# Schedules

#### Schedule-A

#### (See Clauses 2.1 and 8.1)

#### Site of the Project

#### 1 The Site

- (i) Site of the [Intermediate-Lane] Project Highway shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.
- (ii) The dates of handing over the Right of Way to the Contractor are specified in Annex-II of this Schedule-A.
- (iii) An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Authority Representative and the Contractor, and such inventory shall form part of the memorandum referred to in Clause 8.2 (i) of this Agreement.
- (iv) The alignment plans of the Project Highway are specified in Annex-III. In the case of sections where no modification in the existing alignment of the Project Highway is contemplated, the alignment plan has not been provided. Alignment plans have only been given for sections where the existing alignment is proposed to be upgraded. The proposed profile of the Project Highways shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The Contractor, however, improve/upgrade the Road Profile as indicated in Annex-III based on site/design requirement.
- (v) The status of the environment clearances obtained or awaited is given in Annex-IV.

#### Annex – I

#### (Schedule-A)

Site

- [Note: Through suitable drawings and description in words, the land, buildings, structures and road works comprising the Site shall be specified briefly but precisely in this Annex-I. All the chainages/ location referred to in Annex-I to Schedule-A shall be existing chainages.]
- 1. Site

The Site of the [Intermediate-Lane] Project Highway comprises the section of [National Highway-913] commencing from km 0.000 to km 13.080 i.e the Tuting – Zido section in the State of Arunachal Pradesh. The land, carriageway and structures comprising the Site are described below.

#### 2. Land

The Site of the Project Highway comprises the land (sum total of land already in possession and land to be possessed) as described below:

	Chainage (ki	m)		_
S. No.	From	То	Right of Way (m)	Remarks
1	0	0+700	20	
2	0+700	1+120	40	
3	1+120	1+720	30	
4	1+720	1+940	40	
5	1+940	2+540	30	
6	2+540	2+880	40	
7	2+880	3+040	30	
8	3+040	3+540	40	
9	3+540	3+640	60	
10	3+640	4+140	50	
11	4+140	4+690	40	
12	4+690	4+900	50	

13	4+900	5+530	20	
14	5+530	5+900	40	
15	5+900	7+880	30	
16	7+880	9+040	40	
17	9+040	9+670	30	
18	9+670	11+060	40	
19	11+060	12+120	30	
20	12+120	12+660	40	
21	12+660	12+900	30	
22	12+900	13+080	40	

# 3. Carriageway

The present carriageway of the Project Highway is [Single Lane]. The type of the existing pavement is [flexible].

# 4. Major Bridges

The Site includes the following Major Bridges:

S.	Chainage	Type of Structure			No. of Width	
No.	(km)	Foundation	Sub- structure	Super- structure	Spans with span length (m)	(m)
1	8+680	-	-	Steel Suspension Bridge	1X210	3.0

# 5. Road over-bridges (ROB)/ Road under-bridges (RUB)

The Site includes the following ROB (road over railway line)/RUB (road under railway line):

S. No.	Chainage (km)	Type of Structure		No. of Spans with span	Width (m)	ROB/ RUB
		Foundation	Superstructure	length (m)		
	Nil					

#### 6. Grade separators

The Site includes the following grade separators:

S. No.	Chainage (km)	e Type of Structure		No. of Spans with span length (m)	Width (m)	
		Foundation	Superstructure		. ,	
	Nil					

# 7. Minor bridges

The Site includes the following minor bridges:

			Type of Structure		No. of Spans	
S. No.	Chainage (km)	Foundation	Sub- structure	Super- structure	with span length (m)	Width (m)
1	0+770	Open Foundation			7.8	5.5
2	3+580	Open Foundation			11.6	5.5
3	7+830	Open Foundation			15.5	5.5
4	7+980	Open Foundation			11.0	5.5
5	8+055	Open Foundation			11.2	5.5
6	8+235	Open Foundation			14.5	5.5
7	8+870	Open Foundation			11.7	5.5

