required. However, water required for green belt area will be purchased from GWSSB.
27.	No bore well shall be constructed and existing bore well/s, if any, shall be either sealed or converted into the recharge well.	IPRCL has submitted that no bore- well is being constructed in the project area.
28.	The storm water from the bridge shalt be properly channelized. Provisions shall be made for ground water recharge through rain water harvesting as per the details submitted. Before recharging the run off pre- treatment must be done to remove suspended matter.	IPRCL has submitted that this segment is not applicable as the project site area has saline water and impervious soil strata.
29.		IPRCL has submitted that this segment is not applicable as the project site area has saline water and impervious soil strata.
30.	The water meter shall be installed and records of monthly water consumption shall be maintained regularly.	IPRCL has submitted that this segment is not applicable.

## A. 3.2 AIR

31.	D. G. sets (3 x 500 KVA) proposed as backup power shall be of enclosed type and confirm to prescribe standards under EPA rules. Necessary acoustic enclosures shall be provided at diesel generator set to mitigate the impact of noise.	IPRCL has submitted that D.G set is conforming to emission limit prescribed under EPA rules is provided.
32.	The gaseous emissions from the D.G. Sets shall conform to the emission limits prescribed under EPA rules as amended from time to time. At no time, the emission levels shall go beyond the	IPRCL has submitted that D.G set conforming to emission limit prescribed under EPA rules will be provided if required.

	stipulated standards.	
33.	The stack height of the D.G. sets shall be equal to the height needed for the combined capacity of all proposed D.G. sets.	IPRCL has submitted that eits compliance shall be ensured.

# A. 3.3 SOLID / HAZARDOUS WASTE

34.	The project must strictly comply with the rules and regulations with regards to handling and disposal of hazardous waste in accordance with the Hazardous Waste (Management, Handling and Transboundary) Rules 2008. Authorization from the GPCB must be obtained for collection / treatment / storage / disposal of hazardous wastes.	IPRCL has submitted that no hazardous waste is being generated during the project construction.
35.	Discarded Containers, /Carboys and Used/ Lubricating Oil shall be sold to the authorized recyclers.	IPRCL has submitted that Container/ Carboys and Used/Lubricating oil is being sold to the authorized recyclers only.
36.	The project proponent shall have to ensure that plastic waste is segregated and disposed of by selling it to the registered recyclers.	IPRCL has submitted that Plastic waste is being disposed of by selling it to the registered recyclers, if needed.
37.	Necessary arrangements shall be made for safe disposal of municipal solid wastes as per the provisions of the Solid Wastes Management Rules, 2016 as amended from time to time and solid wastes shall not be released in marine water / coastal area in any case.	IPRCL has submitted that solid wastes are being disposed in compliance to the Solid Waste Management rules- 2016 and shall not be released in marine water/ coastal area in any case.

## A. 3.4 SAFETY:

P	shall be provided in the case of power failure & emergency of fire water pumps.	power back up system will be provided if required.
a ri ti	Compulsory training, for the first aid and firefighting along with regular mock drill shall be imparted to the Security personnel and D.G. Operator.	IPRCL has submitted that training for the first aid shall be imparted to the security person and D.G Operator.
a	First Aid Boxes shall be provided in adequate quantity at strategic ocations.	IPRCL has submitted that First aid box has been provided at site office.

Transportation of materials shalt		that
be as per the Motor Vehicle Act &		
Rules.	done as per Motor Vehicle	Act &
	Rules.	

# A. 3.5 CLEANER PRODUCTION, ENERGY CONSERVATIONIAND WASTE MINIMISATION:

42.	Energy conservation measures like maximum use of natural light, wind & ventilation through architectural design, solar based LED lights in landscaped and drive way areas, LED/CFL light for walk way areas etc. shall be provided as proposed.	IPRCL has submitted that LED lights have been provided in all the offices & site for energy conservation.
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#### A. 3.6 PARKING / TRAFFIC CONGESTION:

43.	blocked for the parking and the	IPRCL has submitted that parking of equipment's is being done at site office area and the visitors are guided by trained staff whenever required.
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#### A. 3.7 GREEN BELT

44.	Green belt area of 25,000 m <sup>2</sup> shall be developed as proposed. Plantation along the bridge and road shall be done with native varieties.	IPRCL has submitted that green belt area is being developed as per the tender provision.
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#### **B. GENERAL CONDITIONS:**

# 1. PRE -CONSTRUCTION AND CONSTRUCTION

	Environment Management Cell shall be formed, which shall supervise and monitor the environment related aspects of the project during construction and operational phases in addition to observance of Gujarat Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Rules 2003.	All the environment related aspects of the project during construction and operational phase are being supervised by Project Implementation Agency. DPT has signed an MOU with M/s IPRCL vide Certificate no. IN- GJ95223355926842S dated 9/06/2020 wherein it was IPRCL was appointed as the Project Implementation Agency for the project.	
46.	Prior permission from the	IPRGL has submitted that whenever	24-11-2022

	competent authority shall be obtained for cutting of the existing trees before site preparation work	necessity arises, permission from the concerned authority shall be obtained.
	is commenced.	
	Water demand during construction shall be reduced by use of curing agents, super plasticizers and other best construction practices.	IPRCL has submitted that, curing agents and super plasticizers are being used for construction work as and when required to reduce the water consumption.
	Temporary wind shield shall be done to prevent dust emission spreading outside the project premises. Barricade of adequate height shall be provided on the periphery of the construction site with adequate signages, Individual building within the project site shall also be provided with barricades.	IPRCL has submitted that, there is no building with in the project site area. However temporary wind shield shall be provided at required location.
	Regular water sprinkling shall be done in vulnerable areas for controlling fugitive emission.	IPRCL has submitted that, water sprinkling is being done in vulnerable area on need basis.
50.	The roads inside the project area and roads connected to the main road shall be paved or shall be water sprinkled to avoid the fugitive emissions during vehicular movement.	IPRCL has submitted that, water sprinkling is being done in diversion road to avoid the fugitive emissions during vehicular movement.
51.	Material shall be covered during transportation to avoid the fugitive emission.	IPRCL has submitted that, material is being covered during transportation for particular items.
52.	Uniform piling and proper storage of sand to avoid fugitive emissions shall be ensured.	
53.	Structural design of the project shall strictly adhere to the seismic zone norms for earthquake resistant structures.	IPRCL has submitted that the Structural design done by design consultant i.e. M/s Nivedita Consultants and checked by proof consultant i.e. M/s Nitya Nayra Civil Solutions Pvt. Ltd. and safety consultant M/s Forgiving Roads LLP. A third-party independent design audit was done by Indian Institute of Technology (BHU) Varanasi for the design of bridges and structure with a span of 15.0m or more. The audit reports vide doc number- KUT-SUP STR-ROB-RLY-CH"0+639.1

		DN-01 is attached as Annexure IV.
		IPRCL has submitted that this section is not applicable as this is a road project.
55.	The project proponent shall ensure maximum employment to the local people.	IPRCL has submitted that the local people are employed considering the nature of work.
56.	All required sanitary and hygienic measures shall be provided before starting the construction activities and to be maintained throughout the construction phase.	IPRCL has submitted that all required sanitary and hygienic measures have been provided before starting the construction activities.
57.	Provision shall be made for housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical healthcare, créches, electricity & ventilation, canteen, rest rooms, safe disposal system for garbage, first aid, medical and emergency facilities etc. to ensure that they do no ruin the existing environmental condition. The housing may be in the form of temporary structures to be removed after completion of the project.	IPRCL has submitted that all temporary houses have been constructed for labor in the site area with necessary infrastructure & facilities.
58.	Adequate personal protective equipments shall be provided to the construction workers to ensure their safety and the project proponent shall ensure its usage by the labourers.	IPRCL has submitted that PPE kits have been provided to the workers for safety.
59.	First Aid Box shall be made readily available in adequate quantity at all the times.	IPRCL has submitted that First aid box has been provided at site office.
60.	First Aid Box shall be made readily available in adequate quantity at all the times.	IPRCL has submitted that training has been given to all workers for safety by tool box talk at site.
61.	The project proponent shall strictly comply with the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act 1996 and Gujarat rules made there under and their subsequent amendments.	IPRCL has submitted that building and other construction workers act are being complied.
62.	The overall noise level in and around the project area shall be kept well within the prescribed standards by providing noise.	adopted for regulating the noise

64.	The noise generating equipments, machinery and vehicles shall not be operated during the night hours and shall be maintained properly to	IPRCL has submitted that the project site is far away from the residential area.
	avoid generation of high noise due to wear and tear.	
	Use of diesel generator sets during construction phase shall be strictly with acoustic enclosure and shall conform to the EPA Rules for air and noise emission standards.	IPRCL has submitted that D.G set with acoustic enclosure has been provided conforming to the EPA rules.
	Safe disposal of wastewater and municipal solid wastes generated during the construction phase shall be ensured.	IPRCL has submitted that Solid wastes and waste water are being disposed properly by making soak pits.
67.	All topsoil excavated during construction activity shall be used in horticultural / landscape development within the project site.	IPRCL has submitted that the excavated material is saline in nature, and it cannot be used for horticulture/ Landscape.
	The municipal solid wastes shall be properly collected and segregated at source.	IPRCL has submitted that Solid wastes are segregated and disposed properly.
	Recyclable solid waste [paper, cartons, plastic, polythene bags, glass etc.] shall be sold to the scrap vendors.	IPRCL has submitted that collected Solid waste is being sold to the scrap vendors.
	Non-recyclable municipal solid waste shall be transferred to the nearest designated waste collection point of the concerned local authority.	IPRCL has submitted that Solid waste shall be transferred to waste collection point of the concerned local authority.
	Provisions of Solid Waste Management Rules-2016 shall be strictly adhered to.	IPRCL has submitted that solid waste management Rules- 2016 are being strictly adhered to
	The project must strictly comply with the rules and regulations with regards to handling and disposal of hazardous waste in accordance with the Hazardous Waste (Management, Handling and Transboundary) Rules 2008.	strictly adhered to. Point noted by IPRCL for compliance.

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	Authorization from the GPCB must be obtained for collection / treatment / storage / disposal of hazardous wastes.	
IPRCL has submitted that construction material and debris are being stored properly to avoid blocking the roads.	Construction materials and debris shall be properly stored and handled to avoid negative impacts such as air pollution and public nuisances by blocking the roads and public passages.	73.
material shall be sold to recyclers as and when required.	Construction debris shall be reused in construction of roads, levelling the site etc. Waste packaging material (like used cement bags, waste paper, cardboard packing material), metal scraps etc. shall be sold to recyclers or shall be sent to the nearest municipal solid waste landfill site.	74.
will be being used for storing of construction materials and plantation will be done.	The area temporarily used for storing the construction material and other activities shall be reclaimed by adequate Plantation.	
earth generated during the construction phase shall be utilized within the project area to avoid adverse effect on neighbouring	Excavated earth to be generated during the construction phase shall be utilized within the premises to the maximum extent possible and balance quantity of excavated earth shall be disposed of with the approval of the competent authority after taking the necessary precautions for general safety and health aspects. Disposal of the excavated earth during construction phase shall not create adverse effect on neighbouring communities.	
Point noted by IPRCL for compliance.	Provisions of Construction & Demolition Waste Management Rules-2016 shall be strictly adhered to.	
	Vehicles hired for bringing construction material at the site shall be in good conditions and conform to applicable air and noise emission standards and shall be operated only during day time and non-peak hours.	
IPRCL has submitted that Fly ash shall be used for ready mix concrete work.	Project proponent shall ensure use of eco-friendly building materials including fly ash bricks, fly ash paver blocks, Ready Mix Concrete [RMC] and lead-free paints in the	79.

	project.	
80.	Fly ash shall be used in construction wherever applicable as per provisions of Fly Ash Notification under the E.P. Act, 1986 and its subsequent amendments from time to time.	IPRCL has submitted that Fly ash is being used for ground improvement work and RE wall construction work.
81.	Use of glass shall be minimal and only low emissive glass shall be used in the project to reduce the electricity consumption and load on air conditioning.	IPRCL has submitted that usage is as per requirement.

#### **B2. OPERATION PHASE AND LIFE TIME:**

	Low water consuming devices shall be provided at places whenever required.	Low water consuming devices shall be provided. Fixtures for showers, toilet, flushing and drinking shall be of low flow either by use of aerators/ diffusers or pressure reducing devices etc.	82.
	Not applicable. As the project site area is saline in nature rain water harvesting is not possible.	A water meter shall be installed on rain water harvesting & ground water recharge well system & compliance report of the same shall be submitted to concerned authorities.	83.
	Point noted for compliance. Used oil shall be sold to the registered recycler.	Used oil shall be sold only to the registered recycler.	84.
	Solid waste management Rules- 2016 shall be strictly adhered to.	Provisions of Solid Waste Management Rules-2016 shall be strictly adhered to.	85.
	Point noted for compliance.	Requisite firefighting facilities as per the requirement of NBC and Gujarat Fire Prevention and Life Safety Measures Act- 2013 along with the rules & regulations made there under shall be provided.	86.
	Point noted for compliance.	First Aid Box shall be made readily available in adequate quantity at all the times.	87.
11.20	Point noted for compliance.	Necessary emergency lighting system along with emergency power back up system shall be provided. Further, necessary auto glow signage at all appropriate	88.

E		places shall be provided to guide the people towards exits and assembly points during emergency.	
ning to the under the	Standby power supply arra shall be provided confirmi standards prescribed u Environment (Protection) Rules.	The overall noise level in and around the project area shall be kept well within the prescribed standards by providing noise control measures including acoustic insulation, hoods, silencers, enclosures vibrations dampers etc. on all sources of noise generation including D.G. Sets. The ambient noise levels shall confirm to the standards prescribed under the Environment (Protection) Act and Rules.	89.
CADY COUNTRY OF ANY OF ANY OF ANY OF ANY	IPRCL has obtained Proper plan so that no blocking oc	Traffic congestion near the entry and exit points from the roads adjoining the proposed project site shall be avoided. No public space including the service road shall be used-or blocked for the parking.	90.
n provided	The same has been wherever required.	The project proponent shall install energy efficient devices, appliances, motors, and pumps conforming to the Bureau of Energy Efficiency norms.	91.
æ.	Point noted for compliance	The transformers and motors. shall have minimum efficiency of 85%.	92.
e.	Point noted for compliance	Only variable frequency motor drives shall be used in project.	93.
e.	Point noted for compliance	Application of solar energy shall be incorporated for illumination of common areas, lighting for gardens and street lighting: In addition, the provision for solar water heating system shall also be provided.	94.
e.	Point noted for compliance	The area earmarked as green area shall be used only for plantation and shall not be altered for any other Purpose.	95.
	Point noted for compliance	Drip irrigation/flow volume, low angle sprinkler system shall be used for the lawns and other green area including tree plantation.	96.
211-11	N/A	The project proponent shall inform to SEAC. / SEIAA regarding the transfer of	97.

98	for the project on the basis of	
99.	documents related to land possession submitted shall become invalid in case the actual land for the project site turns out to be different from the land considered at the time of appraisal of the project and mentioned in the EC.	The project will be executed within the land already under possession of DPT, as submitted in the application for Environment Clearance.
	such as NLA. permission, approvals for storage of diesel from PESO, Fire Department, Airports Authority of India etc., if applicable, shall be obtained by the project proponent from the competent authorities.	N/A
100	stipulated in the NLA. order, Development permission, Building Use permission, NOC obtained from Fire Department etc. shall be strictly complied with	N/A
	The project management shall also comply with all the environment protection measures, risk mitigation measures and safeguards proposed by them.	The environment protection measures, risk mitigation measures and safeguards proposed shall be complied.
102.	All the commitments/ undertakings given to the SEAC during the appraisal process for the purpose of environmental protection and management shall be strictly adhered to.	Point noted for compliance.
103.	The project proponent shall also comply with any additional condition that may be imposed by the SEAC or the SEIAA or any other competent authority for the purpose for the environmental protection and management.	Point noted for compliance.

104	At the terms & conditions prescribed in the amendment of EIA Notification — 2006 published by the MoEF&CC vide its Notification No, S.O. 3999(E) dated 9th December, 2016 shall be complied with letter & spirit.	notification 2006 shall be complied
105	The project proponent shall strictly comply with the Gujarat Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Rules 2003 as well as Gujarat Lifts & Escalators Rules as amended from time to time.	Point noted for compliance.
	No further expansion or modifications in the project likely to cause environmental impacts shall be carried out without obtaining prior Environment Clearance from the concerned authority.	in the compliance.
	The above conditions shall be enforced, inter-alia under the provisions of the water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act 1986 and the Hazardous Wastes (Management Handling and Tran boundary) Rules, 2008, Building and Other Construction Workers' (Regulation of Employment & Conditions of Service) Act-1996, The Gujarat Lifts and Escalators Act-2000 along with their amendments and rules.	As clarified in above points.
B. 01	HER CONDITIONS	
	The project proponent shall allocate the separate fund for Corporate Environment Responsibility (CER) in accordance to the MoEF&CC's Office Memorandum No. F.No.22- 65/2017-IA.IN dated 01/05/2018 to carry out the activities under CER in affected area around the project. The entire activities proposed under CER shall be monitored and the monitoring	An amount of Rs. 1.75 Cr., has been earmarked as the CER budget for the project. The same shall be spent in different phases and the same shall be notified.

	report shall be submitted to the regional office of MoEF&CC as a part of half-yearly compliance report and to district collector. The monitoring report shall be posted on the website of the project proponent.		
109.	earmark adequate funds to implement the conditions stipulated by Forest & Environment Department., GOG / SEIAA as well as GPCB along with the implementation schedule for all the conditions stipulated herein. The funds so provided shall not be diverted for any other purpose.	Point noted for compliance.	
	The applicant shall inform the public that the project has been accorded environmental clearance by the SEIAA and that the copies of the clearance letter are available with the GPCB and may also be seen at the Website of SEIAA/SEAC/GPCB. This shall be advertised within seven days from the date of the clearance letter, in at least two local newspapers that are widely circulated in the region, one of which shall be in the Gujarati language and the other in English. A copy each of the same shall be forwarded to the concerned Regional Office of the Ministry.	IPRCL got the advertisement published in EXIM INDIA (in English) and Kutchuday (in Gujarati) newspapers on dated 26/06/2020 and newspaper cuttings already sent to Regional office, Bhopal, MoEF&CC vide letter No.: EG/WK/4847(D)/III/922 dated 30/06/2020. The newspaper cuttings are attached as <b>Annexure – VIII</b> .	1
111.	It shall be mandatory for the project management to submit half-yearly compliance report in respect of the stipulated prior environmental clearance terms and conditions in soft copies to the regulatory authority concerned and shall be uploaded on website of Gujarat Real Estate Regulatory Authority, on 1 <sup>st</sup> June and 1 <sup>st</sup> December of each calendar year.	IPRCL shall submit the Compliance report periodically.	
112.	The project authorities shall also adhere to the stipulations made by the Gujarat Pollution Control Board.	IPRCL has submitted that the GPCB stipulations shall be adhered to	11.202

113.	The project authorities shall inform the GPCB, Regional Office of MoEF&CC and SEIAA about the date of financial closure and final approval of the project by the concerned authorities and the date of start of the project.	<ul> <li>(a) Date of start of project 01/10/2020.</li> <li>(b) Schedule date of completion 31/03/2023.</li> </ul>
114.	The SEIAA may revoke or suspend the clearance, if implementation of any of the above conditions is not found satisfactory. This environmental clearance is valid for seven years from the date of issue.	IPRCL has submitted that conditions provided in the clearance issued by SEIAA will be implemented properly.
115.	Any appeal against this environmental clearance shall lie with the National Green Tribunal, if preferred, within 2 period of 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.	Point noted for compliance.
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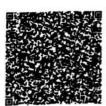
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# Memorandum of Understanding (MOU) 🖌

## MOU BETWEEN INDIAN PORT RAIL&ROPEWAY CORPORATION LIMITED(IPRCL) AND DEENDAYAL PORT TRUST

For Construction of Interchange cum Road Over Bridge (ROB) at LC 236 (Kutch Salt Junction) on NH 141 in the State of Gujarat on EPC mode.

This MOU No. \_\_\_\_\_dated \_\_\_\_\_made between Deendayal Port Trust(herein after referred to as CLIENT) which expression shall wherever the context so admits or requires include its successors and assigns of the FIRST PART and Indian Port Rail& Ropeway Corporation Limited (A Joint Venture Company, under Ministry of Shipping) having its Corporate Office at 4<sup>th</sup> Floor, Nirman Bhavan, Mumbai Port Trust Bldg., M.P Road, Mazgaon (E), Mumbai – 400 010, represented by authorized signatory nominated by the Managing Director (herein after referred to as PROJECT IMPLEMENTING AGENCY) through which expression shall wherever the context so admits or requires include its successors and assigns of the OTHER PART.

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#### WHEREAS

- The Client is interested to take up the execution of the work of Construction of Interchange cum Road over Bridge (ROB) at LC 236 (Kutch Salt Junction) on NH 141 in the State of Gujarat.
- The Client accordingly desires to avail the services of IPRCL for the purpose of execution of the Construction of Interchange cum Road over Bridge (ROB) at LC 236 (Kutch Salt Junction) on NH 141 in the State of Gujarat on EPC mode.
- IPRCL is willing to render their services to the Client for Construction of Interchange cum Road Over Bridge (ROB) at LC 236 (Kutch Salt Junction) on NH 141 in the State of Gujarat.
- Now therefore, in consideration of the mutual promises and covenants herein after contained, it is mutually agreed and declared by and between the parties here to as follows: -
- 5. The Work has been awarded in reference vide DPT's Letter dated 29.9.18, 29.10.19 & IPRCL Letter dated 25.06.18 & directions of Ministry dated 22.6.18.

#### **ARTICLE 1 – DEFINITIONS AND INTERPRETATIONS**

In this MOU, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them;

- 1.1 'AFFECTED PARTY' shall have the meaning set out in Article 11.
- 1.2 'MOU' means this MOU and includes annexure hereto or any amendments thereto made in accordance with the provisions contained in this MOU.
- 1.3 'APPLICABLE LAW' means all laws, promulgated or brought into force and effect by the Government of India or any other concerned State Government including regulations and rules made there under, and judgments and orders of the Supreme Court of India, as may be in force and effect during the subsistence of this MOU.
- 1.4 'APPLICABLE PERMITS' means all clearances, permits, license authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the design, engineering, financing, procurement, construction and commissioning of the project during the subsistence of this MOU.
- 1.5 'APPOINTED DATE' means the date of signing this MOU.
- 1.6 'APPROVAL and APPROVED' shall mean and include the written consent, either manuscript, type written or printed statement, under signature and seal, as the case may be, given from time to time by the Client or their authorized representative on documents, drawings or other particulars in relation to this MOU.