8	9+540	Open Foundation	7.0	5.5
9	9+730	Open Foundation	5.9	5.5
10	11+110	Open Foundation	7.6	5.5
11	11+290	Open Foundation	8.0	5.5
12	11+460	Open Foundation	8.1	5.5
13	12+410	Open Foundation	8.9	5.5

# 8. Railway Level Crossing:

The Site includes the following railway level crossings:

	S. No.	Location (km)	Remarks
Nil			

# 9. Underpasses (vehicular, non-vehicular)

The Site includes the following underpasses:

S. No.	Chainage (km)	Type of Structure	No. of Spans with span length (m)	Width (m)
		Nil		

#### 10. Culverts

The Site has the following culverts:

S.No.	Chainage (Km)	Type of Culvert	Span/ Opening with span length (m)	Width (m)
1	0+740	SLAB CULVERT	1x4.88	
2	0+820	SLAB CULVERT	1x2.96	
3	2+550	SLAB CULVERT	1x3.19	
4	3+160	SLAB CULVERT	1x5.8	
5	3+180	SLAB CULVERT	1x4.31	

6	8+730	SLAB	1x5.43	
		CULVERT		
7	9+125	SLAB	1x8.16	
		CULVERT		
8	9+350	SLAB	1x4.88	
		CULVERT		
9	9+380	SLAB	1x4.92	
		CULVERT		
10	9+650	SLAB	1x13.74	
		CULVERT		
11	9+680	SLAB	1x4.65	
10	0.700	CULVERT	44-00	
12	9+720	SLAB	1x4.86	
10	40.050	CULVERT	47.04	
13	10+250	SLAB CULVERT	1x7.94	
14	40.075	SLAB	1, 5, 4, 2	
14	10+675	CULVERT	1x5.13	
15	11+030	SLAB	1x3.58	
10	111050	CULVERT	170.00	
16	11+390	SLAB	1x6.23	
10		CULVERT	17(0120	
17	11+560	SLAB	1x6.12	
		CULVERT		
18	11+770	SLAB	1x4.96	
		CULVERT		
19	12+090	SLAB	1x4.06	
		CULVERT		
20	12+150	SLAB	1x3.63	
		CULVERT		

# 11. Bus bays

The details of bus bays on the Site are as follows:

S. No.	Chainage (km)	Length (m)	Left Hand Side	Right Hand Side		
Nil						

# 12. Truck Lay byes

The details of truck lay byes are as follows:

S. No.	Chainage (km)	Length (m)	Left Hand Side	Right Hand Side			
	Nil						

# 13. Road side drains

The details of the roadside drains are as follows:

	Location		Туре				
S. No.	From km	to km	Masonry/cc (Pucca)	Earthen (Kutcha)			
Nil							

#### 14. **Major junctions**

The details of major junctions are as follows:

S. No.	Location		At Separated grade	Category of Cross Road				
	From km	to km	grade		NH	SH	MDR	Others
Nil								

(NH: National Highway, SH: State Highway, MDR: Major District Road)

#### 15. **Minor junctions**

The details of the minor junctions are as follows:

S. No.	Locati	on	1	Гуре
	From km	To km	T -junction	Cross road
1	0+000		Т	Village Road
2	0+120		Y	Village Road
3	0+300		Y	Village Road
4	0+390		т	Village Road
5	0+480		Т	Village Road
6	0+660		Y	Village Road
7	2+290		Т	Kodak Bridge Road
8	8+680		Т	Kodak Bridge Road
9	11+840		Y	Village Road

#### 16. **Bypasses**

The details of the existing road sections proposed to be bypassed are as follows:

S. No.	Name of bypass (town)	Chainage (km) From kmto km	Length (in Km)
		Nil	

### 17.

**Existing Utilities** The existing utilities schedules are as below

## (i) Electrical utilities

The site includes the following electrical utilities: -

### (a) Extra High-Tension Lines (EHT Lines)

SL.	Chai	nage		Length (	ength (in Km)		Crossings			
	From	То	400KV	220KV	110KV	66KV	400KV	220KV	110KV	66KV
	Nil									

### (b) High Tension/Low tension (HT/LT) lines

SL.	Chainage		No of poles affected Transformer			nsformers			
	From	То	33KV	11KV	LT	No	Capacity		
	Electrical Lines								