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- 1.7 'COMMENCEMENT DATE OF CONTRACT' with reference to Works Contract for actual execution of works shall mean the date of Issue of official 'Work Order' from IPRCL to EPC Contractor that may be the date which is later of the 15<sup>th</sup> day of the date of work contract, the date on which the contractor has delivered the performance security in accordance with the provisions of Work Contract and the date on which IPRCL has provided the Right of Way on no less than 90% (Ninety Percent) of the total length of Project Highway.
- 1.8 'COMPLETION COST OF PROJECT' shall mean the final cost of construction to be incurred for completing the entire scope of work for commissioning of projects for its regular operation as assessed after finalization of all payments to contractors and other miscellaneous charges having been incurred for completion of work and such cost will be payable by the Client to IPRCL for executing the work of the projects under this MOU. This will include all duties, taxes, cess and other statutory levies payable by IPRCL for execution of the project.
- 1.9 'CONSTRUCTION' shall mean and include all activities necessary for a particular project and carry out all other acts that are incidental and related thereto commissioning of the project.
- 1.10 'CONSULTANT' shall mean any agency appointed by the Client for Preparation of Detailed Project Report (DPR), Carrying out Project Management Consultancy (PMC) and construction of Project.
- 1.11 'CONTRACT' shall mean this MOU including all exhibits hereto and all documents herein specified and amendments which the parties may hereafter agree in writing to be made to this MOU.
- 1.12 'CONTRACTOR' means any agency appointed by the Client for carrying out construction of different types of works involved in the project.
- 1.13 'COORDINATING OFFICER' shall mean the official nominated by the client to whom all the matters related to the Project shall be referred to by IPRCL for views, decisions, help, approvals etc. as per Scope of services of the Contract and who shall provide and communicate such views, decision, help, approvals etc. to IPRCL on behalf of the Client.
- 1.14 'DETAILED ESTIMATE' shall mean the detailed cost estimate of Project.
- 1.15 'DOCUMENT' OR 'DOCUMENTATION' means documentation printed or in written form, tapes, discs, drawings, computer programmes, writings, reports, photographs, cassettes, or expressed in any other written, audio or in any electronic/media/visual form.
- 1.16 'DRAWING' shall mean and include engineering drawings, sketches showing plans, sections and elevations related to the project together with modification and/or revisions thereto.
- 1.17 'ENGINEER/ENGINEER IN CHARGE' shall mean the person nominated by the IPRCL and shall include those who are expressly authorized by IPRCL to act for

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and on behalf of IPRCL for the provision of the services related to this MOU.

- 1.18 'MEASUREMENTS' shall mean all measurements and calculations in the metric system and calculations done to two decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.
- 1.19 'MONTH' shall mean calendar month.

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- 1.20 'PROJECT AREA' shall mean the area in which the construction work is going on/ proposed to be undertaken for the concerned Port.
- 1.21 'PROJECT COMPLETION' with reference to Works Contract shall mean the readiness of the works in all respects for use, after attending to minor repairs/adjustments.
- 1.22 'PROJECT IMPLEMENTING AGENCY' shall mean position as a CONSULTANT with regards to Preparation of FSR(Final Survey Report), Preparation of DPR and PMC as regards to Construction of the project.
- 1.23 'PROJECT or WORKS' shall mean the construction of civil, electrical and mechanical works for as per LOA (Letter of Acceptance).
- 1.24 'QUARTER or QUARTERLY' shall mean a period of three months commencing from April of each financial year.
- 1.25 'SERVICES' shall mean the responsibilities to be discharged by IPRCL for fulfilling the obligation under this MOU.
- 1.26 'STANDARDS' shall mean the goods and equipment utilized for the Works in the project and shall conform to the standards mentioned in the Technical specifications or such other standards which ensure an equal or higher quality and when no applicable standard is mentioned, to the authoritative standard appropriate to the goods/equipment utilized in the works in India and such standard shall be the latest issued by the concerned Institution like Bureau of Indian standards etc.
- 1.27 'SUB-CONTRACTOR or SUB-CONSULTANT' means any agency appointed by IPRCL for carrying out Preparation of FSR and DPR,PMC and Construction of different types of works involved in the project.
- 1.28 'VENDOR' means any agency appointed by IPRCL/Sub Contractor for supply of Goods/Equipment for the Project.
- 1.29 'WORKS CONTRACT' means the contract awarded by IPRCL to the sub-contractor for execution of the project.
- 1.30 "ENCUMBRANCES" shall mean any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, attachment privilege or priority of any kind having the effect of security or other such obligations and shall

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)al rg include without limitation any designation of loss to payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the Project Area where applicable herein.

- 1.31 "FORCE MAJEURE" OR "FORCE MAJEURE EVENT" shall mean an act, event, condition or occurrence as specified in Article 11.
- 1.32 "GOOD INDUSTRY PRACTICE" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted from a reasonably skilled and experienced operator engaged in the same or similar type of undertaking as envisaged under this MOU and acting generally in accordance with the provisions of 'The Railways Act, 1989'and would inter-alia means good engineering practices in the design, engineering, construction and project management and which would be expected to result in the performance of its obligations by IPRCL and the Client and in the operation and maintenance of the Project in accordance with this MOU, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.
- 1.33 "GOVERNMENTAL AUTHORITY" includes Government of India hereinafter referred to as GOI, State Governments hereinafter referred to as GOS, any other department under the control of GOI or GOS having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of IPRCL under or pursuant to this MOU, and having the authority and jurisdiction to frame laws, by-laws and rules, regulations, etc relating to the Project.
- 1.34 "AUTHORITY FOR ISSUE OF WORK ORDER", Chief Engineer vide letter No. HW/WK/1008-V/624 dated 29.09.2018., communicating the project of DEENDAYAL PORT TRUST to be executed by IPRCL.
- 1.35 'COMPLETION PERIOD' with reference to Works Contract shall mean the period from the commencement date of contract to project completion date.
- 1.36 'PHYSICAL COMPLETION', with reference to works contract shall mean readiness of the works contract except in minor respects, which does not prevent occupation of the works for the purpose for which the works have been designed.
- 1.37 'SPECIFICATIONS' shall mean and include schedules, detailed descriptions, statement of technical data, performance characteristics and standards as applicable and specified in the Works Contract.
- 1.38 'TEST or TESTING' shall mean such process or processes to be carried out by the IPRCL as are prescribed in the works contract in order to ascertain quality, workmanship performance and efficiency of goods/ equipment or part thereof.

1.39 'WRITING' includes matter either in whole or in part, in manuscript, typewritten,

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lithographed, cyclostyled, photographed or printed form under or over signature or seal as the case may be.

1.40 In this MOU, unless the context otherwise requires:

(a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or reenactment or consolidation applies to or is capable of being applied to any transactions entered into hereunder;

(b) Reference to Indian Law shall include the relevant laws, acts, ordinances, rules, regulations, or bye laws framed under any statute which has the force of law in any State.

(c) The words importing singular shall include plural and vice versa, and words importing the-masculine shall include the feminine gender.

(d) The words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations, or other entities, duly incorporated.

(e) The headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this MOU.

(f) Terms and words beginning with capital letters and defined in this MOU shall have the meaning ascribed thereto herein, and the terms and words defined in the Appendices and used therein shall have the meaning ascribed thereto in the Appendices;

(g) The words "include" and "including" are to be construed without limitation; only to the subject concerned.

(h) Any reference to any point in time shall mean a reference to that point according to Indian Standard Time;

(i) Any reference to day shall mean a reference to a calendar day;

(j) Any reference to month shall mean a reference to a calendar month;

(k) The Appendices to this MOU form an integral part of this MOU and will be in full force and effect as though they were expressly set out in the body of this MOU;

(I) Any reference at any time to any MOU, deed, Instrument, license or document of any description shall be construed as reference to that MOU, deed, instrument, license or other document as amended, varied supplemented, modified or suspended at the time of such references;

(m) References to Recitals, Articles, sub-Articles, Paragraphs, or Appendices in this MOU shall except where the context otherwise requires, be deemed to be references to Recitals, Articles, sub-Articles, Paragraphs, and Appendices of a termination of the second secon

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this MOU.

(n) Any reference to any period commencing "from" a specified day or day and 'till' or 'until' a specified day or date shall include both such days and dates;

(o) The several documents forming this MOU are to be taken as mutually explanatory to one another and unless otherwise expressly provided elsewhere in this MOU, the priority of the following documents shall in the event of any conflict between them be in the order they are set out below

i) This MOU.

ii) All other documents forming part of this MOU.

i.e. documents at (i) above shall prevail over the documents at (ii) above.

#### ARTICLE 2 - SCOPE OF WORK AND OBLIGATION OF IPRCL:

The scope of the services to be rendered by the IPRCL for Construction of Interchange cum Road Over Bridge (ROB) at LC 236 (Kutch Salt Junction) on NH 141 In the State of Gujarat shall be as per requirement of DEENDAYAL PORT TRUST specified as under,

- 2.1. Detail survey of area and site investigation.
- 2.2. Detail Plan based on approved GAD Drawings and Diversions Plan with Railways and MoRTH standards
- 2.3. Preparation of Revised Estimated cost for the project & submission to DPT.
- 2.4. Invitation of tender to finalization of tender i.e. award of work to the successful bidder
- 2.5. To supervise the entire execution of work during construction and Operation & Maintenance phase.
- 2.6. Shifting / removing of all hindrances / utilities shall be included in the scope of the EPC Contractor to be appointed by the IPRCL and same shall be supervised by the IPRCL.
- 2.7. All statutory clearances including Environmental / CRZ / Pollution Control clearances required, if any, shall be obtained by the IPRCL.
- 2.8. To work out the data, drawings and plan of existing and proposed structures open/underground/concealed utilities etc. However, available data, plans, drawings, tender documents etc available with DPI shall be provided to IPRCL.
- 2.9. Ensuring that the construction is being carried out in accordance with the approved working designs, drawings and specifications and as per programme laid down in the Works Contract.

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- 2.10. Ensure quality control of the works contract including materials and workmanship, certify measurement of work executed, and releasing progressive payments based on physical realization/completion of works, as per approved procedure and schedule of payments to Sub-Contractors.
- 2.11. IPRCL shall take complete responsibility for Sanction of Extension of time for Works, with or without Liquidated damages, with full details including the effect on completion cost of works, if any as per Work contract. In case extension is granted with imposition of liquidated damages, the benefit of the same will be passed over to the client as the same is deducted from the contractor's bill.
- 2.12. Making available to client the documents pertaining to finalization or accounts and closing Works Contracts.
- 2.13. Ensure for settling the claims/disputes, if any on behalf of client. All amounts payable to the Sub-Contractor/Sub-Consultant on his claims decided by arbitration/courts client directly and agreed to by the sub-contractor/Sub-Consultant will be charged to the cost of works. For settlement of disputes, if any, with the Sub-Contractor/Sub-Consultant, IPRCL shall nominate the arbitrator.
- 2.14. If no Agreement is reached by discussions, the issue will be settled through Arbitration under Article 13 of this MOU. Pending decision by the Arbitrator, the amount covered by such items of award will be tentatively charged to cost of works.
- 2.15. Attend to the inspection, if any, carried out by Government Agencies such as central vigilance commission, railways and comply with their statutory requirement and effectively arrange for replying to their observations.
- 2.16. Getting defects if any rectified by the deployed Sub-Contractor during the 'Defect Liability Period'.

#### ARTICLE 3 - OBLIGATIONS OF THE CLIENT:

- i). To make available the land required for the proposed ROB including land for Diversion of road if required to construct ROB at same location..
- ii). To extend the help/co-ordination to M/s IPRCL for correspondence with State Government, local authorities as and when required.
- iii). To make available the funds to M/s IPRCL as per the agreed cash flow statement during the construction of the project
- iv). To make payment to State Government/Local authorities, on the recommendation of the M/s IPRCL, as required for any approvals or for utility shifting or payment for any other statutory works from such authorities.

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- v). Necessary Agreement with railway is to be executed by the DPT for ROB project on the advice/Technical vetting of M/s IPRCL and after completion of work ROB project is to be taken in possession by DPT.
- vi). All statutory fees, codal charges payable to railway etc. shall be paid by the DPT directly on advice of IPRCL.
- 3.1. The client will arrange to furnish existing layout plan for utilities and services, if any, in the area where new works are proposed.
- 3.2. The Client will nominate a suitable officer as the coordinating officer who shall perform the duties as listed in Article 1.13.
- 3.3. The Client shall permit or arrange to permit the entry of IPRCL's person for survey and collection of other data as required for executing the scope of work.

Client shall make reasonable efforts to assist IPRCL in obtaining clearances at both the Central and State Government levels for the performance of its rights and obligations under this MOU, if any, for the works and shifting/relocating existing utilities as necessary.

- 3.5. The Client will communicate their decisions whenever referred to, preferably within 15 days of such a request from IPRCL.
- 3.6. Any material property or other asset presently at the site to be replaced by new assets, property or material as the case may be are to be disposed of by the Client at their sole discretion; and if any credit is realized on account of such disposal, the same shall be credited to the Client and shall not be the part of Completion Cost of the Project.
- Client shall provide IPRCL's personnel assigned to site the following facilities comparable to clients own personnel for similar categories subject to availability on payment basis:
  - a) The Client shall provide office and quarters / accommodation with electric and water supply connection to IPRCL's personnel posted at site on payment of charges laid down by the Client subject to its availability.
  - b) The Client shall provide guest house accommodation to IPRCL's personnel visiting site on payment of charges laid down by the Client, subject to its availability.

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#### ARTICLE 4 – IPRCL'S Charges:

- IPRCL shall execute the work of ROB project on behalf of DPT on direct cost plus charges basis. The charges shall be as under.
- 4.1 The centage/charges for EPC mode of work execution:

a.	Contingency	2.8%
b.	IPRCL charges	3.0%
C.	Quality control	0.5%
d.	Road safety	0.5%
e.	Supervision (Independent Engineer)	4.0%

4.2 The supervision charges for independent engineer/Authority's Engineer of

4% as indicated shall be paid to IPRCL. IPRCL shall appoint independent

engineer/Authority's Engineer consulting firm through open bidding process

in transparent manner.

- 4.3 Direct cost of Project shall also include:
  - i) Charges for survey, design, payment for consultants for preparation of working drawings and completion drawings.
  - ii) Cost of complete ROB work to be executed including all Labour material, machinery required for completion of work include.
  - iii). Any other expenditure incurred at the instruction of the DPT.
  - iv). GST, other Statutory Dues or any cost overruns due to increase in taxes and duties as applicable during the Completion Period/Date of billing will be payable extra.
  - v). Stages of payment of remuneration to charges will be as per Annexure 'A'.
  - vi). After the execution of this MOU, Client shall pay to IPRCL, all the outstanding fees as per the bills issued by IPRCL till date.
  - 4.4 IPRCL's Fund Projection for Construction Activity:
  - a) DPT shall pay 10% of the Total Project Cost to IPRCL as advance for taking up the project in priority.
  - b) At the 1<sup>st</sup>day of the previous month of Every Quarter, IPRCL will make projection of funds as required for execution of each work as per which the Olient shall make payment to IPRCL. The amount will be interest free.

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- c) On the receipt of the Running Account bills of Sub-Contractors, the same shall be billed to the Client by IPRCL against the funds so received from the Client.
- d) Client shall deduct TDS as per provision of the Income Tax Act, 1961, as amended from time to time, on the payments made towards the fund projection for Construction.
- e) GST, other Statutory Dues or any cost overruns due to increase in taxes and duties as applicable during the Completion Period/Date of billing will be payable extra.
- f) GST on the cost will be levied as applicable under the extant rules.
- g) All payments made by the Client to IPRCL till date of MOU will be adjusted against the bills issued till date of MOU by IPRCL.

## ARTICLE 5 - COMPLETION COST OF WORK TO BE BORNE BY CLIENT:

- a) Gross amount paid to the Vendors, Structural Designers, Site Engineers etc and Construction Costs incurred towards Construction of the Projects as per this MOU.
- b) Cost of any materials supplied free to the IPRCL including Cost of handling, transportation and storage incurred by the client.
- c) Charges, if any, levied by the Local Authorities/Departments/Railways for approval of plans and services and for issue of "Completion/ No-Objection" Certificate for occupation of the works on completion.
- d) Charges, if any, levied by the Local Authorities / Providers of Services such as water Supply, Drainage, Sewerage, etc. for the shifting/relocation of utilities as well as their disconnection /connection.
- e) Cost of litigation, if any, with a Third party or individual organization to remove legal barriers in the execution works.
- f) Cost of testing materials/workmanship for items for which the IPRCL is not required to pay in terms of the provisions in the work contracts.
- g) Any amount paid/payable to the IPRCL/Sub-Contractor towards his claims as considered reasonable.
- h) Any amount paid/payable to the IPRCL/Sub-Contractor towards his claim not accepted by the client but decided in the favor of IPRCL by an Arbitrator or Court of Law.
- i) Any justified and acceptable claims made by the sub-contractor.
- j) IPRCL shall undertake the execution of the project under this MOU as per the Detailed Estimate approved by the client. In case of any increase in the cost of execution of the works irrespective of % in cost beyond sanctioned estimate before executing the same, IPRCL shall take prior consent of the Client. Such excess cost to be incurred shall form part of the "Completion Cost of the Project" which shall be the total cost to be paid by the Client to IPRCL.
- K) The Cost of hire charges of vehicle engaged on site is already included in IPRCL Charges and will not be claimed extra.

## ARTICLE 6-PROJECT PLANNING AND MONITORING AND PROGRESS REPORTING:

- 6.1.1. IPRCL shall submit an overall Projects Schedule in the form of a Network on time scale highlighting all major milestones of the Project. This shall be approved by
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the Client and would form the basis for monitoring as well as detailing function schedules. IPRCL shall update this document once in every quarter and submit to the Client.

- 6.1.2. Deficiencies, if any, pointed out by the Client, Concerned Chief Engineer of DPT or other such officers concerned during the inspection will be promptly attended to by IPRCL, to the extent each party is responsible for the deficiency to the entire satisfaction of the inspecting authorities.
- 6.1.3. During the construction, the Client shall be allowed to undertake periodic inspections through its own authorized representative to satisfy itself regarding the quality, progress and quantity before any payment to IPRCL. After the completion of all Construction Works, IPRCL shall be responsible for obtaining necessary Safety Certificate any other clearance issued by the concerned authorities for the Project as the case may be.

6.1.4. Monthly reports will be sent by IPRCL/Sub-Contractor to the client so as to reach him by Fifteenth of the next month as per format to be mutually agreed to.

6.1.5. Review meetings to be organized by the client will be held at mutually decided intervals either at site or at the client's office as decided by the Client and IPRCL.

## ARTICLE 7-PAYMENT TO IPRCL AND ACCOUNTAL PROCEDURE:

- 7.1 The IPRCL shall make financial projections for the funds at 1<sup>st</sup> day of the previous month of every Quarter. The Client shall release the funds on requisition of advance by IPRCL.
- 7.2 Billing and Payment shall be as follows:

a) IPRCL shall issue separate bills for the construction activity.[Refer Article 4.4].
 b) Any other taxes, which are levied as per the statutory provisions, if any, at the time of billing or construction period would also be borne by the Client.

- 7.3 Whenever the need arises for obtaining Revised Sanction of Expenditure from the Client, IPRCL shall take prompt action to approach the Client with full justification.
- 7.4 After completion of work, IPRCL will prepare detailed statement of accounts as per agreed formats covering various works contract wise and the expenditure thereof duly certified with necessary supporting documents, including copies of final bills and 'As built' drawings, duly certified by the IPRCL's Engineers containing all the details of the work.
- 7.5 If the Client fails to deposit the requisite amount or delays communicating decisions to IPRCL, leading to cost overrun then the Client shall be liable for payment of any additional costs incurred by IPRCL due to such delays.
- 7.6 In case of failure to meet the obligation on either side i.e, DPT or IPRCL shall bear the additional expenditure due to cost overrun.

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#### ARTICLE 8- DUE DILIGENCE, CLAIMS AND LIABILITIES:

The Client and IPRCL agree to abide by all principles of due diligence and good Industry Practices as well as provisions relating to exercise of diligence.

Any claims and liabilities arising out of the execution of the project shall be settled by IPRCL subject to the observances of all the normal rules and regulations of IPRCL in force at that time. Cost incurred on this account shall form part of the Completion Cost of the Project except cost due to negligence/failure on the part of IPRCL.

#### ARTICLE 9 - BREACH OF CONTRACT AND OTHER FAILURES TO PERFORM:

In the event of IPRCL or the Client being in material default unless arising as a result of Force Majeure of this MOU and such default is not cured before the expiry of the remedy period, the defaulting party shall pay to the other party as compensation, all direct additional costs suffered or incurred by the concerned party arising out of such material default, including cost of work carried out.

9.1 IPRCL's event of Default:

The following (unless arising as a result of Force Majeure Event or Client's default) shall constitute IPRCL's Events of Default:

- Non-performance of any acts set forth in this MOU for a continuous period of 60 days.
- ii. Repudiation of this MOU by IPRCL or the evidencing of an express intention by IPRCL not to be bound by the terms of this MOU.

9.2 Client's event of Default:

The following (unless arising as a result of Force Majeure Event or IPRCL's default) shall constitute Client's event of default:

- i. Repudiation of this MOU by the Client or the evidencing of an express intention by the Client not to be bound by the terms of this MOU.
- ii. Appointment of a provisional liquidator providing for winding up of the Client unless such appointment is set-aside.
- iii. Non- deposition of requisite amount to IPRCL as per Article 7 of this MOU.
- iv. Non-performance of any act set forth in this MOU for a continuous period of 60 days.
- 9.3 Consequences of Default:

In the event of IPRCL's Event of Default or Client's Event of Default ("Event of Default") the termination procedure as set out in the following clauses shall apply.

- 9.4 Notice of Intent to Terminate cum Remedy Period:
  - i. On the happening of any Event of Default as set out herein above, the nondefaulting party may initiate termination of this MOU by delivering a notice to the Defaulting Party of intention to terminate this MOU (Notice of Intent to Terminate).