### (ii) **Public Health utilities (Water/Sewage Pipelines)**

S. No	Chainage		Length (in Km)
	From	То	Water Supply line
		Nil	

#### 18. Other structures]

S. No.	Type of Structure	Existing Chainage (km) From km to km	Length (in Km)		
	NIL				

#### Annex – II

## (As per Clause 8.3 (i))

# (Schedule-A)

#### Dates for providing Right of Way of Construction Zone

The dates on which the Authority shall provide Right of Way of Construction Zone to the Contractor on different stretches of the Site are stated below:

	Chainage (k	m)		
S. No.	From	То	Right of Way (m)	Date of Providing Right of Way
1	0	0+700	20	
2	0+700	1+120	40	
3	1+120	1+720	30	
4	1+720	1+940	40	
5	1+940	2+540	30	90% Right
6	2+540	2+880	40	of Way of Constructio
7	2+880	3+040	30	n Zone to be handed
8	3+040	3+540	40	over on appointed
9	3+540	3+640	60	date and balance within 150
10	3+640	4+140	50	-within 150 days from appoin
11	4+140	4+690	40	ted date as per
12	4+690	4+900	50	Concession Agreement.
13	4+900	5+530	20	
14	5+530	5+900	40	
15	5+900	7+880	30	
16	7+880	9+040	40	
17	9+040	9+670	30	

				1
18	9+670	11+060	40	
19	11+060	12+120	30	
20	12+120	12+660	40	
21	12+660	12+900	30	
22	12+900	13+080	40	

# Annex - III (Schedule-A) Alignment Plans

The existing alignment of the Project Highway shall be modified in the following sections as per the alignment plan indicated below:

- (i) The alignment of the Project Highway is enclosed in alignment plan. Finished road levelindicated in the alignment plan shall be followed by the contractor as minimum FRL. In any case, the finished road level of the project highway shall not be less than those indicated in the alignment plan. The contractor shall, however, improve/upgrade the Road profile as indicated in Annex-III based on site/design requirement.
- (ii) Traffic Signage plan of the Project Highway showing numbers & location of traffic signsis enclosed.
- (iii) The contractor shall, however, improve/upgrade upon the traffic signage plan as indicated in Annex-III based on site/design requirement as per the relevant specifications/IRC Codes/Manual.

#### Annex – IV

(Schedule-A)

#### 1. Environment Clearances

The proposed project does not require Environmental clearance as per the notification of MoEF&CC Notification No S.O. 3194(E) dated 14th July, 2022 which states that "All Highway projects are exempted upto 100 km from line of control or border subject to compliance of Standard Operating Procedure notified in this regard from time to time".

#### Schedule - B

#### (See Clause 2.1)

#### Development of the Project Highway

#### 1. Development of the Project Highway

Development of the Project Highway shall include design and construction of the Project Highway as described in this Schedule-B and in Schedule-C.

#### 2. Rehabilitation and augmentation

Intermediate laning shall include [constriction of the Intermediate Lane with hard shoulder] of the project highway as described in Annex-I of this Schedule-B and in Schedule-C.

#### 3. Specifications and Standards

The Project Highway shall be designed and constructed in conformity with theSpecifications and Standards specified in Annex-I of Schedule-D.

#### Annex – I

#### (Schedule-B)

#### Description of Intermediate Laning with Hard shoulder

[Note: Description of the Project Highway shall be given by the Authority in detail together with explanatory drawings (where necessary) to explain the Authority's requirements precisely in order to avoid subsequent changes in the Scope of the Project. The particulars that must be specified in this Schedule-B are listed below as per the requirements of the Manual of Specifications and Standards for Geometric Design Standards (Hill roads – IRC: 52-2019 and Hill Road manual IRC: SP 48 - 1998 and IRC SP 73-2018 referred to as the Manual, and MORTH Specifications for Road and Bridge Works 5th Revision 2013 or latest version), referred to as the Manual. If any standards, specifications or details are not given in the Manual, the minimum design/construction requirements shall be specified in this Schedule. In addition to these particulars, all other essential project specific details, as required, should be provided in order to define the Scope of the Project clearly and precisely]