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- ii. The Notice of Intent to terminate shall specify with reasonable details the defaults committed by the defaulting party, giving that Party 30 days ("Remedy Period") to cure the Event of Default.
- iii. During the Remedy Period, the Defaulting Party shall continue to undertake efforts to cure the default, and the Non Defaulting party shall not, by any act or omission, impede or otherwise interfere with the Defaulting party's endeavors to remedy the Event of Default.
- iv. During the Remedy Period, both the parties (Client and IPRCL) shall jointly make sincere efforts to resolve the differences, if any in the understanding by mutual discussions before resorting to termination procedure.
- v. During the Remedy period, both the parties (Client and IPRCL), save as otherwise provided herein, should continue to perform their respective obligations under this MOU.

9.5 Withdrawal of Notice of Intent to Terminate:

If, during the Remedy Period, the Defaulting Party rectifies or remedies the default to the satisfaction of the Non-Defaulting Party or the Non-Defaulting Party is satisfied with steps taken or proposed to be taken by the Defaulting Party in such a manner that the Event of Default giving rise to the Notice of Intent to Terminate has ceased to exist, the Non-Defaulting party shall withdraw the Notice of Intent to Terminate.

9.6 Termination:

- i. In the case that an event of default has not been rectified within the remedy period and except where the parties have otherwise agreed or the Event of Default giving a cause to the Notice of Intent to Terminate shall have ceased to exist, the Non-Defaulting party, may terminate this MOU by issuing a Final Termination Notice to the Defaulting party.
- Upon the issuing a final termination notice to the defaulting party, this MOU shall be terminated and the provisions of Articles 9.7 and 9.8 shall be applicable.

9.7 Compensation Payable by Client to IPRCL- Client's Event of Default:

In the event of Client's Event of Default, Client shall pay to IPRCL all reimbursements of advances and all financial and contracted liabilities and obligations made by IPRCL to sub- contractors/sub-consultants. Client shall also discharge on behalf of IPRCL all other liabilities both direct as well as consequential, which have been incurred by IPRCL towards fulfilling its obligations under the terms of this MOU.

9.8 Compensation Payable by IPRCL to the Client - IPRCL's Event of Default:

In the event of IPRCL's Event of Default, the Client shall have the option of getting the balance work executed and completed by another agency. In such an eventuality payment to IPRCL shall be made for the entire cost of work actually executed and the liabilities already incurred by IPRCL.

9.9 In the event of termination of this MOU, Client and IPRCL shall jointly inspect and

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Chief Engineer Decudayal Port Trust Scanned with CamScanner measure the works executed. IPRCL shall provide all documents or any data or records regarding the construction of the project to enable the Client to complete the construction works of the Project.

#### ARTICLE 10 - INDEMNITY

- The Client will indemnify, defend and hold IPRCL harmless against any and all i. proceedings, actions and third party claims (other than a claim by IPRCL or loss, damage and expenses of whatever kind and nature arising out of design, engineering, construction of the project and claims arising out of a breach by the Client of any of its obligations under this MOU except to the extent any such claim has arisen due to IPRCL's event of Default).
- IPRCL will indemnify, defend and hold the Client harmless against any and all ìi. proceedings, actions and third party claims for loss, damages and expenses of whatever kind and nature arising out of for defect in title and/ or the rights of IPRCL in the land comprised in the project Area adversely affecting the performance of the Client's obligations under this MOU and /or arising out of acts done in discharge of their lawful functions by IPRCL, its officers, servants, agents, subsidiaries and contractors including IPRCL's events of Default except to the extent that any such claim has arisen due to negligent act or omission, breach of contract or breach of statutory duty on the part of the Client.

#### ARTICLE 11 - FORCE MAJEURE

- 11.1 Force Majeure" shall mean any event or circumstance or combination of events or circumstances that materially and adversely affect the performance by either Party (the "Affected Party") of its obligations under this MOU (including by preventing or hindering or delaying such performance), but only if and to the extent that such events and circumstances in all possibility are not within the Affected Party's reasonable control. The following are the circumstances of Force Majeure to the extent that they or their consequences satisfy the above requirements:
  - a) The effect of natural elements or other acts of God, including but not limited to any storm, flood, drought, lightning, earthquake, cyclone or other natural disaster,
- b) Fire, accident, breakage of facilities or equipment, structural collapse or explosion which the Party claiming to have been subject to Force Majeure demonstrates to have been attributable to a cause other than Inherent defects of any equipment, or circumstances within the reasonable control of the Affected Party or its contractors,
  - epidemic or quarantine acts of war (whether declared or undeclared), sabotage, C) terrorism or acts of public enemy (including the acts of independent units or individuals engaged in activities of foreign program of irregular welfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbances, revolution, rebellion or insurrection, exercise of military or usurped power or any attempt at usurpation of power;
    - d) Radioactive contamination or ionization radiation.
    - e) Events of strikes, work to rule actions, go-slows or similar labour related problems caused in whole or in part by agitation or unrest having a severe impact on the project.
    - f) Any circumstance or event beyond the control of either party such as any legat

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proceedings related to land or the construction and agitation or similar steps taken by any member of public against implementing any part of the project on ground of environment, public interest or similar grounds.

#### 11.2 Duty to Report:

11.2.1 A Party claiming to be affected by an event of Force Majeure shall notify the other Party in writing of the occurrence of the event of Force Majeure as soon as reasonably practicable, and in any event, within 30 (thirty) days after the Affected Party knew, or ought reasonably to have known, of Force Majeure is likely to have on the performance of its obligations under this MOU. Any notice pursuant to this Article 11.2.1 shall include full particulars of:

The nature and extent of the event of Force Majeure which is the subject of any claim for relief under this Article 11.2.1 with evidence in support thereof;

- The estimated duration and effect or probable effect which such event of Force Majeure is having or will have on the Affected Party's performance of its obligations under this MOU; and
- The measures which the Affected Party is taking or proposes to take, to alleviate the impact of such event of Force Majeure; and
- Any other information the Affected Party wishes to present in support of its claim.
- 11.2.2 For so long as Affected Party continues to claim to be affected by such event of Force Majeure, it shall continue to provide to the other Party written reports every 7 days, containing information as required by this Article and such other information as the other Party may reasonably request the Affected Party to provide.
- 11.2.3 Any party claiming to have been affected by an event of Force Majeure shall not be entitled to any relief unless it has complied with all the provisions of this Article.

#### 11.3 Excuse from performance of obligations

- 11.3.1 An Affected Party who is rendered wholly or partially unable to perform its obligations under this MOU shall be excused from performance of such of its obligations as are directly and materially adversely affected by the event of Force Majeure, provided however that;
  - An obligation to make any payment or meet any financial obligation shall not be excused on account of an event of Force Majeure;
  - (b) The maximum period for which relief can be claimed by an Affected Party in respect of an event of Force Majeure shall not exceed sixty (60) days;
  - (c) the suspension of performance of its obligations by the Affected Party shall be of no greater scope and of no longer duration than is reasonably necessitated by the event of Force Majeure;
  - (d) the Affected Party shall continue to make all reasonable efforts to mitigate or limit the damage to the other Party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of or as a result of the other party arising out of other party arising out of

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or occurrence of such event of Force Majeure and to cure the same with due diligence' and

- (e) when the Affected Party is able to resume performance of its obligations under this MOU, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.
- 11.4 In the event the Force Majeure continues beyond 60 days, the affected party or parties shall mutually agree upon in writing for an alternative arrangement.
- 11.5 No Liability for other losses, damages, etc.

Save and except as expressly provided in this Article 11, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of the occurrence or existence of any event of Force Majeure or the exercise by it or any right pursuant to this Article 11.

1.6 Termination Notice

If a Force Majeure Event subsists for a continuous period of 60 (sixty) days, the MOU may be terminated by either party by giving a Termination Notice in writing.

## ARTICLE 12-SETTLEMENT OF DISPUTES THROUGH GOOD FAITH NEGOTIATIONS AND CONCILIATION

12.1 Good Faith Negotiation

The Parties shall endeavor, in the first instance, to resolve any dispute, dis MOU or difference arising out of or in connection with this MOU, including any question regarding its performance, existence, validity, termination and the rights and liabilities of the Parties to this MOU (a "Dispute") through good faith negotiations.

- 12.2 For the purpose of conducting good faith negotiations, each Party shall, within one month of the Appointed Date, designate in writing to the other Party a representative who shall be authorized to negotiate on its behalf with a view to resolving any Dispute (the "Representative"). Each such Representative shall remain so authorized until his replacement has been designated in writing to the other Party by the Party he represents.
- <sup>12.3</sup> Unless otherwise provided for in this MOU, the following provisions shall apply to the resolution of any Dispute:
  - i. The Dispute shall not be referred to Arbitration under Article 14, unless and until the provisions of this Article have been complied with.
  - ii. The representative of the Party which considers that a Dispute has arisen shall give to the Representative of the other Party, a written notice setting out the material particulars of the Dispute (a "Dispute Notice").
  - "Within thirty days, or such longer period as may be mutually agreed (the "Negotiation Date"), of the Dispute Notice having been delivered to the other

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Party, the Representatives of both Parties shall meet in person at the registered office of the Company or at any other designated place to attempt in good faith, and using their best endeavours at all times, to resolve the Dispute. Once the Dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the Parties (the "Settlement"); and If a settlement is not reached within thirty (30) days after the Negotiation Date, such Dispute shall be referred for Conciliation to one conciliator to be decided mutually.

#### **ARTICLE 13 – ARBITRATION**

- 13.1 If good faith negotiation and conciliation under Article 12 has not been able to resolve a Dispute, such Dispute shall be settled in terms of Office Memorandum No. 4 (1)/2011-DPE(PMA)-GL dated 12.06.2013 or issued by Ministry of Heavy Industries and Public Enterprises, Department of Public Enterprises and its amendment from time to time.
- 13.2 Any Party aggrieved by such award may make a further reference for setting aside or revision of the Award to the Secretary Shipping, Ministry of Shipping, Govt. of India.
  Upon such reference, the dispute shall be decided by the Secretary Shipping. Additional Secretary when so authorized by the Secretary Shipping, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

13.3 The place of arbitrations shall be Ahmedabad.

#### **ARTICLE 14 – WAIVERS**

14.1 Waiver by either Party of any default by other party in the observance and performance of any provision of or obligation of or under the MOU:-

- i. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this MOU.
- ii. Shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- iii. Shall not affect the validity or enforceability of this MOU in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this MOU or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

#### ARTICLE 15 - LABOUR LAWS

15.1 IPRCL shall undertake to ensure compliance of all labour laws which are applicable to their workmen and also obtain through suitable provision in the Works Contracts commitments by the sub-contractors to whom any part of the Works Contracts envisaged under this MOU is entrusted, in respect of their workmen. The Client will be the Principal Employer.

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- 15.2 IPRCL shall be responsible for all statutory obligations and any other laws in the above regard, in force from time to time, regarding employment or conditions of service of their Sub-Contractors and employees.
- 15.3 IPRCL shall ensure compliance by the Sub-Contractors of all safety rules as required under various statutes in India, through suitable provision in the works contracts.
- 15.4 IPRCL shall incorporate third party risk clause in all works contracts awarded by the Client, so as to ensure that the Client is held harmless and indemnified against any damage or injury to third party on account of any act or omission to act by the employees or representatives engaged for the execution of the work.

#### ARTICLE 16-MODIFICATION IN THE WORKS CONTRACTS.

#### Deleted

#### ARTICLE 17 - TIME SCHEDULE.

17.1 Time is the essence of Contract.

- 17.2 IPRCL shall furnish time schedule for activities mentioned in Article 2 to the Client.
- 17.3 IPRCL shall furnish to the Client a detailed time-schedule for execution of works including tendering process after finalization of the detailed estimate based on detailed designs and drawings.
- 17.4 IPRCL shall make all efforts to get the works executed as per the time schedule finalized by IPRCL with the Client.
- 17.5 IPRCL shall not be responsible for any delay in completion of the project and other consequential liabilities, due to failure of the Client to deposit with IPRCL, funds for execution of the project as per the stipulated schedules.

#### ARTICLE 18 - AMENDMENTS TO MOU:

Any amendments or modifications to this MOU must be in writing and shall be signed by both the parties.

### ARTICLE 19-TIME LIMIT FOR VALIDITY OF THIS MOU:

- <sup>19.1</sup> This MOU will be valid for 90 days beyond the date when all the following documents are made available by IPRCL to the Client.
  - A) Final accounting after closing of works (refer Article 7) Note: When there is no Arbitration/Court proceeding on any claim by works Contractor, The Final Accounts will be made out for each such work forming part of the project, in one part. When there is any Arbitration /Court Proceeding of any claim by the works Contractor, The Final Accounts for each work will submitted by IPRCL in two parts with the first comprising of all items other than

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AGM (P)/IPRCL Ahmedabad.

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those covered by Arbitration/Court Proceedings and second and final part comprising of items arising out of the Arbitration/Court Award.

- B) Two copies of "As Built Drawings" on reproducible paper.
- C) Insurance Policy on works, if any.
- <sup>192</sup> Any request for clarifications desired by the client on items in (a) above or any other item pertaining to the MOU or for copies of any missing documents should be made to IPRCL within a period of 30 days from the date of receipt by the Client of each of the documents in (a) above. If no such request is received within the period of 30 days as mentioned above, the Client shall be deemed to have waived his right to ask for such clarifications and copies of missing documents.
- Where the request for clarifications and/or copies of missing documents has been received within the period of 30 days as mentioned above and IPRCL fails to furnish his response within the limit of 30 days before expiry of validity of the MOU as defined in para (a) above, the Validity of MOU shall be automatically extended for a further period of 30 days from the date when the request of the client is complied with in IPRCL.

#### ARTICLE 20 -TERMINATION OF MOU:

- a) The MOU herein may be terminated at any time, if any unavoidable circumstance occurs, the either party (Client/IPRCL) by giving a written notice of two months to other party. With the termination of MOU, the Works Contracts will be operated by the client. Even after the termination of the MOU, IPRCL shall be liable and responsible for the due certification at any time, in respect of the Work executed before the termination of the MOU.
- b) In case there is any change in the constitution of IPRCL, the details will be promptly communicated to the Client. In the case the Client is in the opinion that this will affect the performance of the IPRCL under this MOU, the Client shall be entitled to terminate this MOU after giving due notice and entrust the work to some other agency.
- <sup>c)</sup> In case of the termination under para "a"or "b" IPRCL shall not be entitled to fees or compensation except the fees payable to them for the work actually executed. The amount of fess so payable shall be decided in mutual discussion between the Client and IPRCI
- <sup>d)</sup> In case of the Termination under para"a" the client may make use of all or any drawings, estimates or other documents prepared by IPRCL, after a reasonable payment for the services of IPRCL for preparation of the same.

## ARTICLE 21 - CONFIDENTIALITY:

Each party agrees to treat as confidential, all document and other information and negotiation concerning technical, economic and marketing information of other party in connection with this MOU and shall not disclose or make public any such information

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unless prior consent and approval of other party is obtained in order to disclose the same. However this restriction shall not be applicable in respect of any publicly available information.

## ARTICLE 22 - CHANGE IN LAW:

21 Definition:

- A) Change in Law shall mean the occurrence of any of the following events after the
  - a) The enactment of any new applicable law;
  - b) The modification, repeal or re-enactment (other than a re-enactment which merely consolidates or codifies existing applicable law) of any existing applicable law;
  - c) The commencement of any applicable law which had not at the Effective Date yet entered into effect except to the extent such applicable law was enacted prior to the Effective Date with a commencement after the Effective Date and such applicable law takes effect on that commencement date without material amendment;
  - d) Any change in the interpretation or application of any applicable law by judicial or other authority (including a court, tribunal or any other regulatory authority) having the authority to interpret or apply that applicable law or any interpretation of any applicable law by such authority which is contrary to the existing generally accepted interpretation thereof;
  - e) The revocation or cancellation (other than for cause) of any permit, or
  - f) Designation or re -designation of the Project, to the extent that such Change in Law has a material adverse effect on the rights and obligations of IPRCL under this MOU and that such event has not been caused due to the fault or negligence of IPRCL.
- B) Notwithstanding anything contained in clause (a) hereinabove, Change in Law shall not include any change in the tax laws or change in law in general applicability but which solely has an economic and financial impact on IPRCL.

2.2Notification of Change in Law:

- a) IPRCL shall, on the occurrence of a Change in Law, give notice of such Change in Law to the Client in accordance with the provisions of this Article22 as soon as it may be reasonably practicable.
- b) The notice served pursuant to this clause shall provide interalia, precise details of the Change in Law and the effect thereof on IPRCL.

<sup>22.3Consequences</sup> of Change in Law:

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- In the event that a Change in Law renders exercise by the IPRCL of any of its material rights or performance by the IPRCL of any of its material rights and obligations, unless such obligation is waived by a person having the power to do so under this MOU impossible, the IPRCL may serve a notice for termination of this MOU (Termination Notice). Provided that prior to service of the Termination Notice, the parties shall consult in good faith for a period of 180 days to mitigate the material adverse impact of the change in Law. In the event the parties are unable to agree to changes to the MOU to mitigate the impact of the Change in Law during the 180 day period, either party may refer the matter to dispute resolution in which case the Termination Notice shall stand suspended until such matter has been resolved in
- b) The parties hereby acknowledge and agree that IPRCL shall be entitled to serve a Termination Notice on the Client provided that the Change in Law results in physical or legal impossibility of performance of IPRCL's obligations or exercise of its rights under this MOU. The parties shall bear the respective impact of any economic consequences of Change in Law;

#### ARTICLE 23 - NOTICES

All notices under this MOU shall be in writing and are effective upon delivery to the applicable Party (whether by mail, fax, personal delivery or otherwise) at the address indicated below (or such other address as any Party may notify in writing to all the other Parties in accordance with the provisions of this MOU):

(i) If to IPRCL at:

> Indian Port Rail & Ropeway Corporation Limited. 4th Floor, Nirman Bhavan, Mumbai Port Trust Bldg., Mazgaon(E), Mumbai - 400 010. Email: iprclmumbai@gmail.com

(ii) If to Client at: Chief Engineer. Room No. 201, Annex, Administrative Office, DPT Gandhidham, kutch PIN 370201

## ARTICLE 24 - DELIVERY

Any notice, document or communication:

i. given by hand against acknowledgement is deemed to be received at commencement of the Business Day next following delivery to the address of the receiving Party set out in Article 24.

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sent by fax is deemed to be received at commencement of the Business Day next following receipt by the sending Party of an electronic confirmation of Íİ. transmission of the notice to that addressee, which transmission is to be confirmed by a courier transmission date-marked the same day as the fax transmission it is confirming.

## ARTICLE 25 - LANGUAGE

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All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this MOU shall be in writing and in English or Hindi language.

#### ARTICLE 26 - COUNTERPARTS

This MOU may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this MOU.

## ARTICLE 27- SIGNING OF MOU:

IN WITNESS HEREOF, the parties have hereunder signed the MOU, the date first

written.

Name: Suresh S. Patil

Name: Ashok Kumar Tiwari

For Indian Port Rail&Ropeway Corporation Ltd:

For Deendayal Port Trust

**Designation: Chief Engineer** 

Witness:

1) Huth (AP Trivedi) XENCH) 2) Argent (H. K. Bhukan) (DPT)

Designation: AGM (Projects)

#### **ANNEXURE A**

۰.

## Project Cost Estimate Approved by DPT Board as Follows:

Sr. No.	Head			
Α.	Civil Cost	Amount		
		Rs 208.56		
B. Centa	ages	Crores		
i)	Contingencies@2.8%			
ii)	IPRCL Charges@3%	Rs 5.21 Crores		
iii)	Quality Control @0.5%	Rs 5.59 Crores		
iv)	Road Safety @ 0.5%	Rs 0.93 Crores		
v)	Supervision/index	Rs 0.93 Crores		
vi)	Supervision(independent Engineer) Charges @ 4%	Rs 7.45 Crores		
	Localation Ellective (d) / / 5%	Rs 14.43 Crores		
vii)	Maintenance Charges @ 1.75%	Rs 3.26 Crores		
viii)	(Per KM Rs 10,00,000)	Rs 1.49 Crores		
	Total Cost of Centages	Rs 39.29 Crores		
	Add 18 % GST on centages	Rs 7.07 Crores		
	Total centages 'B' incl GST	Rs.46.36 Crores		
	Total estimated Project Cost (A+B)	Rs 254.92 Crores		

Stages of payment of remuneration to charges against Sr. No. (ii) and (v) i.e. 7% will be as under:

Stages of Payments	% Payable
On Issue of LOA by IPRCL	20%
On Value of Work Done (Pro-rata)	70%
On Final Completion of Work	10%
Total	100%

Note: The charges against s.no (i), (iii). (iv), (vi), (vii), (viii) Shall be on actual expenditure basis.

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# Annexure -I

### DEENDAYAL PORT AUTHORITY (Erstwhile: DEENDAYAL PORT TRUST)

Tel(O) : (02836) 220038, Fax : (02836) 220050 E Mail : kptdesignsection@gmail.com Website: www.deendayalport.gov.in



EG/WK/5202 (D)/ Part

To,

The Director (Env.) & Member Secretary, Forest & Environment Department, Govt. of Gujarat, Gujarat Coastal Zone Management Authority, Block No.14, 8th floor, Sachivalaya, Gandhinagar – 382 010. Administrative Office Building Post Box NO. 50 GANDHIDHAM (Kutch). Gujarat: 370 201. Fax: (02836) 220050 Ph.: (02836) 220038

Date: 0 /01/2023

<u>Sub:</u> Construction of Interchange cum Road Over Bridge (ROB) at LC-236 [Kutch salt junction] on N.H-141 to Nehru gate of Kandla port, Gandhidham, Kutch proposed by M/s Deendayal Port Authority – Six-monthly Compliance of conditions stipulated in the CRZ recommendations issued by GCZMA reg.

- Ref.: 1) GCZMA issued CRZ recommendation vide Letter No- ENV-10-2017-74-E dated 21/01/2018
  - 2) DPT letter no. EG/WK/5202 (D)/Part/34 dated 02/07/2021
  - 3) DPT letter no. EG/WK/5202 (D)/Part/147 dated 08/02/2022
  - 4) DPA letter no. EG/WK/5202 (D)/Part/124 dated 29/06/2022

Sir,

It is requested to kindly refer the above cited reference for the said subject.

In this connection, it is to state that, the Gujarat Coastal Zone Management Authority vide above referred letter dated 21.01.2018 had recommended the subject project of Deendayal Port Authority. Subsequently, the SEIAA, Gujarat had accorded the Environmental & CRZ Clearance vide EC Letter No. SEIAA/GUJ/EC&CRZ/8(b)/728/2020 dated 19.06.2020 for the subject project.

DPA had signed an MOU with M/s IPRCL vide Certificate no. IN-GJ95223355926842S dated 9/06/2020 wherein IPRCL was appointed as the Project Implementation Agency for the project.

Accordingly, as directed under Specific Condition No. 17 mentioned in the CRZ Clearance letter dated 21.01.2018 i.e. A six monthly report on compliance of the conditions mentioned in this letter shall have to be furnished by the DPA on a regular basis to this Department and MoEF&CC, GoI, **please find enclosed herewith compliance report of the stipulated conditions along with necessary annexure submitted by M/s IPRRCL for the period up to November, 2022** (**Annexure I**), for kind information & record please.

....cont....

Further as per MoEF&CC, Notification S.O.5845 (E) dated 26.11.2018, stated that "In the said notification, in paragraph 10, in sub-paragraph (ii), for the words "soft copy" shall be substituted". Accordingly, we are submitting herewith soft copy of the same via e-mail.

This has the approval of the Chief Engineer, Deendayal Port Authority.

Thanking You.

Yours faithfully, Manager (Env.) Deendayal Port Authority

#### Copy along with point wise compliance of stipulated conditions, to:

1) The Member Secretary, State Level Environmental Impact Assessment Authority, Gujarat, C/O, Gujarat Pollution Control Board Sector- 10 A, Gandhinagar-382 010. Email ID- <u>seiaaguj@yahoo.com</u>

2) Shri Prasoon Gargav,
 Scientist E & Regional Director,
 Central Pollution Control Board,
 Parivesh Bhawan,
 Opp. VMC Ward Office No.10, Subhanpura,
 Vadodara - 390 023.
 Email: prasoon.cpcb@nic.in

 Smt. Urvashi Upadhyay, Environment Engineer, Unit Head, Kachchh , Gujarat Pollution Control Board, Paryavaran Bhavan, Sector 10A, Gandhinagar- 382 010. Email-kut-uh-gpcb@gujarat.gov.in

4) The Regional Officer, Gujarat Pollution Control Board, Regional Office (East Kutch), Administrative Office Building, Deendayal Port Authority, Gandhidham. Email Id. <u>ro-gpcb-kute@gujarat.gov.in</u> Subject: Point-wise Compliance Status Report for CRZ clearance for proposed project for Construction of Interchange cum Road Over bridge at N.H 141 to Nehru Gate of Deendayal Port Trust, Kandla, Dist: Kutch by Deendayal Port Trust-reg.

Ref No: - GCZMA CRZ recommendation vide Letter No- ENV-10-2017-74-E dated 21.01.2018

S. No.	CRZ Conditions	Compliance Status
	SPECIFIC CONDITIONS	
1.	The DPT shall strictly adhere to the provisions of the CRZ Notification, 2011	submitted that it will adhere to all the
2.	Necessary permissions from different departments/ agencies under different laws/ acts shall be obtained before commencing any activity including the construction activities	provisions of CRZ Notification -2011. The Consent to Establish (CTE) from the GPCB had already been obtained vide CTE No. 89489 granted by the GPCB vide letter no. PC/CCA-KUTCH 1449/GPCB ID 56869 dated 03/10/2017 attached as Copy Annexure II of the EC Compliance. Copy of approved GAD enclosed as Annexure III of the EC Compliance.
3.	The DPT shall ensure that adequate culvert/passages are provided during construction of road and there shall be no obstruction of free flow of water.	IPRCL has submitted that a total of 15 culverts have been provided by the design consultant and it is being ensured that there is no obstruction to free flow of water. (Copy of GAD of Culverts attached as <b>Annexure VI of the EC Compliance</b> ).
	The DPT shall ensure that there shall not be any blockage of creek and free flow of water is maintained	IPRRCL (Project Implementation Agency) has submitted that it has been ensuring that no creeks or flow of water are being blocked due to any activity at the project site and the pipe culverts will be constructed at required location in creek for free flow of water.
	receptor to prevent the entry of the surface run-off from fuel and other contaminants into the wells and other surface bodies along the corridor.	IPRCL has submitted that there are no wells in the project area and it will be observed that there is no spillage of fuel at project area.
	No vehicle or equipments shall be parked or re fuelled near the water- body, so as to avoid contamination from fuel and lubricants	IPRCL has submitted that Vehicles and equipments are parked and refuelled at the site office area, and there is no sweet water

Addi. GENERAL MANAGER. (P)

S. No.	CRZ Conditions	Compliance Status	
		body near the site office.	
7.	Hot mix plants/concrete mix plants shall be located and operated in such a way that there shall be no Air pollution.	s IPRCL has submitted that only GPCB approved	
-		che cc compliance).	
8.	The DPT shall ensure that the quarry works, from which they will purchase raw materials, shall confirm to the norms and having necessary clearances from the respective authorities.	from which raw materials are purchased, conforms to the norms and has necessary	
Э.	The DPT shall make MOU with raw material supplier quarry/hot mix plants e.t.c in such a way that they will comply with all the terms and conditions mentioned in the CCA/NOC issued by the Gujarat Pollution Control Board.	aw IPRCL has submitted that the raw material are being purchased by the contractor directly hence M.O.U by DPT with supplier in not required. However, condition	
-			
0.	The DPT shall explore the possibility for using the fly ash @ 5%-10% to comply with the Fly Ash Notification	IPRCL has submitted that Fly ash is being used for ready mix concrete work.	
1	comply with the Fly Ash @ 5%-10% to comply with the Fly Ash Notification. The DPT shall make sure that all the wastes arising from the project shall be disposed of at identified sites in environmentally sound manner.	IPRRCL has submitted that solid waste generated from construction site & labor camp are being disposed off as per solid waste	
2.	The DPT shall make sure that all the wastes arising from the project shall be disposed of at identified sites in environmentally sound manner. There shall no discharge of any kind of wastewater/sewage/effluent into the creek/sea or in the CRZ areas.	IPRRCL has submitted that solid waste generated from construction site & Jabor came	
1 2.	The DPT shall implement all the creek/sea or in the CRZ areas.	IPRRCL has submitted that solid waste generated from construction site & labor camp are being disposed off as per solid waste management Rules-2016 by IPRRCL. IPRRCL has submitted that there is no discharge of any kind of wastewater/sewage/effluent into the	

Addi. GENERAL MANAGER. (P)

S. No.	CRZ Conditions	Compliance Status agency. It is ensured that no ground water is being tapped during the construction phase.		
	operation phases.			
15.	The DPT shall not discharge any kind of waste including the construction debris into the river/estuary or into the CRZ areas.	IPRRCL has submitted that there is no discharge of any kind of wastewater/sewage/effluent into the creek/sea or in the CRZ areas is being done.		
16.	The DPT shall ensure that the construction camps are kept outside the CRZ areas and the construction labour are provided with adequate	adequate amenities like drinking water, fuel, sanitation, etc. to the construction labourers to ensure that the existing environmental condition is not deteriorated by them.		
	amnesties like drinking water, fuel, sanitation etc. to ensure that the existing environmental condition is	to ensure that the existing environmental		
17.	amnesties like drinking water, fuel, sanitation etc. to ensure that the	to ensure that the existing environmental		

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Addl. GENERAL MANAGER. (P) IPRCL/GANDHIDHAM

## **Annexure -II**



## **GUJARAT POLLUTION CONTROL BOARD**

PARYAVARAN BHAVAN Sector-10-A, **Gandhinagar** 382 010 Phone : (079) 23222425 (079) 23232152 Fax : (079) 23232156 Website : www.gpcb.gov.in

<u>R.P.A.D</u>

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#### Consent to Establishment (NOC)

<u>CTE - 89489</u>

Date:

TO,

Kandla Port Trust \ Construction of Interchange Cum Road Over Bridge (56869), PLOT NO: Kandla port Trust Own Land, Gandhidham – 370201 DIST : Kutch,TAL : Gandhidham

SUB: Consent to Establishment (NOC) under Section 25 of Water Act 1974 and Section 21 of Air Act 1981.

REF: Your CTE Amendment Application Inward ID No. 126439 dated 3/10/17

Sir,

Without prejudice to the powers of this Board under the Water (Prevention and Control of Pollution) Act-1974, the Air Act-1981 and the Environment (Protection) Act-1986 and without reducing your responsibilities under the said Acts in any way, this is to inform you that this Board Grants **Consent to Establish (NOC)** for construction of interchange cum road over bridge at N H 141 to Nehru gate of Kandla port, Gandhidham kutch for 14.892 KM road at **KPT Gandhidham, DIST: KUTCH** 

#### The validity period of the order shall be up to 2/10/2022

No. PC/CCA-KUTCH-...1449 ./GPCB ID...56869../

#### SUBJECT TO THE FOLLOWING SPECIFIC CONDITIONS:

- 1. This CTE –89489 is granted subject to condition that you shall not start any construction activities prior to obtaining of EC and CRZ clearance from competent authority for their interchange cum road bridge of 14.892 KM.
- 2. No ground water shall be used without obtaining prior approval from the authority
- 3. Unit Shall adhere to all condition of TOR issued by SEIAA vide order No. SEIAA/GUJ/Tor/8(b) /471/2017 dated 29.4.2017

#### 1. CONDITIONS UNDER WATER ACT 1974:

- 1.1 The generation of effluent construction operations shall not exceed of 16 kl/day and water shall be used for sprinkling purpose by dust suppression purpose.
- 1.2 The sewage shall be disposed through septic tank.

#### 2. CONDITIONS UNDER AIR ACT 1981:

4.1 There shall be no flue gas emission and process emission from construction activity and other ancillary emission.

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## Clean Gujarat Green Gujarat

ISO-9001-2008 & ISO-14001 - 2004 Certified Organisation

4.2 The concentration of the following parameters in the ambient air within the premises of the industry shall not exceed the limits specified hereunder as per national Ambient Air Quality Emission Standards issued by Ministry of Environment and Forest dated 16<sup>th</sup> November-2009.

No.	Pollutant	Time Weighted Average	Concentration in Ambient air in µg/M <sup>3</sup>
1.	Sulphur Dioxide (SO <sub>2</sub> )	Annual	50
<u> </u>		24 Hours	80
2	Nitrogen Dioxide (NO2)	Annual	40
		24 Hours	80
3.	Particulate Matter	Annual	60
	(Size less than 10 µm) OR PM <sub>10</sub>	24 Hours	100
4.	Particulate Matter	Annual	40
	(Size less than 2.5 µm) OR PM 2.5	24 Hours	60

- a. The applicant shall provide portholes, ladder, platform etc at chimney(s) for monitoring the air emissions and the same shall be open for inspection to/and for use of Board's staff. The chimney(s) vents attached to various sources of emission shall be designed by numbers such as S-1, S-2, etc. and these shall be painted / displayed to facilitate identification.
- b. The concentration of Noise in ambient air within the premises of industrial unit shall not exceed following levels:
   Between 6 A.M. and 10 P.M.: 75 dB(A) Between 10 P.M. and 6 A.M.: 70 dB (A)

#### CONDITIONS UNDER HAZARDOUS WASTE:

- 5.1 Applicant shall have to comply with provisions of Hazardous waste (Management, Handling & Trans boundary movement) Rule-2016.
- 5.2 The applicant shall obtain membership of common TSDF site for disposal of Hazardous Waste (Management, Handling & Trans Boundary Movement) Rules-2008 waste as categorized in Hazardous waste (Management, Handling & Transboundary movement) Rule-2016.
- 5.3 The applicant shall obtain membership of common Hazardous waste incinerator for disposal of incinerable waste.
- 5.4 The applicant shall provide temporary storage facilities for each type of hazardous Waste as per Hazardous Waste (Management, Handling & Trans boundary movement) Rule-2016.

#### GENERAL CONDITION:

- 6.1 Unit shall develop green belt on road side as per the CPCB guidelines. However, if the adequate land is not available within premises, the unit shall tie up with local agencies like gram panchayat, school, social forestry office etc. for the plantation at suitable open land in nearby locality and submit an action plan of plantation for next three years to GPCB.
- 6.2 In case of change of ownership/management the name and address of the new owners/partners/directors/proprietor should immediately be intimated to the Board.
- 6.3 The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gaseous emission or sewage waste from the proposed industrial plant. The applicant is required to make applications to this Board for this purpose in the prescribed forms under the provisions of the Water Act-1974, the Air Act-1981 and the Environment (Protection) Act-1986.
- 6.4 The overall noise level in and around the plant area shall be kept well within the standards by providing noise control measures including engineering control like acoustic insulation hoods, silencers, enclosures etc on all sources of noise generation. The ambient noise level shall conform to the standards prescribed under the Environment (Protection) Act, 1986 & Rules.
- 6.5 Applicant is required to comply with the manufacturing, Storage and Import of Hazardous Chemicals Rules-1989 framed under the Environment (Protection) Act-1986.

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- 6.6 If it is established by any competent authority that the damage is caused due to their industrial activities to any person or his property in that case they are obliged to pay the compensation as determined by the competent authority.
- 6.7 Applicant shall have to comply with all Guidelines/Directive issued/ being issued by MoEF/CPCB/DoEF from time to time.
- 6.8 Applicant shall not use/withdraw ground water either during construction and /or operation phase.

outward No. 429714 Odela212011

- 6.9 Environmental cell shall be setup and shall be responsible for the total Environmental management.
- 6.10 Monitoring in respect to Air, Water, Noise level shall be carried out and results shall be submitted to this Board on quarterly basis.

#### For and on behalf of Gujarat Pollution Control Board

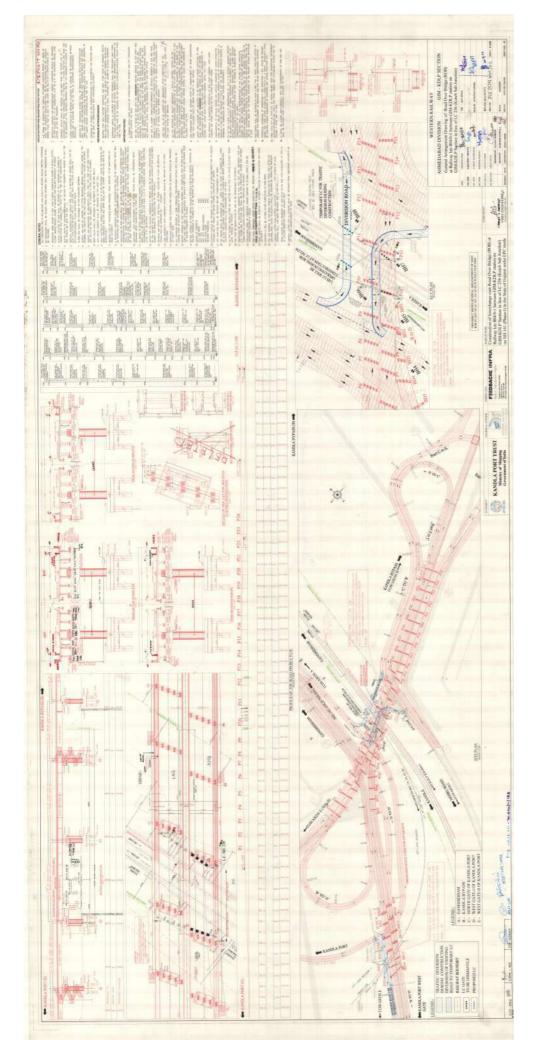
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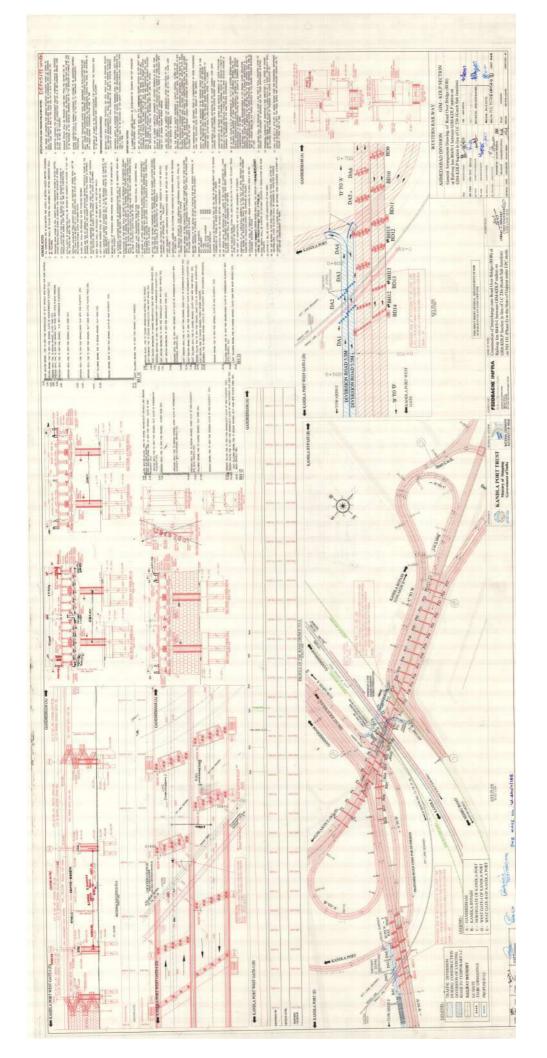
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(P.J. Vachhani) Senior Environment Engineer

## **Annexure -III**





# **Annexure -IV**



इंडियन पोर्ट रेल कारपोरेशन लिमिटेड ( भारत सरकार का उपक्रम ) Indian Port Rail Corporation Ltd. (A Government of India Enterprise) CIN No: U60300DL2015GOI282703



Construction of Interchange cum Road Over Bridge (ROB) at LC 236 (Kutch Salt - Junction) on NH 141 (Phase- I) in the State of Gujarat under EPC mode.

#### **EPC Contractor:**

#### Niraj – Patel JV

BBZ S 60, "NEELKANTH", ZANDA CHOWK, GANDHIDHAM, KUTCH, GUJARAT - 370201.



#### Design of ROB Super Structure @ Ch.0+639

#### Sep 2020

#### **Design Consultants:**



#### Nivedita Consultants

B – 98, Sector – A, Sanik Vihar Colony, Nandanagar, Kunraghat, Gorakhpur – 273008 (UP) Phone: +91-0124-4054562; email: <u>nivcons@gmail.com</u>

AUTHORITY:



इंडियन पोर्ट रेज कारपोरेशन लिमिटेड (आरत सरकार का उपक्रम) Indian Port Rail Corporation Ltd. (A Government of India Enterprise) CIN No: U60300DL2015GO1282703



#### PROJECT: Construction of Interchange cum ROB

Construction of Interchange cum Road Over Bridge (ROB) at LC 236 (Kutch salt junctio) on NH 141 (Phase-1) in the state of Gujrath under EPC mode.

#### EPC CONTRACTOR:

M/S NIRAJ-PATEL JV

BBZ S 60, "Neelkanth" Zanda chowl, Gandhidhsm, Kutch, Gujrat- 370201

#### THIRD PARTY PROOF CONSULTANT:



Indian Institute of Technology (BHU) Varanasi IIT-BHU, Banaras Hindu University Campus,

Uttar Pradesh 221005

#### PROOF CONSULTANT:

Ning Naya

M/s Nitya Nayra Civil Solution PVT. LTD

1/70, TF-1, MIG SEC-1, Vasundhra, Ghaziabad - 201 012, Uttar Pradesh, India

### TITLE OF DOCUMENT: Design of ROB Super structure at CH:0+639.1

Doc. Number:	KUT-SUP STR-ROB-RLY-CH"0+639.1-DN-01	Prepared By:	CN
Rev. No:	R0	Checked By:	NK
Date:	29/8/2020	Approved By:	NK

Date:	Rev No.	Revision	By
29/8/2020	R0	For Review and Approval	CN

DESIGN CONSULTANT:	email: <u>nivcons@gmail.com</u>
<b>P</b> Nivedita Consultants	Nivedita Consulting B – 98, Sector – A, Sanik Vihar Colony, Nandanagar, Kunraghat, Gorakhpur – 273008 (UP) Phone: +91-0124-4054562;

Project:	Construction of Interchange cum ROB		
Doc. Title	Design of ROB Super structure at CH:0+639.1	2º Nivedita Consultant	
Doc. no.	KUT-SUP STR-ROB-RLY-CH"0+639.1-DN-01	Rev. R0	

## Design of Super Structure

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2	Design of RCC I Girder and Diaphragm	389	-	486	
3	Design of RCC Deck Slab	487	-	510	
		-			
				-	

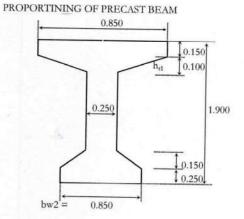
1

Design of PSC I - Girder

Project:	Construction of Interchange cum ROB	9		
Doc. Title	Design of ROB Super structure at CH:0+639.1	1 Ni	vedita Cons	ultants
Doc. no.	KUT-SUP STR-ROB-RLY-CH"0+639.1-DN-01	Rev.		PO
	·	Kev.		RO

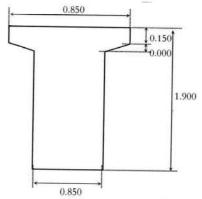
SALIENT FEATURES OF THE BRIDGE DECK: SL ----1--

Skew angle	-	20 deg.	
Span c/c of Exp. J.	=	30.0 m	
Exp. Gap		42.6 mm	
c/L of brg. to c/L of exp. J		0.69 m	
Span c/c of brg.		28.617 m	(SK)
Overall span	=	29.957 m	(SK)
Overhang beyond c/L brg.	=	0.670 m	(SK)
Thickness of End Cross-Girder	1	0.851 m	
Thickness of Intermidate Cross-Girder	=	0.319 m	(SK) (SK)
Girder overhang beyond c/l brg,	=	0.000 m	(5K)
Overall Length of Girder	=	28.10 m	(SK)
c/L of temporary brg. from face of girder	=	0.65 m	(SK)
c/L of permanent brg. to face of end cross girder	=	0.426 m	
Overall carriageway width	=	13.4 m	
Wearing Coat Thickness	-		
0	100	65 mm	
Depth of Precast Beam	=	1.900 m	
Thickness of Cast-in-situ deck	=	0.230 m	
Overall depth Beam +slab	=	2.130 m	
c/c of girder (transvers direction)	=	3.5 m	
Nos. of Girder	= -	4 Nos.	
Deck cantilever in transverse direction	=	1.45 m	
Density of Concrete	=	$2.5 t/m^3$	
Size of bearing		0.600 x	0.600
		10.00 M M	0.000