#### 1. Widening of the Existing Highway

- (i) The Project Highway shall follow the existing alignment unless otherwise specified by the Authority and shown in the alignment plans specified in Annex-III of Schedule-A. Geometric deficiencies, if any, in the existing horizontal and vertical profiles shall be corrected as per the prescribed standards for [mountainous/hilly] terrain to the extent land is available.
- (ii) Width of Carriageway

(a) Intermediate lane with hard Shoulders shall be undertaken. The paved carriageway shall be [5.5 m] wide in accordance with the typical cross sections drawings in the Manual.

Provided that in the built-up areas [refer to paragraphs 2.1(ii)(a) of the Manual and provide necessary details] the width of the carriageway shall be as specified in the following table:

SI. No.	Built-up stretch	Location (km to km)	Width (m) of carriageway	Typical cross section (Ref. to
	(Township)			Manual)
1	Tuting	Km 0+000 to Km 0+660	5.5	Refer 2(xi) of Schedule B

(b) Except as otherwise provided in this Agreement, the width of the paved carriageway and cross-sectional features shall conform to paragraph 1 (i) above.

#### 2 GEOMETRIC DESIGN AND GENERAL FEATURES

#### (i) General

Geometric design and general features of the Project Highway shall be in accordance with Section 2 of the Manual.

#### (ii) Design speed

The design speed shall be as be the minimum design speed of 40 km per hr. for hilly terrain

#### (iii) Improvement of the existing road geometrics

[Refer to paragraph 2.1 (v) of the manual and provide details]

In the following sections, where improvement of the existing road geometrics to the prescribed standards is not possible, the existing road geometrics shall be improved to the extent possible within the given right of way and proper road signs and safety measures shall be provided:

S. No.	From	То	Type of deficiency	Remarks
		Nil		

#### (iv) Right of Way

[Refer to paragraph 2.3 of the Manual]. Details of Right of way are given in Annexure II of Schedule A.

#### (v) Type of Shoulders

(a) In built-up sections, footpaths/fully paved shoulder shall be provided in the following Stretches:-

SI. No.	Stretch (from km to km)	Fully paved shoulders/ footpaths	Reference to cross section
Nil			

- (b) In open country, [Hard shoulders of 1.45 m width shall be provided and balanced width shall be shall be covered with 150 mm thick compacted layer of granular material].
- (c) Design and specifications of paved shoulders and granular material shall conform to the requirements specified in the relevant Manual.

#### (vi) Lateral and vertical clearances at underpasses:

- (a) Lateral and vertical clearances at underpasses and provision of guardrails/crash barriers shall be as per the provision of relevant Manual.
- (b) Lateral clearance: The width of the opening at the underpasses shall be as follows:

SI. No.	Location Chainage (from km to km)	Span/Opening (m)	Remarks	
NIL				

#### (vii) Lateral and vertical clearances at overpasses

- (a) Lateral and vertical clearances at overpasses shall be as per the provision of relevant Manual.
- (b) Lateral clearance: The width of the opening at the overpasses shall be as follows:

SI. No.	Location Chainage (from km to km)	Span/Opening (m)	Remarks	
NIL				

#### (viii) Service Roads

Service roads shall be constructed at the locations and for the lengths indicated below:

Sl. No.	Location of service road (from km to km)	Right hand side (RHS)/Left hand side (LHS)/ or Both sides	Length (km) of service road	
NIL				

#### (ix) Grade separated structures

(a) Grade separated structures shall be provided as per the provision of relevant Manual. The requisite particulars are given below:

SI. No	Design Chainage	Length (m)	Number and length of spans (m)	Approach Gradient	Remarks, if any
			NIL		

(b) In the case of grade separated structures, the type of structure and the level of the Project Highway and the cross roads shall be as follows:

S. No	Type of structure Length	Cross road at	Remarks, if any			
INU	(m)	Existing Level Raised Level Lowered Level				
	NIL					