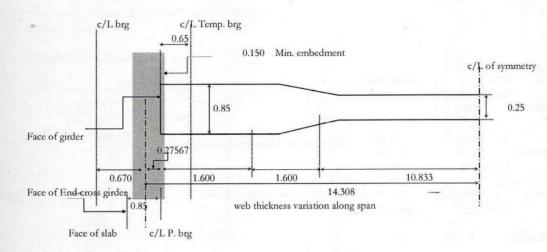
Section at Mid Span

1	0.600 (Long)	x	0.600 (Trans)	m	



Section at Support

Project:	Construction of Interchange cum ROB	9		
Doc. Title Design of ROB Super structure at CH:0+639.1		E An	redita Cons	sultants
Doc. no.	KUT-SUP STR-ROB-RLY-CH"0+639.1-DN-01	Rev.	-	R0



Section At		Face	Jacking	c/L brg.	c/L brg.	Te	deff	L/8	TS	2L/8	3L/8	4L/8
Dist. From c/L Perma	inent brg. (m)	0.00	0.15	0.00	0.00	1.60	1.81	3.58	3.20	7.15	10.73	14.31
Dist. From face of gird	ler (m)	0.00	-0.15	0.00	0.00	1.60	1.81	3.51	3.20	7.02	10.54	14.05
Dist. From jacking po	int (m)	-0.15	0.00	0.28	0.28	1.45	1.66	3.36	3.05	6.87	10.39	13.90
Dist. From c/L temp.	brg. (m)	0.00	0.15	-0.65	-0.65	0.95	1.16	2.86	2.55	6.37	9.89	13.40
bw	m	0.85	0.85	0.85	0.85	0.85	0.78266	0.250	0.3381832	0.25	0.25	0.25

Overall depth of composite girder deff

2.130 m 1.811 \*/Assumed 0.85 times of overall depth

MATERIAL USED :		
Grade of Reinforcement		=
fyk		=
Modulus of Elasticity	Es	=
Cast insitu deck		=
fck		=
fcm		=
Ecm		=
Precast Beam		=
fck		=
fcm		=
Ecm		=
fctk,0.05		=
		=

Fe 500 500 Mpa 200000 Mpa M 40 40 Mpa 50 MPa 33000 MPa

M 45 45 55 MPa 34000 MPa

57 %

SEVERE

Characteristic axial tensile strength of concrete 2.3 MPa

ANALYSES ASSUMPTION Enviromental parameters Relative humidity Exposure condition

MANA GANDHIDHAM

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Project:	Construction of Interchange cum ROB	P Niv	edita Cons	ultants
Doc. Title Design of ROB Super structure at CH:0+639.1			cuiru cons	
Doc. no.	KUT-SUP STR-ROB-RLY-CH"0+639.1-DN-01	Rev.	•	R0

10000000000

1.2E-05 /°C Coefficent of thermal expansion =

#### FOR PRECAST BEAM of Elasticit

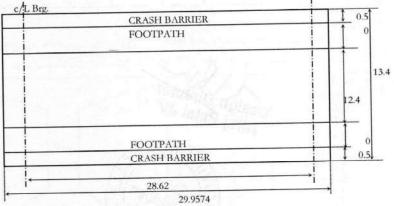
Modulus of Elasticity For short Term loading	Ecm	=		34000 Mpa	
For long Term loading	Ecm'	=	]	Ecm/ (1+\$)	
$\phi$ = Creep coefficent					
Creep					
Cross-sectional Area	Ac	=		1.51 m <sup>2</sup>	(Composite Outer Girder at mid span considered)
Perimeter in contact with atmosphere u		=		8.56 m	
Notational size ho	2Ac/u	=		352 mm	
$\phi(\infty)$		=		1.53 (Refer	Appendix B)
ψ (~··)		≅	-	1.68 *(Incre	ased by 10% on the conservative side)
	Ecm'	=		12682.7 N/mm	n <sup>2</sup>

#### SERVICEABILITY LIMIT STATE :

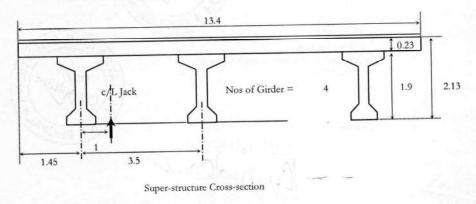
Rare Combination				
Max permissible Stress in Concrete	=	0.48*fck(t)		
Max permissible tensile Stress in Cond	crete			
fctm	=	-3.3 Mpa	=fctm ( mean tensile strength)	

Quasi permanent Combination

Max permissible Stress in C	oncrete	=	0.36*fck(t)	
Max permissible Stress in St		=	0.8*fyk =	400 Mpa
Permissible crack width	w <sub>k,max</sub>	=	0.2 mm	



PLAN

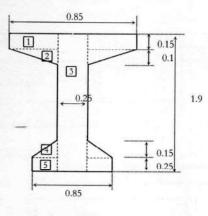


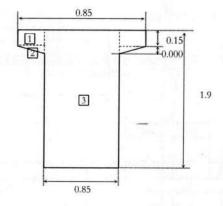
Project:	Construction of Interchange cum ROB	9	1.1.1	
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Doc. no.	KUT-SUP STR-ROB-RLY-CH"0+639.1-DN-01	Rev.	-	RO

#### PROPERTY CALCULATION OF PRECAST BEAM:-

Density of concrete =  $2.5 \text{ t/m}^3$ 

A) INNER/ OUTER GIRDER :





Section at Mid Span

0.790

в

Section Property At Support Section

х

D

Section at Support

Section Property At Mid Span

UDL

=

Element Factor

Element No.	P	B	D		A	cgy	IZZ	cg <sub>z'</sub>	I <sub>yy</sub>
	Factor	m	m	Nos.	m <sup>2</sup>	m	m <sup>4</sup>	m	m <sup>4</sup>
1	1	0.300	0.15	2	0.0900	0.075	0.080	0.275	0.00748
2	0.5	0.300	0.1	2	0.0300	0.18333	0.021	0.225	0.00167
3	1	0.25	1.9	1	0.475	0.95	0.145	0	0.00247
4	0.5	0.3	0.15	2	0.045	1.60	0.015	0.275	0.00363
5	1	0.3	0.25	2	0.150	1.78	0.087	0.225	0.00872
Total					0.7900	1.015	0.348		0.0240

- -

A

Niral Patel JV



A GROADS ILE & ANNING BURNER

No.	Factor	m	m	Nos.	m <sup>2</sup>	m	m <sup>4</sup>	m	m <sup>4</sup>	
1	1	0.000	0.15	2	0.000	0.075	0.000	0.425	0	
2	0.5	0.000	0.00	2	0.0000	0.15	0.000	0.425	0	
3	1	0.85	1.9	1	1.615	0.95	0.486	0	0.09724	
Total					1.615	0.950	0.486		0.0972	

2.5

Nos.

UDL = 1.615 x 2.5 = 4.04 t/m

Section At unit Dist. From c/L brg. m		unit	Face	Jacking	c/L brg.	c/L brg.	deff	Te	L/8	TS	2L/8	3L/8	4L/8
		m	0	0.15	0	0	1.8105	1.600	3.577	3.200	7.154	10.731	14.308
web width	bw	m	0.85	0.85	0.85	0.85	0.78266	0.85	0.25	0.33818	0.25	0.25	0.25
Area	A	m <sup>2</sup>	1.615	1.615	1.615	1.615	1.522	1.615	0.790	0.911	0.790	0.790	0.790
IZZ		m <sup>4</sup>	0.486	0.486	0.486	0.486	0.470	0.486	0.348	0.368	0.348	0.348	0.348
Іуу		m <sup>4</sup>	0.097	0.097	0.097	0.097	0.089	0.097	0.024	0.035	0.024	0.024	0.024
yb	and the second	m	0.950	0.950	0.950	0.950	0.943	0.950	0.885	0.895	0.885	0.885	0.885
yt		m	0.950	0.950	0.950	0.950	0.957	0.950	1.015	1.005	1.015	1.015	1.015

1.98 t/m

cgy

IZZ

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Iyy

cgz'

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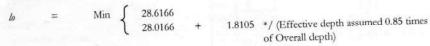
	Construction of Interchange cum ROB	P Nivedita Consultants	
Doc. Title	Design of ROB Super structure at CH:0+639.1	Rev R0	
Doc. no.	KUT-SUP STR-ROB-RLY-CH"0+639.1-DN-01		-

# EFFECTIVE WIDTH CALCULATION :

Effective Span lo

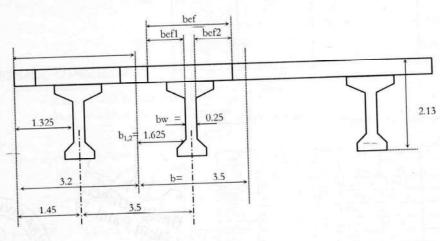
Distance from bearing to bearing Clear distance b/w supports + Effetive depth O O O O O O

Bearing Size in Longitudinal dir." = 0.6 m



=

*lo* = 28.617 m



b.

Min {

# beff. CALCULATION FOR INNER GIRDER :

b<sub>1,2</sub> = 1.625

beff	=	3.5 m		
beff	-	$ \begin{array}{ll} \text{Min} & \left\{ \sum_{b} \text{beff,i} + bw \\ b \end{array} \right. $	=	3.5 m
1 00	-	Min $\int \Sigma \text{ beff i} + \text{bw}$	=	6.62331 m
beff <sub>1,2</sub>	=	3.18666 m		
Den <sub>1,2</sub>		$\operatorname{Min}  \begin{cases} 0.2 \text{ bi } + 0.1 \text{ bi} \\ 0.2 \text{ bi} \end{cases}$	=	5.72331 m
beff <sub>1,2</sub>	-	Min $\int 0.2  \text{bi} + 0.1  \text{b}$	=	3.2 m

# beff. CALCULATION FOR OUTER GIRDER :

beff	=	3.2 m		
beff -	=	$\operatorname{Min} = \begin{cases} \sum \operatorname{beff}_i + \operatorname{bw} \\ \operatorname{b} \end{cases}$	ų u	- 6.56331 m 3.2 m
beff <sub>2</sub>	=	3.18666 m	120	Start,
beff <sub>2</sub>	=	$\operatorname{Min}  \begin{cases} 0.2 \text{ bi } + 0.1 \text{ lo} \\ 0.2 \text{ lo} \end{cases}$	=	3.2 m 5.7 m
beff <sub>1</sub>	=	3.12666 m		
beff <sub>1</sub>	=	$\operatorname{Min}  \begin{cases} 0.2 \text{ bi } + 0.1 \text{ bi} \\ 0.2 \text{ bi} \end{cases}$	=	3.1 m 5.72331 m
b <sub>1</sub>	=	1.325 m		02

1.63 m

Doc. Title     Design of ROB Super structure at CH:0+639.1       Doc. Title     Design of ROB Super structure at CH:0+639.1-DN-01       Doc. no.     KUT-SUP STR-ROB-RLY-CH"0+639.1-DN-01	Projecti	Construction of Interchange cum ROB	- Sville	Concultante
1.0	1 100 T	2+ (	PHROATE T	CORSERVATION
	Doc, Title	Design of NOD super subsection an extra section of the	Par	R(
	Dar an	KTIT-SLIP STR-ROB-RLY-CH"0+639.1-DN-01	INCV.	
	TAUC: HO.			

(IRC 112 / clause 10.3.2 (2)) D) CHECK FOR SHEAR :

Check of Shear Reinforcement Requirement	forcemen	r Requireme	nt	N. S. S. S. C. M.		-			F		-	
Load comb.	V ED	e e	βV <sub>ED</sub>	σ	hw	k= Nin [ 1 + التا التا الت	Asl	, b wd/lzA ] niM = tq [ 20.0	$v_{\min} = 0.031  k^{3/2}$	đ	$V_{Rdc} = Max [ (0.12 b (80 p1 fck)^{0.33} + (0.15 \sigma_{cp}) bw d , (V_{min} + 0.15 \sigma_{cp}) bw d ] d ]$	Check
H			T	mm	mm		mm <sup>2</sup>		N	Mpa	Tonne	
Cantilever Portion					Con Lings							
Cantilever (Girder Top Flange Face) 10.06	Cop Flang 10.06	e Face)	10.06	6 179	1000	2.000	2.000 1330.557	0.0074	0.555	0	0 12.2251	No Shear reinf. Required
Cantilever (Girder Web Face) 13.98	Web Face) 13.98		13.98	8 429	1000	1.683	1330.557	0.0031	0.428	0	0 18.4751	No Shear reinf. Required
Intermediate supports Girder Top Flage Face 11.	oorts ace 11.17		L11 1	17 179	1000	2.000	1330.557	0.0074	0.555	0	0 12.2251	No Shear reinf. Required
Girder web Face	17.41		1 17.41	1 429	1000	1.683	1330.557	0.0031	0.428	0	0 18.4751	No Shear reinf. Required
Intermediate span Intermediate Mid Span	2 pan 8.55		1 8.5	55 179	000		2.000 1330.557	0.0074	0.555	0	0 12.2251	No Shear reinf. Required
						The second second						

Design Director Niraj Patel JV





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Un MANAGER (P) / IPRCL GANDHIDHAM



इंडियन पोर्ट रेन कारपोरेशन निमिटेड (भारत सरकार का उपक्रम) Indian Port Rail Corporation Ltd. (A Government of India Enterprise) CIN No: U60300DL2015GOI282703



Construction of Interchange cum Road Over Bridge (ROB) at LC 236 (Kutch Salt - Junction) on NH 141 (Phase- I) in the State of Gujarat under EPC mode.

#### **EPC** Contractor:

BEZ S 50, "NEELKANTH", ZANDA CHOWK, CANCH DHAM, KUTCH, GUJARAT - 370201.



# Design of ROB Test Pile @ Ch.0+639

Sep 2020

lestion Consultants:



# Nivedita Consultants

Sector – A, Sanik Vihar Colony, Nandanagar, Kunraghat, Gorakhpur – Construction (UP) Phone: +91-0124-4054562; email: <u>nivcons@gmail.com</u>

#### AUTHORITY:



इंडियन पोर्ट रेज कारपोरेशन विमिटेड ( भारत सरकार का उपक्रम ) Indian Port Rail Corporation Ltd. (A Government of India Enterprise) CIN No: U60300DL2015G01282703



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#### EPC CONTRACTOR:

#### M/S NIRAJ-PATEL JV

BBZ S 60, "Neelkanth" Zanda chowl, Gandhidhsm, Kutch, Gujrat- 370201

### THIRD PARTY PROOF CONSULTANT:

Indian Institute of Technology (BHU) Varanasi

IIT-BHU, Banaras Hindu University Campus,

Uttar Pradesh 221005

#### PROOF CONSULTANT:



M/s Nitya Nayra Civil Solution PVT. LTD

1/70, TF-1, MIG SEC-1, Vasundhra, Ghaziabad - 201 012, Uttar Pradesh, India

# TITLE OF DOCUMENT: Design of ROB TEST PILE at CH:0+639.1

Doc. Number:	KUT-TEST PILE-ROB-RLY-CH"0+639.1-DN-01	Prepared By:	CN
Rev. No:	R0	Checked By:	NK
Date:	8/9/2020	Approved By:	NK

Date:	Rev No.	Revision	Ву
8/9/2020	R0	For Review and Approval	CN

 DESIGN CONSULTANT:
 email: nivcons@gmail.com

 Nivedita Consultants
 Nivedita Consulting

 B – 98, Sector – A, Sanik Vihar Colony, Nandanagar, Kunraghat, Gorakhpur – 273008 (UP) Phone: +91-0124-4054562;

Project:	Construction of Interchar	nge cum ROB					0
Doc. Title	Design of ROB TEST PI	LE at CH:0+6	39.1				Nivedita Consultant
Doc. no.	KUT-TEST PILE-ROB-R	LY-CH"0+639	).1-D	N-01	1		Rev R0
			1			1.00	
DESIGN OF TE							
Vertical Test L	oad apacity for test pile						
Venical Load C	apacity for test plie		=		400 T		
Test Load for te	st Pile		=		400 x	2.5	
			=		1000 Ton		
Calculation of	latteral load						
	submerged condition is co	nsidered					
/Calculating de	pth of fixity	nonucreu					
Dia of pile			=		1200 mm		
Grade of concre	ete	fck	=	М	35 Mpa		
			=		320000 kg/cr	m <sup>2</sup>	
			=		1E+07 cm4		
						(	1 4
tiffnoon footor	or P.C. Cohesive soil				A 1	al.	Kar
buildess lactor	or P.C. Conesive soil	R	=		<sup>4</sup> √(EI/K B)	Unit	Hrean
			=		460.00 cm	Deston Deston Deston Deston	atel J
						Much	
otal Length of I			=		24 m		
ree Length of F			=		0.0 m	IVIL	50/1
mbedded lengt	h of pile , L <sub>e</sub>		=		_24.0 m	17/0	· (31)
. <sub>1</sub> /T			=		0.000	E do	Stant Z
corresponding v			=		1.95	NAVRA	R/ /
epth of fixity, L			=		8.97 m	AT	1025
otal free length	L <sub>1</sub> + L <sub>1</sub>					XINX	BU
otal free lengti			=		8.97 m		
esign Load	Q		=		10 Tonne	e */ For fix	ked head pile
eflection at pile	head top y =Q *(L	1 +Lf) <sup>3</sup> / 12 EI	=		1.85 mm	RO	ADA
Colouistica						15/N	121
T for free head	equivalent force for free he	ad pile			10	E date	An 10
	head pile		=		1.6	a chi	y \ 3
			=		7.36 m	129	03
· -r for free	head pile		=		7.36 m	GL	NUB

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quaivalent load	d for free hea	d pile Q <sub>free</sub> =	y*3 EI /(	$L1+Lf)^{3} =$	4.53	Tonne			
quarraientieux		- p		Say =	5.00	Tonne			
					-		25		
actored design	load					x Tonne	2.5		
					12.0	Tonne			
ree Head mon	nent	м		= (	Q <sub>free</sub> *( L	_1+L <sub>f</sub> )			
				=	92.0	Tm		1	
				-	0.400	Tm	- 1	.15	705
oment reducti	on factor	m			0.400		Cilar	niner	N
lodified design	Bendina Mo	ment	M <sub>d</sub>	=	36.8	Tm	Desig	Paler	
LS Modified d			M <sub>d</sub>	=	55.2	Tm	. Gan.		
/F Calculation									
							1000	mm	WIL SO
-				Pile Dia D		=	1200	mm	"A E
1	1			Clear cover		=		mm	1 provitant
(	1.2			Dia of bar		=		mm	alcolo
[!	11			Nos. of Bars		=		Nos \ mm	THIN & DHOP
······				Effective cover Reinf Circular d	ia	=		mm	THBRIE
				Spacing		=	- 135.4		
				Area of steel pr	ovided	=	4825	mm <sup>2</sup>	
Mater	ial Properties:								
fck	=	35 N/mm	2	% steel provide	d	=	0.43	%	
6.1.	=	550 N/mm							
fyk					l	=	0.4	%	OK
fyк Es		00000 N/mm	2	Minimum % ste	e				
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# Annexure -V

#### URGENT/ BY EMAIL

**GOVERNMENT OF INDIA** Ministry of Road Transport & Highways

Office of the Regional Officer

New Sachivalaya, Block No.14,

4th floor, Gandhinagar 382010

Gujarat. Phone/Fax No. 079-23220705

भारत सरकार सङ्क परिवहन एव राजमार्ग मन्त्रालय

कार्यालय, क्षेत्रिय अधिकारी, न्यू सविधालय, ब्लॉक नंग-14 चतुर्थ तल, गाँधीनगर-382010 শুভাবার फोन/फ<del>ैक्स</del>-079-23220705



Dated : October 14, 2020

# RW/GNR/NH/HA/NOC/03/782

To,

The Under Secretary Roads & Building Department Sachivalaya Gandhinagar, Gujarat

SUB: Construction of Interchange cum Road Over Bridge (ROB) at km 367.924, LC 236 (Kutchh Salt Junction) on NH-141 in the State of Gujarat - Approval of Revised Temporary Traffic Diversion Plan Reg. ():fiver

Sir,

Please refer to your letter no. RLY-13-2016-2631-M dated 16/09/2020, submitting therewith the revised proposal for Temporary Traffic Diversion for the work cited under subject above, to this office for approval.

The proposal has been examined and the same is found to be in order. Accordingly, in supersession of this office letter no. RW/GNR/Works/529/GJ/2017/393 dated 08/12/2017, the Revised Temporary Traffic /Diversion Plan for Construction of Interchange cum Road Over Bridge (ROB) at km 367.924, LC 236 (Kutchh Salt Junction) on NH-141 in the State of Gujarat, is hereby granted by the Competent Authority, subject to the following conditions.

M/s IPRCL will follow the provisions for the approved revised traffic diversion 2.1 plan as per IRC SP:55.

During construction and operation of the diversion road, traffic safety provisions as per IRC SP:88 shall be strictly followed, under the supervision of concerned Executive Engineer, National Highway Division, Gujarat.

There shall be no restriction on NH ROW by M/s IPRCL and future development 2.3 of the National Highway.

There shall be sufficient provision for drainage arrangement made by M/s IRPCL on the diversion road and restored existing National Highway, so that no water stagnation · Over occurs.

The diversion road shall be constructed and maintained operational by M/s IRPCL under the direct supervision of concerned Executive Engineer, National Highway Division, Gujarat. Further restoration of existing NH road shall be done under the direct supervision of concerned Executive Engineer, National Highway Division, Gujarat. Failure to adhere stipulation will warrant action against M/s IRPCL by concerned Executive Engineer, National Highway Division, Gujarat under Section 36 of The Control of National Highway (Land and Traffic) Act, 2002.

Page 1 of 2

#### **URGENT/ BY EMAIL**

Any deviation to the instant approval shall be approved by MoRTH prior to 2.6 execution at site.

All order related to Temporary closure of traffic on Highway for construction of 2.7 instant ROB along with diversion of traffic on diversion road shall be issued by the concerned Executive Engineer, National Highway Division, Gujarat under Section 30 and Section 33 of The Control of National Highway (Land and Traffic) Act, 2002.

Three copies of 'as laid drawings' of work (hard and soft copies) with geotagged photographs and geo-tagged video recordings of work executed (with respect to the NH) 2.8 and after complete restoration shall be submitted to the Authority for verification.

Properly designed direction sign boards as per IRC guidelines should be fixed at 2.9 appropriate locations for safety of road users.

24x7 deployment of trained manpower for traffic regulation at desired locations to avoid the conflict of traffic and for ensuring smooth flow of traffic as per approved diversion plan, should be ensured by M/s IPRCL.

A detailed pamphlet should be prepared in Hindi/ Gujarati language indicating origin and destination along with route as per approved diversion plan. The same should 2.11 be circulated during the execution of project to all road users for proper traffic management.

Encl: Approved Revised Temporary Traffic Diversion Plan.

Yours Sincerely,

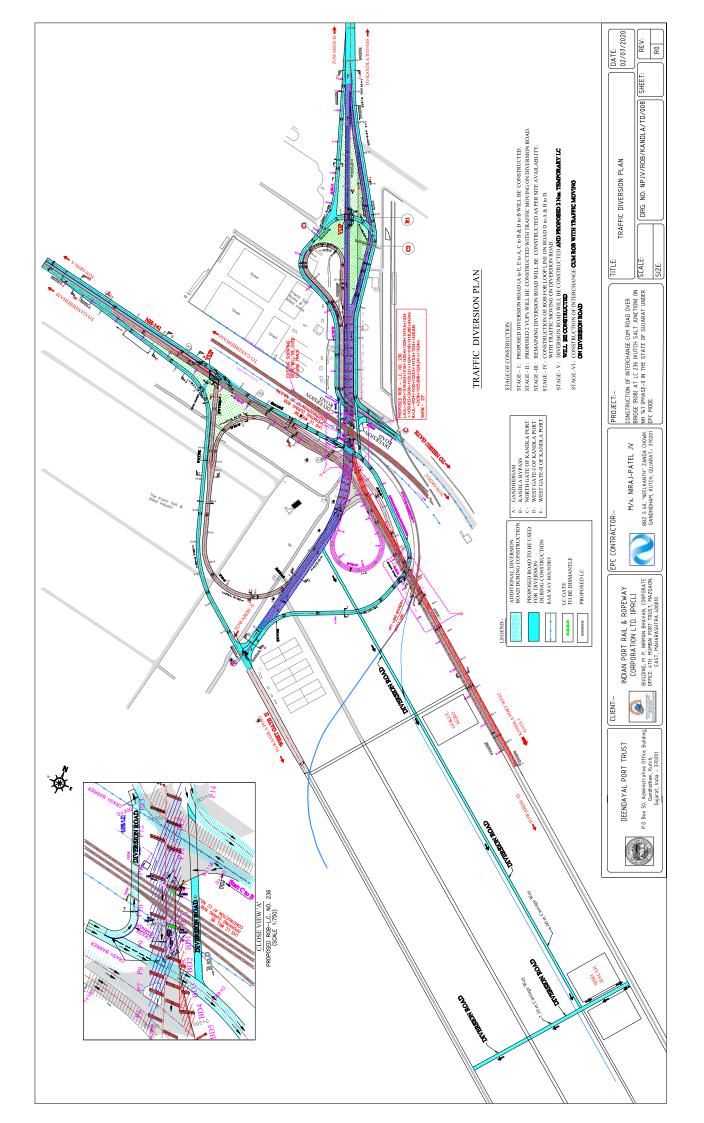
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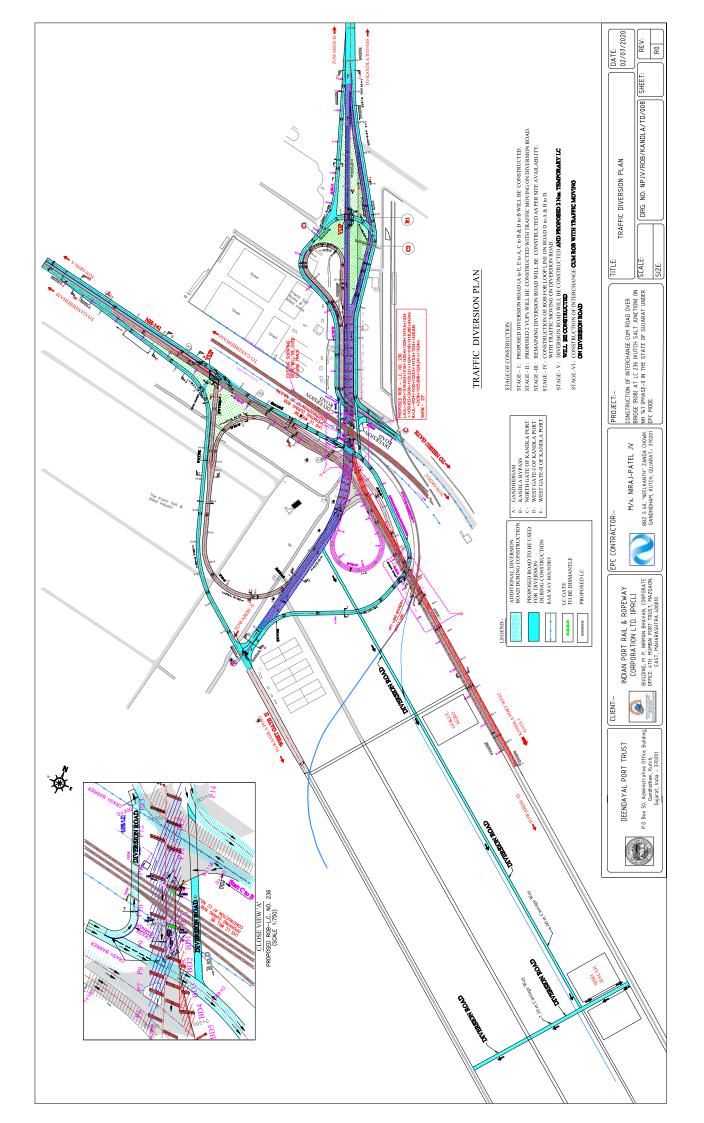
Copy To:

The Executive Engineer, National Highway Division, Gandhidham., for information and 1. necessary action.

The Addl. General Manager (P), Ahmedabad, Indian Port Rail & Ropeway Corporation Ltd., Nirman Bhawan, Mumbai Port Trust Building, Mazgaon, Mumbai., for information and necessary action.

FOR HIGH



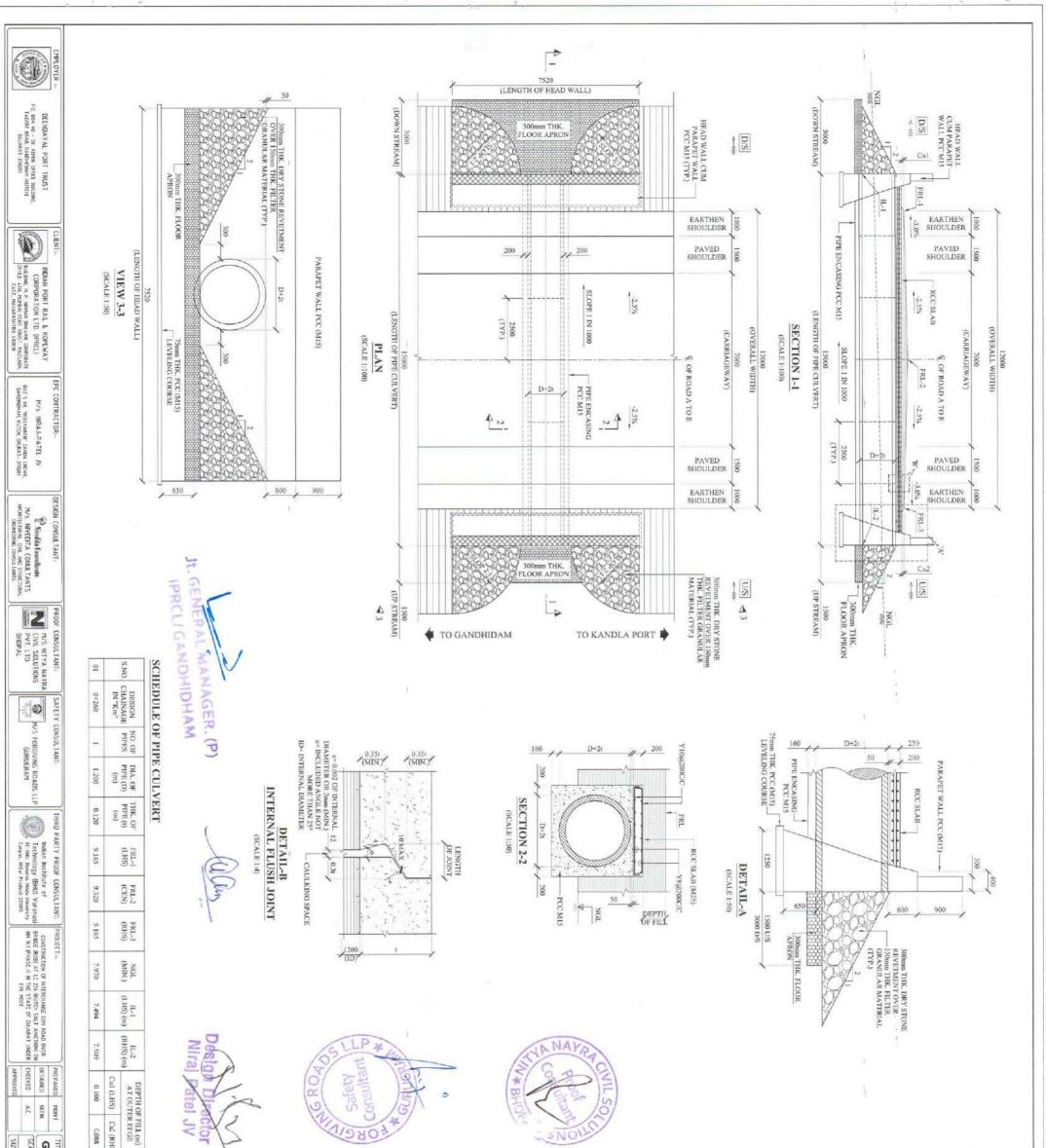


# **Annexure -VI**

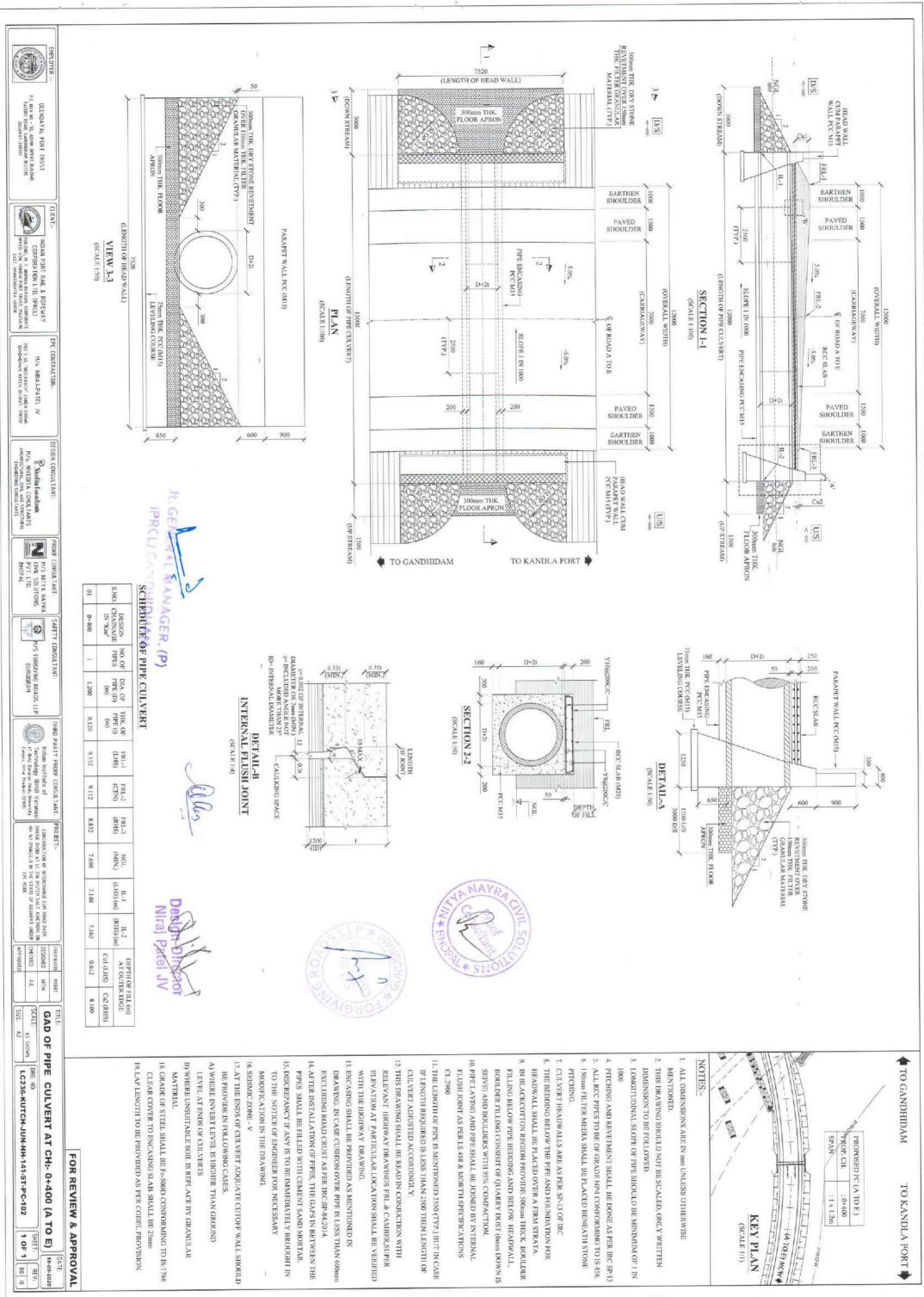
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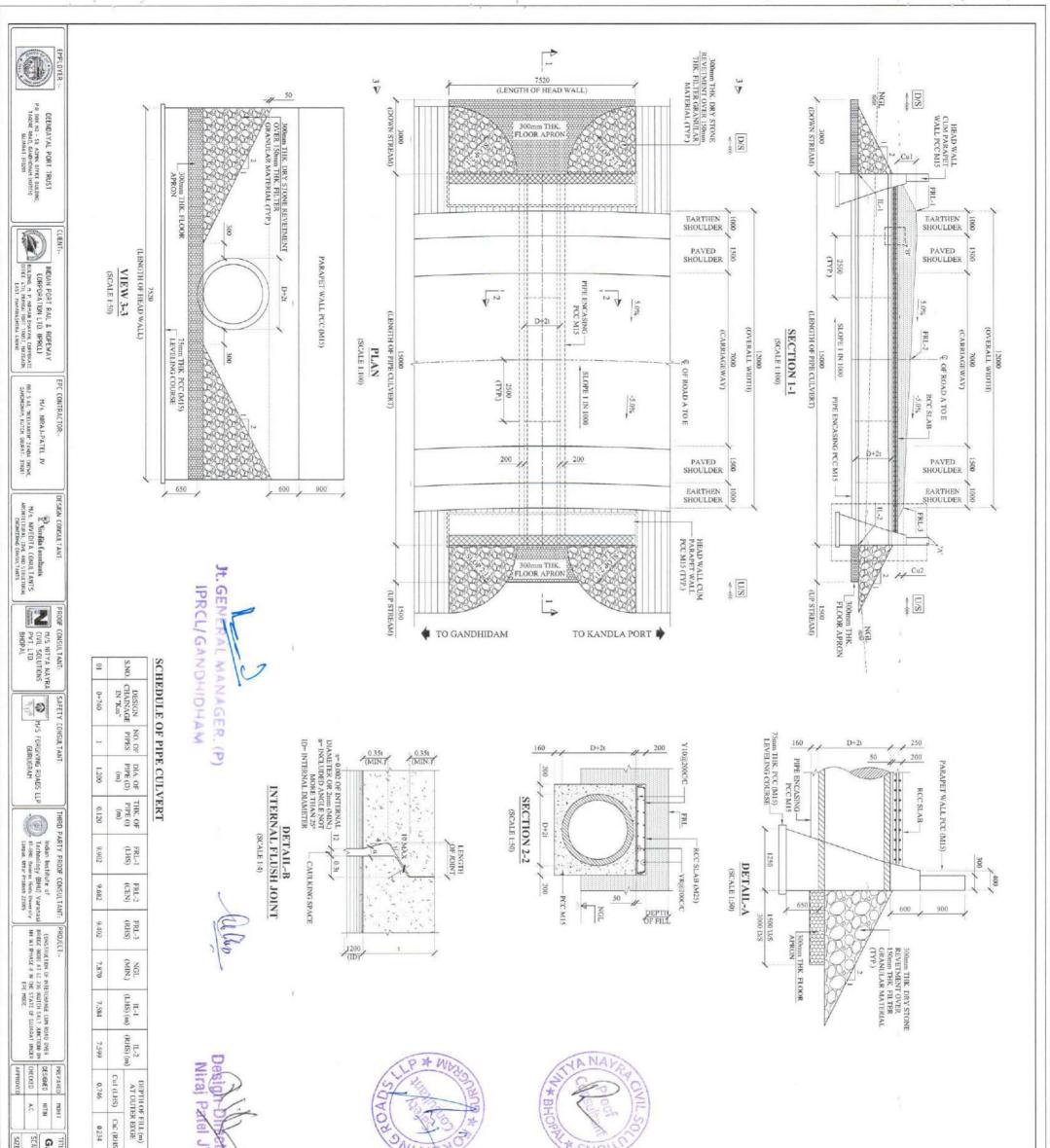
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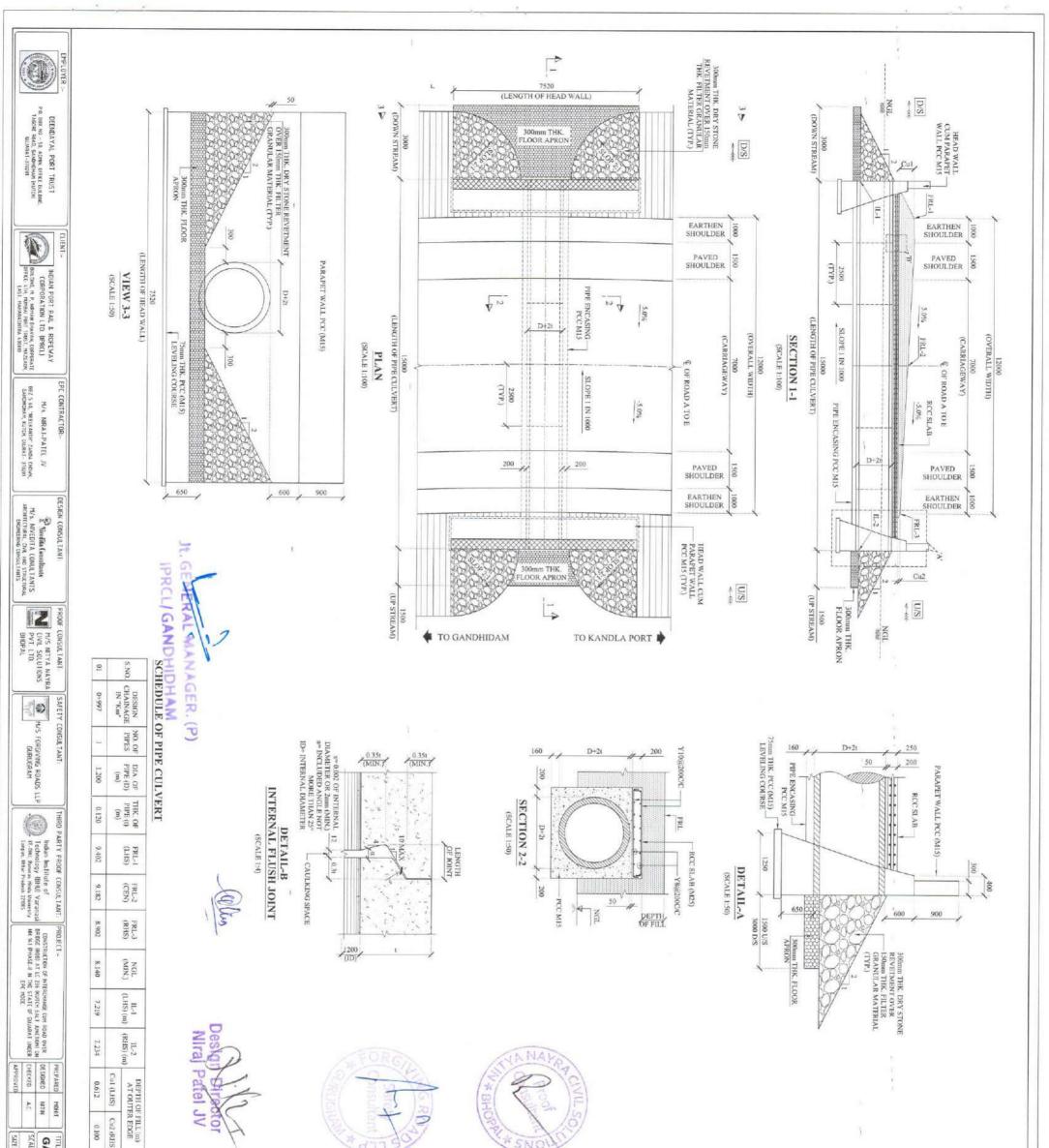
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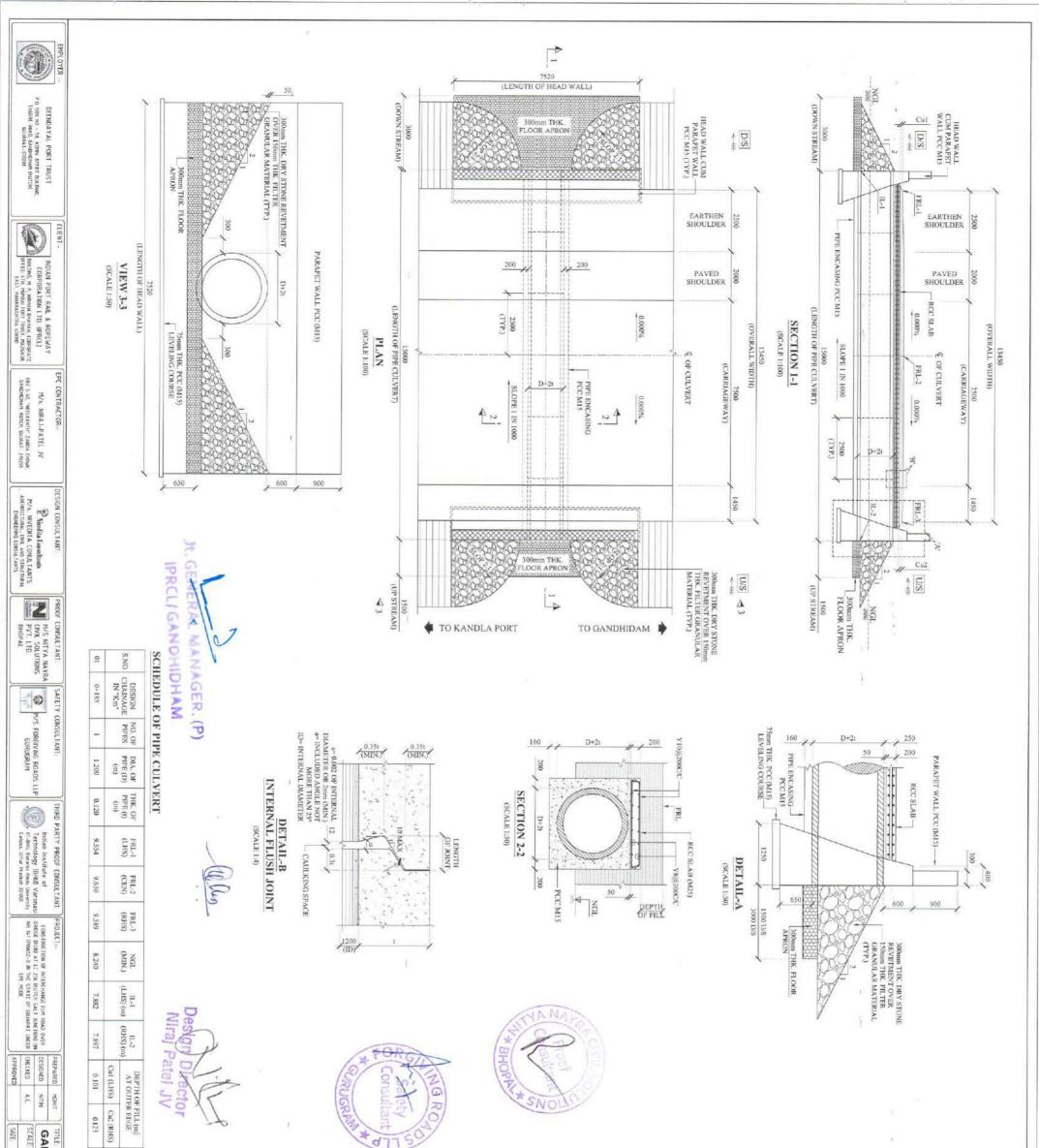
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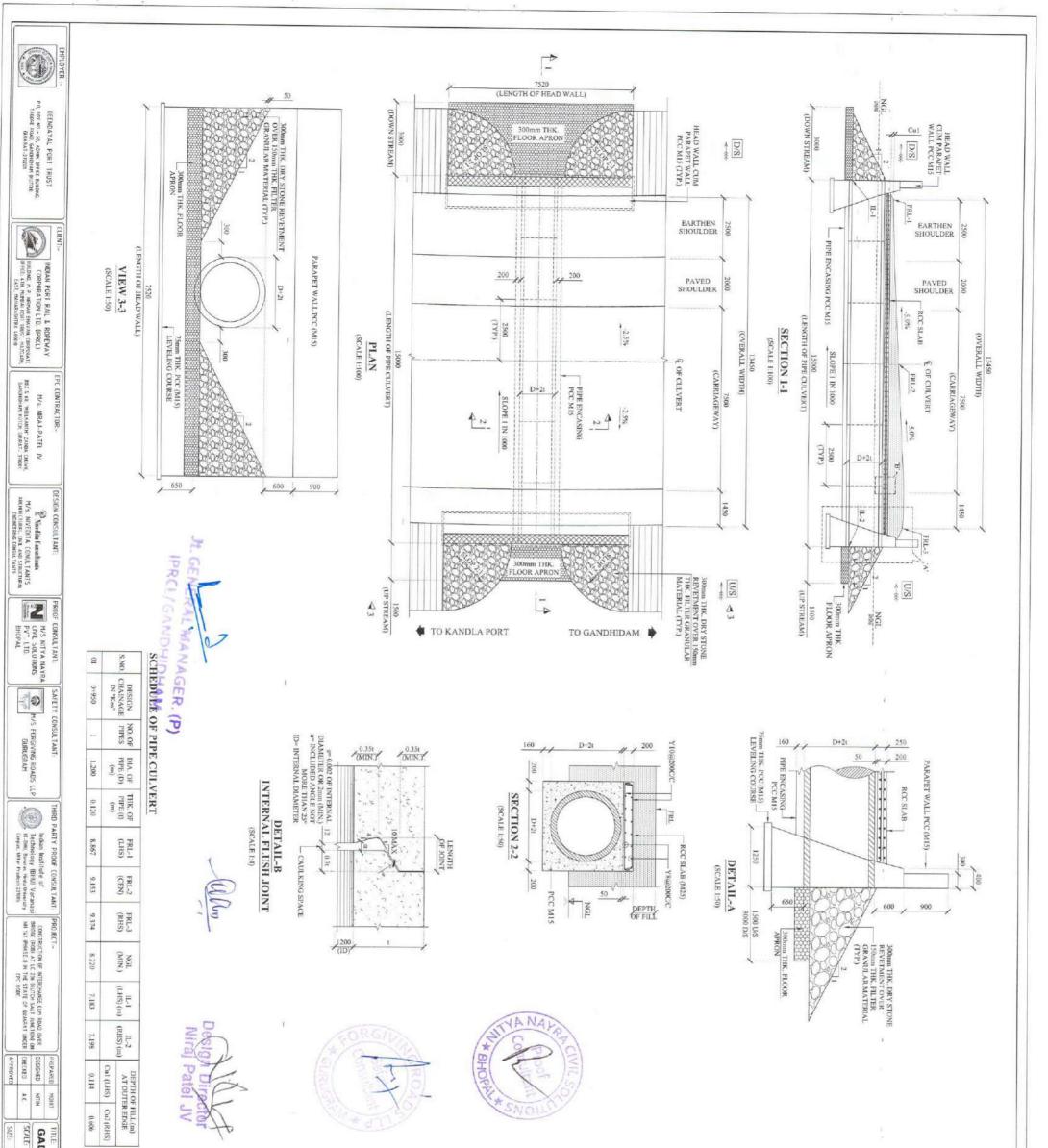