#### (x) Cattle and pedestrian underpass /overpass

Cattle and Pedestrian underpass/Overpass shall be constructed as follows:

S. No.	Location	Type of Crossing
NIL		

#### (xi) Typical cross-sections of the Project Highway

Cross section schedule along the project highway:

SI. No.	Start Chainage	End Chainage	TCS length	<b>ТСЅ Туре</b>
1	0	0+140	140	TCS-1E
2	0+140	0+230	90	TCS-5C
3	0+230	0+700	470	TCS-1E
4	0+700	0+706	6	TCS-5C
5	0+706	0+714	8	MNB
6	0+714	0+750	36	TCS-5C
7	0+750	0+765	15	MNB
8	0+765	0+780	15	TCS-5C
9	0+780	0+800	20	TCS-1
10	0+800	1+080	280	TCS-1A
11	1+080	1+120	40	TCS-5
12	1+120	1+220	100	TCS-1
13	1+220	1+280	60	TCS-1A
14	1+280	1+720	440	TCS-1
15	1+720	1+940	220	TCS-3D
16	1+940	2+140	200	TCS-1
17	2+140	2+200	60	TCS-1A
18	2+200	2+300	100	TCS-1
19	2+300	2+320	20	TCS-1A
20	2+320	2+520	200	TCS-2A
20	2+520	2+530	10	MNB
22	2+530	2+540	10	TCS-1A
23	2+540	2+640	100	TCS-3D

SI. No.	Start Chainage	End Chainage	TCS length	<b>ТСЅ Туре</b>
24	2+640	2+660	20	TCS-1A
25	2+660	2+700	40	TCS-5A
26	2+700	2+740	40	TCS-2A
27	2+740	2+760	20	TCS-1A
28	2+760	2+800	40	TCS-5A
29	2+800	2+820	20	TCS-3A
30	2+820	2+880	60	TCS-3D
31	2+880	2+900	20	TCS-1A
32	2+900	2+920	20	TCS-2A
33	2+920	3+040	120	TCS-1A
34	3+040	3+120	80	TCS-5A
35	3+120	3+160	40	TCS-5C
36	3+160	3+220	60	TCS-1A
37	3+220	3+280	60	TCS-1
38	3+280	3+360	80	TCS-3D
39	3+360	3+370	10	TCS-1A
40	3+370	3+430	60	MNB
41	3+430	3+480	50	TCS-5C
42	3+480	3+500	20	TCS-1
43	3+500	3+520	20	TCS-4G
44	3+520	3+580	60	TCS-4
45	3+580	3+640	60	TCS-1

SI. No.	Start Chainage	End Chainage	TCS length	<b>ТСЅ Туре</b>
46	3+640	3+700	60	TCS-4H
47	3+700	3+740	40	TCS-1
48	3+740	3+800	60	TCS-1A
49	3+800	3+860	60	TCS-1
50	3+860	3+880	20	TCS-3D
51	3+880	3+960	80	TCS-4H
52	3+960	4+020	60	TCS-1A
53	4+020	4+100	80	TCS-4H
54	4+100	4+120	20	TCS-1A
55	4+120	4+140	20	TCS-5C
56	4+140	4+160	20	TCS-1A
57	4+160	4+240	80	TCS-4H
58	4+240	4+460	220	TCS-1A
59	4+460	4+480	20	MNB
60	4+480	4+540	60	TCS-2
61	4+540	4+640	100	TCS-1A
62	4+640	4+660	20	MNB
63	4+660	4680	20	TCS-2
64	4+680	4+760	80	TCS-4A
65	4+760	4+820	60	TCS-4C
66	4+820	4+830	10	MNB
67	4+830	4+860	30	TCS-2A

SI. No.	Start Chainage	End Chainage	TCS length	<b>ТСЅ Туре</b>
68	4+860	4+900	40	TCS-4C
69	4+900	4+980	80	TCS-4H
70	4+980	5+160	180	TCS-4A
71	5+160	5+340	180	TCS-1
72	5+340	5+540	200	TCS-5C
73	5+540	5+700	160	TCS-2
74	5+700	6+260	560	TCS-5C
75	6+260	6+520	260	Arch
76	6+520	6+540	20	TCS-2
77	6+540	6+580	40	TCS-5C
78	6+580	6+620	40	TCS-3D
79	6+620	6+680	60	TCS-4H
80	6+680	6+800	120	TCS-4F
81	6+800	6+900	100	TCS-3
82	6+900	6+940	40	TCS-3A
83	6+940	7+000	60	TCS-1A
84	7+000	7+020	20	TCS-1
85	7+020	7+040	20	TCS-1A
86	7+040	7+100	60	TCS-5A
87	7+100	7+340	240	TCS-5C

Sl. No.	Start Chainage	End Chainage	TCS length	<b>ТСЅ Туре</b>
88	7+340	7+520	180	TCS-1A
89	7+520	7+640	120	TCS-1
90	7+640	7+680	40	TCS-1A
91	7+680	7+780	100	TCS-5C
92	7+780	7+880	100	TCS-1A
93	7+880	7+960	80	TCS-1
94	7+960	7+980	20	TCS-1A
95	7+980	8+000	20	TCS-5C
96	8+000	8+040	40	TCS-1A
97	8+040	8+120	80	TCS-5C
98	8+120	8+140	20	TCS-1
99	8+140	8+160	20	TCS-1A
100	8+160	8+200	40	TCS-1
101	8+200	8+220	20	TCS-5C
102	8+220	8+280	60	TCS-1
103	8+280	8+340	60	TCS-5C
104	8+340	8440	100	TCS-1A
105	8+440	8+560	120	TCS-1
106	8+560	8+580	20	TCS-3D
107	8+580	8+620	40	TCS-1

SI. No.	Start Chainage	End Chainage	TCS length	<b>ТСЅ Туре</b>
108	8+620	8+640	20	TCS-3D
109	8+640	8+660	20	TCS-1A
110	8+660	8+680	20	TCS-1
111	8+680	8+700	20	TCS-1A
112	8+700	8+740	40	TCS-5C
113	8+740	8+760	20	TCS-1A
114	8+760	8+820	60	TCS-1
115	8+820	8+880	60	TCS-1A
116	8+880	8+920	40	TCS-1
117	8+920	8+980	60	TCS-1A
118	8+980	9+000	20	TCS-5C
119	9+000	9+040	40	TCS-1
120	9+040	9+080	40	TCS-1A
121	9+080	9+100	20	TCS-1
122	9+100	9+140	40	TCS-1A
123	9+140	9+180	40	TCS-1
124	9+180	9+220	40	TCS-1A
125	9+220	9+240	20	TCS-1A
126	9+240	9+320	80	TCS-1
127	9+320	9+380	60	TCS-1A
128	9+380	9+700	320	TCS-1
129	9+700	9+720	20	TCS-1A

SI. No.	Start Chainage	End Chainage	TCS length	TCS Type
130	9+720	9+780	60	TCS-5C
131	9+780	9+800	20	TCS-1A
132	9+800	9+880	80	TCS-1
133	9+880	10+280	400	TCS-1A
134	10+280	10+300	20	TCS-1A
135	10+300	10+480	180	TCS-5C
136	10+480	10+880	400	TCS-1A
137	10+880	11+080	200	TCS-5C
138	11+080	11+180	100	TCS-1
139	11+180	11+400	220	TCS-5C
140	11+400	11+520	120	TCS-1
141	11+520	11+700	180	TCS-5C
142	11+700	12+000	300	TCS-1
143	12+000	12+220	220	TCS-1A
144	12+220	12+360	140	TCS-5C
145	12+360	12+370	10	MNB
146	12+370	12+760	390	TCS-5C
147	12+760	12+840	80	TCS-1
148	12+840	12+980	140	TCS-1A

Sl. No.	Start Chainage	End Chainage	TCS length	TCS Type
149	12+980	12+990	10	TCS-5C
150	12+990	13+020	30	MNB
151	13+020	13+080	60	TCS-5C
		Total Length	13080	

#### 3. INTERSECTIONS AND GRADE SEPARATORS

All intersections and grade separators shall be as per provision of relevant Manual. Existing intersections which are deficient shall be improved to the prescribed standards.