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TO GANDHIDAM TO KANDLA PORT



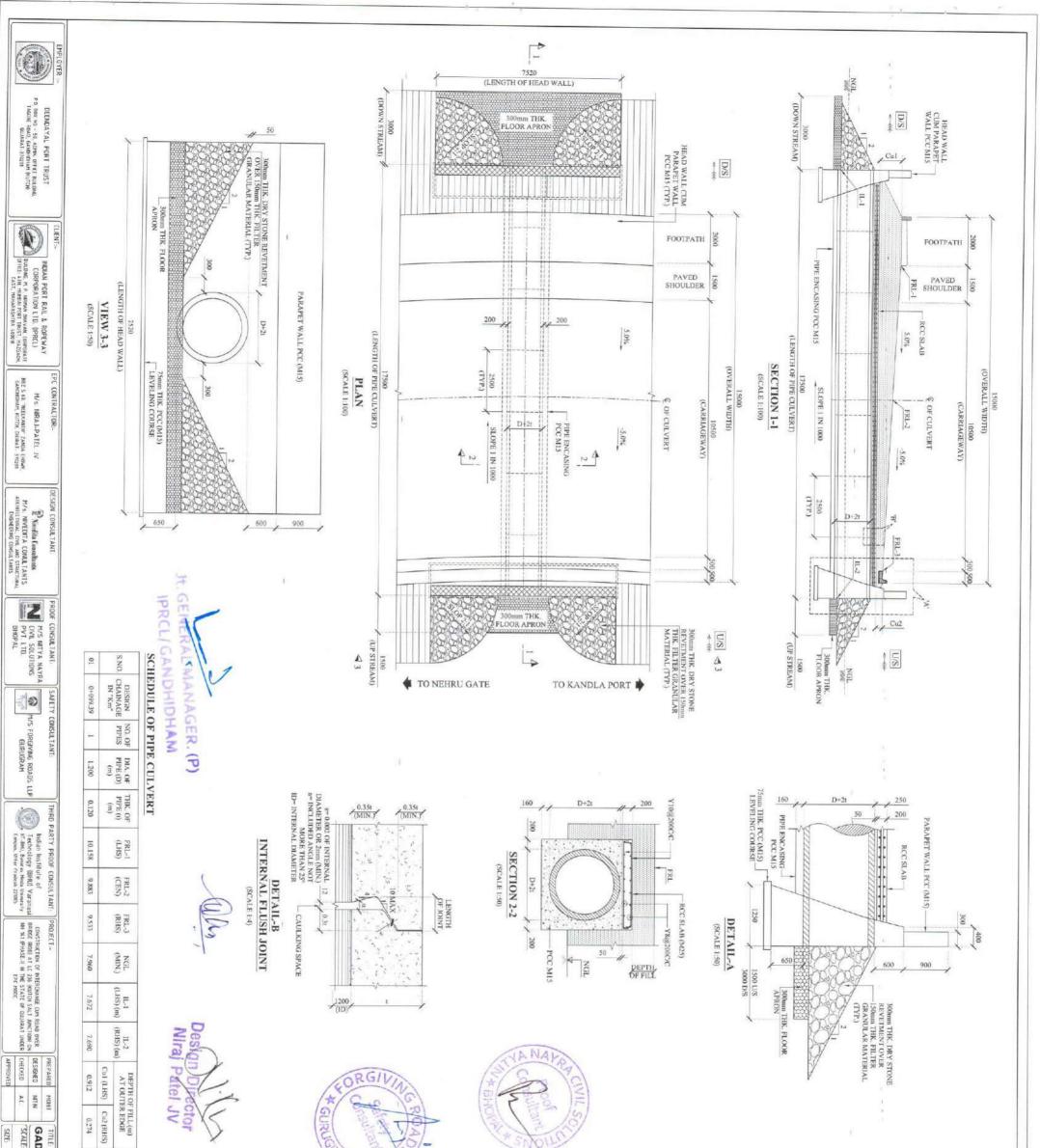
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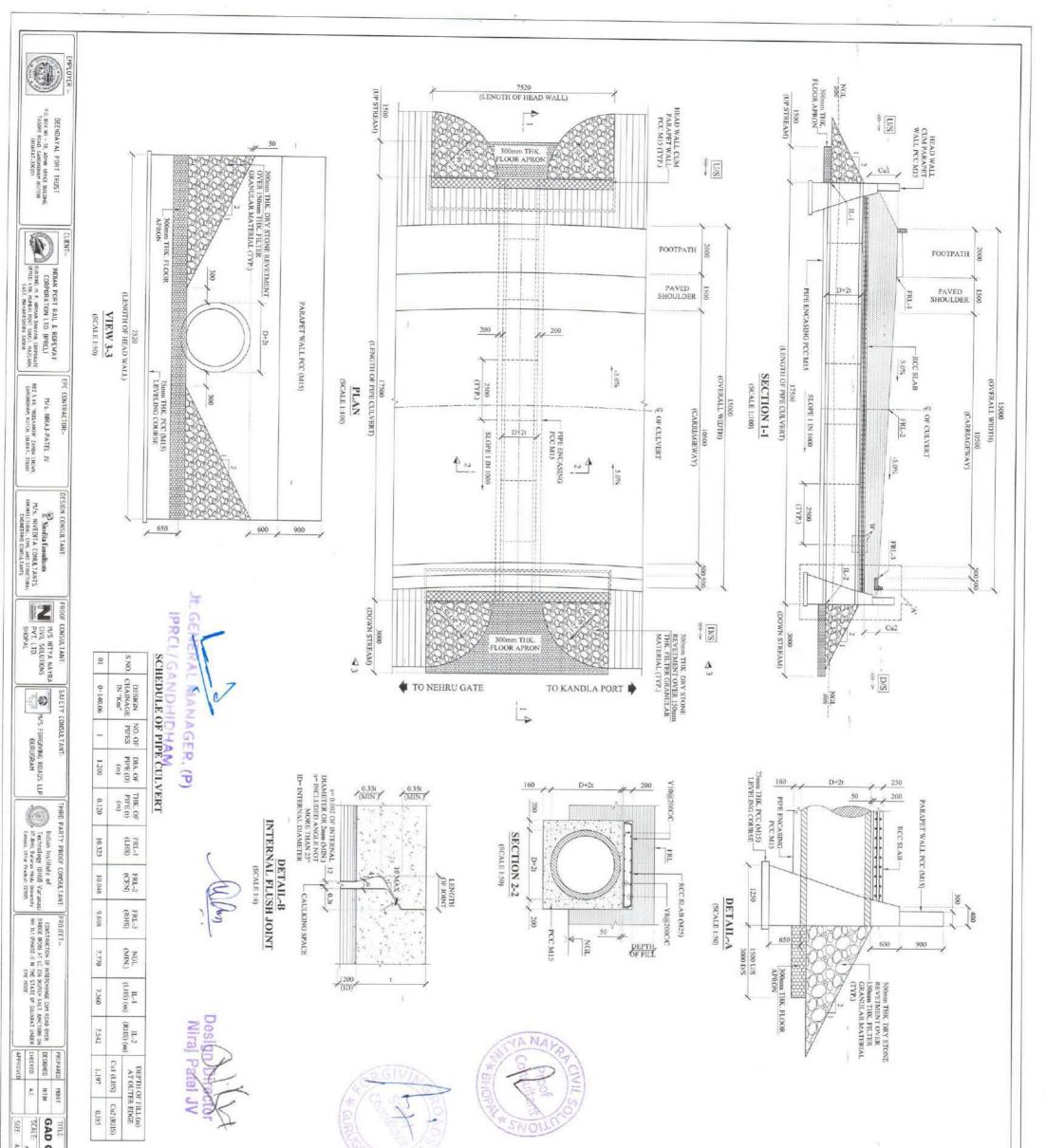


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GAD OF PIPE CULVERT AT CH:- 0+950 (E TO A)	FOR REVIEW & APPR	18. GRADE OF STEEL SHALL BE Fe-500D CONFORMING TO IS:1786         CLEAR COVER TO ENCASING SLAB SHALL BE 25mm         19. LAP LENGTH TO BE PROVIDED AS PER CODEL PROVISION.         DGE         a (RHS)	BE PROVIDE IN FOLLOWING CASES. WHERE INVERT LEVEL IS HIGHER TI LEVEL AT ENDS OF CULVERTS WHERE UNSUITABLE SOIL IS REPLA MATERIAL	ATTON SHALL BE V AMENTIONED IN MENTIONED IN PIPE IS LESS THA RC:SP-84:2014. LE GAPS IN BETWE LENT SAND MORT. LENT SAND MORT. MEDIATELY BROU NECESSARY	<ol> <li>DIMENSION TO BE FOLLOWED.</li> <li>LONGITUDINAL SLOPE OF PIPE SHOULD BE MINIMUM OF I IN 1000</li> <li>PITCHING AND REVETMENT SHALL BE DONE AS PER IRC SP.13</li> <li>ALL RCC PIPES TO BE OF GRADE NP4 CONFORMING TO 1S 458.</li> <li>ISOmm FILTER MEDIA SHALL BE PLACED BENEATH STONE PITCHING.</li> <li>CULVERT HEADWALLS ARE AS PER SP-13 OF IRC</li> <li>THE BEDDING BELOW THE PIPE AND FOUNDATION FOR HEADWALL SHALL BE PLACED OVER A FIRM STRATA.</li> <li>NB ELACKCOTTON REGION PROVIDE 500mm THICK BOULDER FILLING BELOW PIPE BEDDING AND BELOW HEADWALL, BOULDER FILLING CONSISTI OF QUARRY DUST (6mm DOWN IS SEIVE) AND BOULDERS WITH 95% COMPACTION.</li> <li>PIPE LAVING AND PIPE SHALL BE JOINED BY INTERNAL FLUSH JOINT AS PER LS 458 &amp; MOR TH SPECIFICATIONS CL 2900</li> <li>THE LENGTH OF PIPE IS MENTIONED 2500 (TYP.) BUT IN CASE IF LENGTH REQUIRED IS LESS THAN 2500 THEN LENGTH OF CULVERT ADJUSTED ACCORDINGLY.</li> <li>THIS DRAWING SHALL BE READ IN CONJUCTION WITH</li> </ol>	TO KAND :0+950 :1 x 1.2m :1 x 1.2m 
OF A	APPROVAL	AING TO IS:1786 25mm PROVISION.	JND ANULAR	LL BE VERIFIED ED IN ED IN SS THAN 600mm 014. BETWEEN THE BETWEEN THE MORTAR. / BROUGHT IN ? WALL SHOULD	AINIMUM OF 1 IN AS PER IRC SP.13 RAMING TO 1S 458. REATH STONE IRC IRC IRC IRC IRC IRC IRC IRC IRC IRC	NDLA PORT



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-	PIPE CULVERT AT CH:- 0+099.39(C TO E)	FOR REVIEW & APPROVAL	<ul> <li>B) WHERE UNSUITABLE SOIL IS REPLACE BY GRANULAR MATERIAL</li> <li>18. GRADE OF STEEL SHALL BE Fe-500D CONFORMING TO 15:1786 CLEAR COVER TO ENCASING SLAB SHALL BE 25mm</li> <li>19. LAP LENGTH TO BE PROVIDED AS PER CODEL PROVISION.</li> </ul>	15. DISCREPANCY IF ANY IS TO BE IMMEDIATELY BROUGHT IN TO THE NOTICE OF ENGINEER FOR NECESSARY MODIFICATION IN THE DRAWING. 16. SEISMIC ZONE - V 17. AT THE ENDS OF CULVERT ADQUATE CUTOFF WALL SHOULD BE PROVIDE IN FOLLOWING CASES. A) WHERE INVERT LEVEL IS HIGHER THAN GROUND LEVEL AT ENDS OF CULVERTS		<ol> <li>NOTES:-</li> <li>ALL DIMENSIONS ARE IN mm UNLESS OTHERWISE MENTIONED.</li> <li>THIS DRAWING SHOULD NOT BE SCALED, ONLY WRITTEN DIMENSION TO BE FOLLOWED.</li> <li>LONGITUDINAL SLOPE OF PIPE SHOULD BE MINIMUM OF I IN 1000</li> <li>PITCHING AND REVETMENT SHALL BE DONE AS PER IRC SP.13</li> <li>ALL RCC PIPES TO BE OF GRADE NP4 CONFORMING TO IS 458.</li> <li>IS0mm FILTER MEDIA SHALL BE PLACED BENEATH STONE PITCHING.</li> <li>CULVERT HEADWALLS ARE AS PER SP-13 OF IRC</li> <li>THE BEDDING BELOW THE PIPE AND FOUNDATION FOR HEADWALL SHALL BE PLACED OVER A FIRM STRATA.</li> <li>IN BLACKCOTTON REGION PROVIDE 500mm THICK BOULDER FILLING BELOW PIPE BEDDING AND BELOW HEADWALL, BOULDER FILLING CONSISIT OF QUARRY DUST (6mm DOWN IS SEIVE) AND BOULDERS WITH 95% COMPACTION.</li> <li>PIPE LAYING AND PIPE SHALL BE JOINED BY INTERNAL FLUSH JOINT AS PER IS.458 &amp; MORTH SPECIFICATIONS</li> </ol>	TO NEHRU GATE TO KANDLA PORT



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0RG NO: LC236-KUTCH-JUN-NH-141-ST-PC-108	140.06 (C TO E)	FOR REVIEW & APPRO	<ul> <li>B) WHERE UNSUITABLE SOIL IS REPLACE BY GRANULAR MATERIAL</li> <li>18. GRADE OF STEEL SHALL BE Fe-500D CONFORMING TO IS:1786 CLEAR COVER TO ENCASING SLAB SHALL BE 25mm</li> <li>19. LAP LENGTH TO BE PROVIDED AS PER CODEL PROVISION.</li> </ul>	<ul> <li>IP S SINAL BE FILLED WITH CEMENT SAND MORTAR.</li> <li>IS. DISCREPANCY IF ANY IS TO BE IMMEDIATELY BROUGHT IN TO THE NOTICE OF ENGINEER FOR NECESSARY MODIFICATION IN THE DRAWING.</li> <li>SEISMIC ZONE - V</li> <li>AT THE ENDS OF CULVERT ADQUATE CUTOFF WALL SHOULD BE PROVIDE IN FOLLOWING CASES.</li> <li>A) WHERE INVERT LEVEL IS HIGHER THAN GROUND LEVEL AT ENDS OF CULVERTS</li> </ul>	<ol> <li>THE LENGTH OF PIPE IS MENTIONED 2500 (TYP.) BUT IN CASE IF LENGTH REQUIRED IS LESS THAN 2500 THEN LENGTH OF CULVERT ADJUSTED ACCORDINGLY.</li> <li>THIS DRAWING SHALL BE READ IN CONJUCTION WITH RELEVANT HIGHWAY DRAWINGS FRL &amp; CAMBER, SUPER ELEVATION AT PARTICULAR LOCATION SHALL BE VERIFIED WITH THE HIGHWAY DRAWING.</li> <li>ENCASING SHALL BE PROVIDED AS MENTIONED IN DRAWING. IN CASE CUSHION OVER PIPE IS LESS THAN 600mm EXCLUDING ROAD CRUST AS PER IRC.SP.84:2014.</li> <li>AFTER INSTALLATION OF PIPES, THE GAPS IN BETWEEN THE</li> </ol>	IENSIONS ARE IN mm UNLESS OTHERWISE NED. AWING SHOULD NOT BE SCALED, ONLY W ION TO BE FOLLOWED. JDINAL SLOPE OF PIPE SHOULD BE MINIM G AND REVETMENT SHALL BE DONE AS PI PIPES TO BE OF GRADE NP4 CONFORMING LITER MEDIA SHALL BE PLACED BENEATH G. T HEADWALLS ARE AS PER SP-13 OF IRC DING BELOW THE PIPE AND FOUNDATION ALL SHALL BE PLACED OVER A FIRM STRA KCOTTON REGION PROVIDE 500mm THICK BELOW PIPE BEDDING AND BELOW HEAD R FILLING CONSISIT OF QUARRY DUST (6n ND BOULDERS WITH 93% COMPACTION. TING AND PIPE SHALL BE JOINED BY INTH JINT AS PER 1S 458 & MORTH SPECIFICATI	TO NEHRU GATE TO KANDLA PORT
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# **Annexure -VII**

# GUJARAT POLLUTION CONTROL BOARD >< PARYAVARAN BHAVAN Sector-10-A, Gandhinagar 382 010 Phone : (079) 23222425 (079) 23232152 Fax : (079) 23232156 Website : www.gpcb.gov.in

### By R.P.A.D.

In exercise of the power conferred under section-25 of the Water (Prevention and Control of Pollution) Act-1974, under section-21 of the Air (Prevention and Control of Pollution)-1981 and Authorization under rule 6(2) of the Hazardous & Other Waste (Management & Transboundary Movement) Rules-2016, framed under the Environmental (Protection) Act-1986.