[Refer to the provision of relevant Manual and specify the requirements. Explain where necessary with drawings/sketches/general arrangement]

Properly designed intersections shall be provided at the locations and of the types and features given in the tables below:

SI. No.	Location of intersection	Type of intersection	Other feature
1	0+000	Т	
2	0+120	Y	
3	0+300	Y	
4	0+390	Т	
5	0+480	Т	
6	0+660	Y	
7	2+290	Т	
8	5+470	Т	
9	8+680	Т	
10	11+840	Y	

#### (i) At-grade intersections

(ii) Grade separated intersection with/without ramps

S. No.	Location	Salient features	Minimum length of viaduct to be provided	Road to be carried over/under the structures
			NIL	

#### 4 ROAD EMBANKMENT AND CUT SECTION

(i) Widening and improvement of the existing road embankment/cuttings and construction of new road embankment/ cuttings shall conform to the Specifications and Standards given in IRC: 52-2019 and IRC: SP 48 -1998 and the specified typical cross section. Deficiencies in the plan and profile of the existing road shall be corrected.

#### (ii) Raising of the existing road

The existing road shall be raised in the following sections:

SI. No.	Section (from km to km)	Length	Extent of raising [Top of finished road level]	
Nil				

#### 5 PAVEMENT DESIGN

(i) Pavement with following composition shall be adopted for the project road: 20 mm- MSS, 50 mm -DBM, 150 mm- WMM, 100 mm- GSB as drainage layer.

#### (ii) Type of pavement

Flexible pavement shall be adopted for the project road.

#### (iii) Design requirements

Deleted.

#### (a) Design Period and strategy

Deleted.

#### (b) Design Traffic

Deleted.

#### (iv) Reconstruction of stretches

The following stretches of the existing road shall be reconstructed. These shall be designed as new pavement.

SI. No.	Stretch From km to km	Length (Km)	Remarks
1	0+000 to 0+110	0.11	
2	0+300 to 0+780	0.48	
3	0+840 to 1+160	0.32	
4	1+210 to 1+520	0.31	
5	1+560 to 1+600	0.04	
6	1+630 to 1+710	0.08	
7	1+790 to 2+190	0.4	
8	2+300 to 2+510	0.21	
9	2+670 to 3+200	0.53	
10	3+600 to 3+940	0.34	
11	4+020 to 4+110	0.09	

12	6+260 to 6+520	0.26	
13	7+250 to 7+690	0.44	
14	7+750 to 7+960	0.21	
15	8+090 to 9+060	0.97	
16	9+300 to 9+510	0.21	
17	9+670 to 12+210	2.54	
18	12+290 to 12+670	0.38	
19	12+730 to 12+790	0.06	

#### 6. ROADSIDE DRAINAGE

Drainage system including surface and subsurface drains for the Project Highway shall be provided as per the provision of relevant Manual.

Longitudinal drain shall be provided in the following stretches: **RCC Lined Drain:-**

SI No.	Star Chainage (m)	End Chainage (m)	Length	Side
1	0+140	0+230	90	BHS
2	0+700	0+750	50	BHS
3	0+765	0+780	15	BHS
4	1+080	1+120	40	BHS
5	2+660	2+700	40	LHS
6	2+760	2+800	40	LHS
7	3+040	3+120	80	LHS
8	3+120	3+160	40	BHS
9	3+430	3+480	50	BHS
10	4+120	4+140	20	BHS
11	5+340	5+540	200	BHS
12	5+700	6+260	560	BHS
13	6+540	6+580	40	BHS
14	7+040	7+100	60	LHS
15	7+100	7+340	240	BHS
16	7+680	7+780	100	BHS
17	7+980	8+000	20	BHS
18	8+040	8+120	80	BHS
19	8+200	8+220	20	BHS
20	8+280	8+340	60	BHS