And whereas Board has received application inward No.118092 dated 23/03/2017 for the Consolidated Consent and Authorization (CC&A) of the Board under the provisions / rules of the aforesaid Acts. Consents & Authorization are hereby granted as under:

## CONSENTS AND AUTHORISATION:

(Under the provisions /rules of the aforesaid environmental acts)

To M/s Patel Construction Co, Plot No:- S.No:- 932,, Tal:- Anjar, Dist: Kutch-370 410. 1. Consent Order No. AWH- 85951 Date of Issue: 11/05/2017

2. The consent shall be valid up to 22/03/2022 for manufacturing of the following product:

Sr. No.	PRODUCT	QUANTITY MT/ MONTH
1.	Road Paving Material (Hot mix plant)	2500 MT/Month

# 3. SUBJECT TO THE FOLLOWING SPECIFIC CONDITIONS:

- 3.1 No ground water shall be withdrawal without obtaining prior permission from competent authority.
- 4. CONDITIONS UNDER WATER ACT 1974:
- 4.1 Industrial effluent generation from manufacturing process and other ancillary operations shall be Nil, as generated waste water shall be recycled & there shall not be waste water discharge.
- 4.2 The quantity of the Sewage effluent from the factory shall not exceed 0.5 KL/day.
- 4.3 The quality of the sewage shall conform to the following standards:

PARAMETER	PERMISSIBLE LIMIT	
BOD (3 days at 27º C)	20 mg/L	
Suspended Solid	30 mg/L	
Residual Chlorine	Minimum 0.5 mg/L	

Clean Gujarat Green Gujarat ISO-9001-2008 & ISO-14001 - 2004 Certified Organisation

- 4.4 Unit shall provide sprinkling system to mitigate dusting and also provide pacca road in premises to prevent dusting.
- 4.5 Sewage shall be disposed off through septic tank / soak pit system.

# 5. CONDITIONS UNDER AIR ACT 1981:

5.1 The following shall be used as fuel in D.G. Set.

Sr.No.		Fuel	Quantity
1.	LDO	1	45 ltr/hr
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5.2 The flue gas emission through various stack / Vent of DG sets / Boiler / Furnace Heater shall conform the following standards

Sr. no.	Stack attached to	Stack height in Meters	APCM	Parameter	Permissible limit
1.	D. G. Set-500			PM	150 mg/Nm <sup>3</sup>
	KVA (stand by)	11		SO <sub>2</sub>	100 ppm
				NOx	50 ppm

5.3 The process gas emission from the manufacturing process as well as other ancillary operations shall be as following:-

	Stack attached to	height in	Air Pollution Control System	Parameter	Permissible limit
1.	Dryer k	11	Dust collector & circulation scrubber	SO <sub>2</sub>	150 mg/NM <sup>3</sup> 100 ppm -50 ppm·

5.4 The concentration of the following parameters in the ambient air within the premises of the industry shall not exceed the limits specified hereunder as per National Ambient Air Quality Standards issued by MOEF & CC dated 16<sup>th</sup> November-2009.

Sr. No.	Pollutant	Time Weighted Average	Concentration in Ambient air in µg/M <sup>3</sup>
1.	Sulphur Dioxide (SO <sub>2</sub> )	Annual	50
1.		24 Hours	80
2.	Nitrogen Dioxide (NO <sub>2</sub> )	Annual	40
۷.	Nitrogen Dioxide (NO <sub>2</sub> )	24 Hours	80
0	Particulate Matter	Annual	60
3.	(Size less than 10 µm) OR PM <sub>10</sub>	24 Hours	100
4	Particulate Matter	Annual	40
4.	(Size less than 2.5 µm) OR PM 2.5	24 Hours	60



# GUJARAT POLLUTION CONTROL BOARD PARYAVARAN BHAVAN Sector-10-A, Gandhinagar 382 010 Phone : (079) 23222425 (079) 23232152 Fax : (079) 23232156 Website : www.gpcb.gov.in

- 5.5 The applicant shall provide portholes, ladder, platform etc at chimney(s) for monitoring the air emissions and the same shall be open for inspection. The chimney(s) vents attached to various sources of emission shall be designed by numbers such as S-1, S-2, etc. and these shall be painted / displayed to facilitate identification.
- 5.6 The concentration of Noise in ambient air within the premises of industrial unit shall not exceed following levels:

Between 6 A.M. to 10 P.M.: 75 dB (A) Between 10 P.M. to 6 A.M.: 70 dB (A)

- 6. Authorization under Hazardous and other waste [Management, Transboundary Movement] Rules, 2016 & amended.
- 6.1 Authorization Number: AWH 85951 and shall valid up to 22/03/2022.
- 6.2 M/s Patel Construction Co, is hereby granted an authorization to operate facility for following hazardous wastes on the premises situated at, Plot No:- S.No:- 932, Tal:- Anjar, Dist: Kutch-370 410.

Sr. No.	Waste	Quantity per Annum	Category	Mode of Disposal
1.	Used Oil	0.2 T	5.1	Collection, storage, Transportation, Disposal by selling out to registered recyclers/re-processer

- 6.3 The 4.authorization is granted to operate a facility for collection, storage, within factory premises, transportation, and ultimate disposal of Hazardous wastes at TSDF.
- 6.4 The authorization is subject to the conditions stated below and such other conditions as may be specified in the rules from time to time under the Environment (Protection) Act-1986.

### 6.5 GENERAL CONDITIONS OF AUTHORIZATION:

- 1. The authorized person shall'comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under.
- 2. The authorization or its renewal shall be produced for inspection at the request of an officer authorized by the State Pollution Control Board.
- 3. The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous and other wastes except what is permitted through this authorization.

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- 4. Any unauthorized change in personnel, equipment or working conditions as mentioned in the application by the person authorized shall constitute a breach of his authorization.
- 5. Hazardous Waste generated shall be disposed off in accordance with the Hazardous Waste & other waste(Management & Transboundary Movement) Rules, 2016 as amended and unit shall have to obtain authorization of the Board for all applicable categories of Hazardous wastes.
  - (a) Used oil / spent oil shall be disposed off by selling it to registered rerefiner units only.
  - (b) Oily sludge from separators shall be dispose or of selling it to registered re- refiners unit only.
  - (c) ETP sludge shall be disposed of at TSDF approved by the Board.
  - (d) Used batteries shall be sold to the GPCB authorized dealers.
- The person authorized shall implement Emergency Response Procedure (ERP) for which this authorization is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time;
- 7. It is the duty of the authorized person to take prior permission of the State Pollution Control Board to close down the facility.
- 8. The imported hazardous and other wastes shall be fully insured for transit as well as for any accidental occurrence and its clean-up operation.
- 9. The record of consumption of hazardous and other wastes shall be maintained.
- 10. The hazardous and other waste which gets generated during recycling or reuse or recovery or pre-processing or utilization of imported hazardous or other wastes shall be treated and disposed of as per specific conditions of authorization.
- 11. An application for the renewal of an authorization shall be made as laid down under these Rules.
- 12. Any other conditions for compliance as per the Guidelines issued by the Ministry of Environment, Forest and Climate Change or Central Pollution Control Board from time to time.
- 13. Annual return shall be filed by June 30th for the period ensuring 31st March of the year.

### 7. GENERAL CONDITIONS

7.1 Any change in personnel, equipment or working conditions as mentioned in the consents form/order should immediately be intimated to this Board.



GUJARAT POLLUTION CONTROL BOARD PARYAVARAN BHAVAN Sector-10-A, Gandhinagar 382 010 Phone : (079) 23222425 (079) 23232152 .Fax : (079) 23232156 Website : www.gpcb.gov.in

- 7.2 The waste generator shall be totally responsible for (i.e. Collection, storage, transportation and ultimate disposal) of the wastes generated.
- 7.3 Records of waste generation, its management and annual return shall be submitted to Gujarat Pollution Control Board in Form – 4 by 31<sup>st</sup> January of every year.
- 7.4 In case of any accident, details of the same shall be submitted in Form 5 to Gujarat Pollution Control Board.
- 7.5 Applicant shall comply relevant provision of "Public Liability Insurance Act 91".
- 7.6 Empty drums and containers of toxic and hazards material shall be treated as per guideline published for "management & handling of discarded containers". Records of the same shall be maintained and forwarded to Gujarat Pollution Control Board regularly.
- 7.7 In no case any kind of hazardous waste shall be imported without prior approval of appropriate authority.
- 7.8 Adequate plantation shall be carried out all along the periphery of the industrial premises in such a way that the density of plantation is at least 1000 trees per acre of land and a green belt of **10** meters width is developed.
- 7.9 The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gaseous emission or sewage waste from the proposed industrial plant. The applicant is required to make applications to this Board for this purpose in the prescribed forms under the provisions of the Water Act-1974, the Air Act-1981 and the Environment (Protection) Act<sub>7</sub>1986.

7.10The over all noise level in and around the plant area shall be kept well within the standards by providing noise control measures including engineering control like acoustic insulation hoods, silencers, enclosures etc on all sources of noise generation. The ambient noise level shall conform to the standards prescribed under the Environment (Protection) Act, 1986 & Rules.

7.11 The concentration of Noise in ambient air within the premises of industrial unit shall not exceed following ' levels:

Between 6 A.M. and 10 P.M.: 75 dB (A) Between 10 P.M. and 6 A.M.: 70 dB (A)

7.12 In case of transport of hazardous waste to a facility for (i.e. Treatment, Storage and disposal) existing in a state other than the state where hazardous waste are generated, the occupier shall obtain "No Objection certificate" from the state pollution Control Board, the Committee of the concerned state or Union territory Administration where the facility exists.

Clean Gujarat Green Gujarat ISO-9001-2008 & ISO-14001 - 2004 Certified Organisation 7.13Unit shall take all concrete measures to show tangible results in waste generation reduction, voidance, reuse and recycle. Action taken in this regards shall be submitted within 03 months and also along with Form 4.

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- 7.14 You shall have to display the relevant information with regard to hazardous waste as indicated in the Hon. Supreme Court's order in W.P. No.657 of 1995 dated 14th October 2003.
- 7.15 Industry shall have to display on-line data outside the main factory gate with regard to quantity and nature of hazardous chemicals being handled in the plant, including wastewater and air emissions and solid hazardous waste generated within the factory premises.

For and on behalf of GUJARAT POLLUTION CONTROL BOARD

(Sushil Vegda) Senior Environment Engineer

NO: PC/ CCA- KUTCH- 1273/GPCB ID: 46211/ 415000

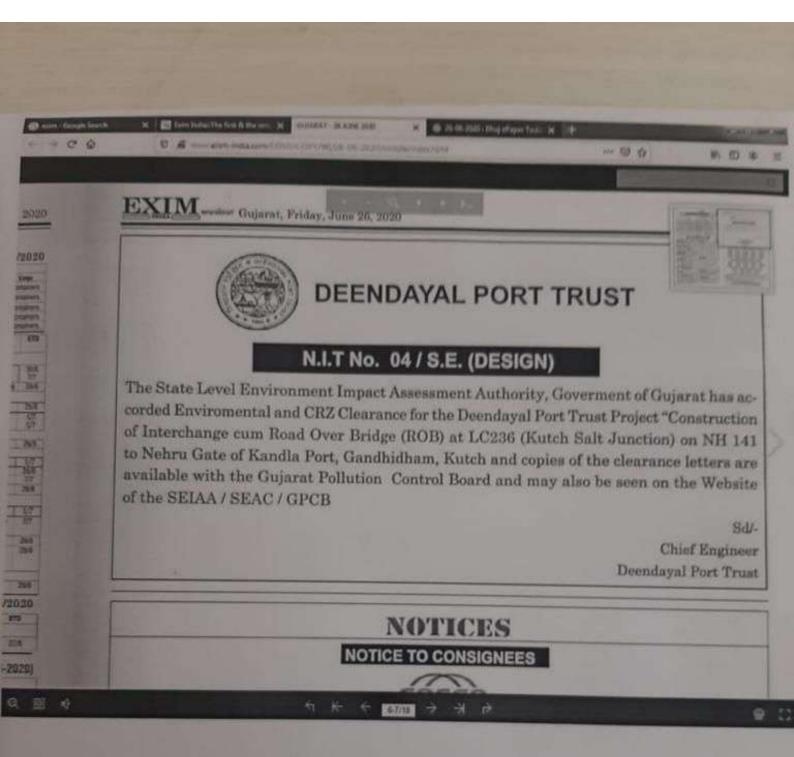
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Date: 15/6/17

ISSUED TO: M/s Patel Construction Co, Plot No:- S.No:- 932,, Tal:- Anjar, Dist: Kutch-370 410.

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# **Annexure -VIII**



કે, લોકડાઉન-૪થી એસટી વિભાગ દારા પ્રાયોગીક ધોરણે ડેપો ટુ ડેપોના રૂટ શરૂ કરવામાં આવ્યા હતા અને હવે જિલ્લામાં ૧૭ પીકઅપ સ્ટેન્ડ પણ બનાવામાં આવ્યા છે. જયાં પ્રવાસીઓ બસમાં ચડી શકે છે. તો હવે કચ્છમાં જનજીવન સામાન્ય બની રહ્યું છે. ત્યારે કચ્છમાં એસટીની સેવા રાબેતા મુજબ શરૂ કરવાની

કે અન્ય વાહનમાં મુસાફરી કરતા પ્રવાસીઓ માસ્ક, સેનિટાઈઝરનો ઉપયોગ ન કરતા હોવા છતાં આસાનીથી મુસાફરી કરે છે. કચ્છમાં ફરી કોરોનાનો ડંખ તિક્ષણ બન્યો છે, ત્યારે જો તકેદારી નહીં રાખવામાં આવે તો સ્થિતિ બેકાબૂ બનતા વાર નહીં લાગે.

સેવા શ3 ગ્રામ્ય જવા માટે ન હોવાશ હજ શહેઃ જના કાર વિસ્તારમ આવી ત આશ લગ એસટી બ શા કરવા સરકાર દ તે અંગે આવી ન જ સરકાર આવશે. આપવામ મીટ મંડા

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ગુજરાત સરકારના સ્ટેટ લેવલ એનવાચરમેન્ટ ઇમ્પેકટ એસેસમેન્ટ ઓથોરીટી દ્વારા દીનદચાલ પોર્ટ ટ્રસ્ટની પરિચોજના ''કન્સ્ટ્રકશન ઓફ ઇંટરચેંજ કમ રોડ ઓવરબ્રિજ (આર.ઓ.બી.) એટ એલસી-સ્૩૬ (કચ્છ સોલ્ટ જંકશન) ઓન એન.એચ. ૧૪૧ ટુ નેદરૂ ગેટ ઓફ કંડલા પોર્ટ ગાં ઘી ઘા મ, કચ્છને પર્ચાવરણ અને સી.આર.ઝેડની મંજૂરી આપવામાં આવેલ છે. આ મંજૂરી સંદર્ભેના પત્રોની નકલો રાજ્ય પોલ્યુશન કંટ્રોલ બોર્ડ પાસેથી મળી શકશે. તેમજ એસ.ઇ.આઇ.એ.એ./એસ.ઇ.એસી./ છ.પી.સી.બી.ની વેબસાઇટ પર જોઇ શકાશે.

# મુખ્ય ઇજનેર દીનદચાલ પોર્ટ ટ્રસ્ટ

રોચલ પ્લોટ્સ એલ. એલ. પી. R & Y A L 13 ફ્રો નં. ૪૮, તા. ૨૫/૦૬/૨૦૨૦

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# Annexure -2

## Monitoring the implemental Safe guards Ministry of Environment, Forests & Climate Change Regional office (WZ), Gandhinagar Monitoring Report (Up to Nov, 2022) DATA SHEET

-	<b>—</b>			
Sr.	Particulars			Reply
No.				
1.	Project type: River valley/	Infrastruct	ture and Mis	scellaneous Projects + CRZ
	Mining/Industry/			
2	thermal/nuclear/Other (specify)	Constant	and the barrier	share a sum Daad area Dridea
2.	Name of the project			change cum Road over Bridge
		. ,	•	ch Salt Junction) On NH-141 in Inder EPC Mode
3.	Clearance Letter (s). OM no and date		-	3(b)/728/2020 dated
5.		19/06/202		
4.	Location	19/00/202	_0	
	a) District (s)	a) Kut	ch	
		u) nuc		
	b) State (s)	b) Guj	jarat	
		, ,		
	c) Location/latitude/longitude	c) Lati	itude 23°01	N and Longitude 70°13"E
5.	Address for Correspondence			
	a) address of Concerned Project Chief	a) Chi	ef Engineer,	,
Engineer (with pin code & Deendayal Port Autho				Authority, A.O. Building,
	telephone/telex/fax numbers	Annex Building		
				), Gandhidham-
		Kut	ch. Gujarat	Pin – 370201
		h) Cum	o o vi o to o di o o	
	b) Address of Executive project	, ,	-	I Engineer (Harbour) Authority, A.O. Building,
	Engineer/manager/ (with pin code		•	g, First Floor, Post Box No.50
	fax numbers)		ndhidham –	-
		Gui		5/0201
6.	Salient features	Salient feature of the project		project
	a) Of the Project			
		Sr. Par	ticulars	Details
		No.		
		1. Pro	ject Name	Construction Of
				Interchange Cum Road
				Over Bridge(ROB) at LC-
				236 (KUTCH SALT
				JUNCTION) On NH-141 in
				the State of Gujarat under
				EPC Mode

		-		
		2.	Activity at the site	Road over Bridge over railway crossings and a
				barren stretch
		3.	Length of the Stretch	14.892 Kms
		4.	Built-up Area	255148.5 m <sup>2</sup>
		5.	Power	1500 KVA
			Requirement	
			& Sources	
		6.	No. of DG	3 DG sets of total capacity
		_	Sets	of 1500 KVA (3 x 500 KVA)
		7.	Water	Total water Requirement:
			requirement	75 KLD Source: Tanker
			& Sources	supply/Gujarat water
				supply and sewerage board
		8.	Sewage	The total number of
			Treatment &	
			Disposal	shall generate around 16
				KLD of sewage which shall
				be treated in septic tanks
				connected to water
				recycling chambers. The
				recycled water hence
				generated shall be used for
				greenbelt development and
				dust suppression
		9.	Solid Waste	120 Kg/day
			Generated	2. 7
		10.	Estimated	800
			number of	
			Labors	
		11.	Estimated	25000 m <sup>2</sup>
			greenbelt	
			area	
		12.	Cost of the	Rs. 254.92 Crores
	b) Of the Environmental Management		project	(Revised)
	Plan		· -	
L				

7.	Production Details during compliance	Not applicable
/.	period and (or) during the previous	Not applicable
	financial year	
8.	Breakup of the project area	Length of the Stretch: 14.89 kms
	a) Submergence area: forest & non-	Build up Area: 255148.5 m <sup>2</sup>
	forest	
	b) Others	No forest land is involved in the project
9.	Breakup of the project affected	The villages fall in the 2-10 km. range from the
	population with enumeration of those	proposed site and hence there will not be much
	losing houses/dwelling units only agricultural land & landless	impact to the people.
	laborer/artisen	
	a) SC. ST/Adivasis	
	b) Others	
	(please indicate whether these figures	
	are	
	based on any scientific and systematic	
	survey carried out of only provisional figures, if a survey is carried out give	
	details and years of survey).	
10.	Financial details	
	a) Project cost as originally planned and	a) Planned Cost: Rs. 232.62 Crores
	subsequent revised estimates and the	Revised Cost : Rs. 254.92 Cr.
	year of prices reference	
	b) Allocation made for environmental	
	management plans with item wise and	
	year wise break-up	b) Allocation made for Environmental
	,	Management plan: 15 lakhs
	c) Benefit cost ratio/Internal rate of	
	Return and the year of assessment	c) Not applicable
	Whether (c) includes the cost of	c) Not applicable

	environmental management plans so far.	
	d) Actual expenditure incurred on the project	d) Up to November, 2022 : Rs. 159.50 Cr.
	e) Actual expenditure incurred on the environmental management plans so far.	e) Yet to be done
11.	Forest land requirement	No forest land is involved in the project
	a) The status of approval for diversion of	
	forest land for non-forestry use	
	b) The status of clear felling	
	c) The status of compensatory	
	a forestation, if any	
	d) Comments on the viability & sustainability of compensatory a forestation programmed in the light of actual field experience so far	
12.	The status of clear felling in non-forest	Not applicable.
	areas (such as submergence area of reservoir, approach roads), if any with quantitative information.	
13.	Status of construction a) Date of commencement (Actual and/or planned) b) Date of completion (Actual and/or planned)	<ul><li>(a) Date of start of project 01/10/2020.</li><li>(b) Schedule date of completion 31/03/2023.</li></ul>
14.	Reasons for the delay if the Project is yet to start	Not applicable
15.	Date of site visited a) The dates on which the project was monitored by the regional office on pervious occasion. if any b) The date site visit for this monitoring report	Not applicable

16.	Details of the correspondence with project authorities for obtaining action plans/information on status of compliance to safeguard other than the routine letters for logistic support for site visit.	<ul> <li>a) Superintending Engineer (PL) &amp; EMC (I/c)</li> <li>Deendayal Port Authority,</li> <li>Administrative Office - Annexe Building</li> <li>First Floor, Post Box No.50 Gandhidham -</li> <li>370201</li> </ul>
	(The first monitoring report may contain the details of all the letters issued so far but the later reports may cover only the letters issued subsequently.)	<ul> <li>b) Chief Engineer,</li> <li>Deendayal Port Trust, A.O. Building,</li> <li>Annex, Post Box No50, Gandhidham-</li> <li>Kutch. Gujarat Pin – 370201</li> </ul>