21	8+700	8+740	40	BHS
22	8+980	9+000	20	BHS
23	9+720	9+780	60	BHS
24	10+300	10+480	180	BHS
25	10+880	11+080	200	BHS
26	11+180	11+400	220	BHS
27	11+520	11+700	180	BHS
28	12+220	12+360	140	BHS
29	12+370	12+760	390	BHS
30	12+980	12+990	10	BHS
31	13+020	13+080	60	BHS

# Unlined Drain :-

SI No.	Start Chainage(m)	End Chainage(m)	Length	Side
1	0	140	140	BHS
2	230	700	470	BHS
3	780	800	20	BHS
4	800	1080	280	LHS
5	1120	1220	100	BHS
6	1220	1280	60	LHS
7	1280	1720	440	BHS
8	1720	1940	220	BHS
9	1940	2140	200	BHS
10	2140	2200	60	LHS
11	2200	2300	100	BHS
12	2300	2320	20	LHS
13	2320	2520	200	LHS
14	2530	2540	10	LHS
15	2540	2640	100	BHS
16	2640	2660	20	LHS
17	2700	2740	40	LHS
18	2740	2760	20	LHS
19	2800	2820	20	LHS
20	2820	2880	60	BHS

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21	2+880	2+900	20	LHS
22	2+900	2+920	20	LHS
23	2+920	3+040	120	LHS
24	3+160	3+220	60	LHS
25	3+220	3+280	60	BHS
26	3+280	3+360	80	BHS
27	3+360	3+370	10	LHS
28	+3480	3+500	20	BHS
29	3+500	3+520	20	BHS
30	3+520	3+580	60	BHS
31	3+580	3+640	60	BHS
32	3+640	3+700	60	BHS
33	3+700	3+740	40	BHS
34	3+740	3+800	60	LHS
35	3+800	3+860	60	BHS
36	3+860	3+880	20	BHS
37	3+880	3+960	80	BHS
38	3+960	4+020	60	LHS
39	4+020	4+100	80	BHS
40	4+100	4+120	20	LHS
41	4+140	4+160	20	LHS
42	4+160	4+240	80	BHS
43	4+240	4+460	220	LHS
44	4+540	4+640	100	LHS
45	4+680	4+760	80	LHS
46	4+760	4+820	60	LHS
47	4+830	4+860	30	LHS
48	4+860	4+900	40	LHS
49	4+900	4+980	80	BHS
50	4+980	5+160	180	LHS
51	5+160	5+340	180	BHS
52	6+580	6+620	40	BHS
53	6+620	6+680	60	BHS
54	6+680	6+800	120	BHS
55	6+800	6+900	100	BHS
56	6+900	6+940	40	LHS

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57	6+940	7+000	60	LHS
58	7+000	7+020	20	BHS
59	7+020	7+040	20	LHS
60	7+340	7+520	180	LHS
61	7+520	7+640	120	BHS
62	7+640	7+680	40	LHS
63	7+780	7+880	100	LHS
64	7+880	7+960	80	BHS
65	7+960	7+980	20	LHS
66	8+000	8+040	40	LHS
67	8+120	8+140	20	BHS
68	8+140	8+160	20	LHS
69	8+160	8+200	40	BHS
70	8+220	8+280	60	BHS
71	8+340	8+440	100	LHS
72	8+440	8+560	120	BHS
73	8+560	8+580	20	BHS
74	8+580	8+620	40	BHS
75	8+620	8+640	20	BHS
76	8+640	8+660	20	LHS
77	8+660	8+680	20	BHS
78	8+680	8+700	20	LHS
79	8+740	8+760	20	LHS
80	8+760	8+820	60	BHS
81	8+820	8+880	60	LHS
82	8+880	8+920	40	BHS
83	8+920	8+980	60	LHS
84	9+000	9+040	40	BHS
85	9+040	9+080	40	LHS
86	9+080	9+100	20	BHS
87	9+100	9+140	40	LHS
88	9+140	9+180	40	BHS
89	9+180	9+220	40	LHS
90	9+220	9+240	20	LHS
91	9+240	9+320	80	BHS
92	9+320	9+380	60	LHS

93	9+380	9+700	320	BHS
94	9+700	9+720	20	LHS
95	9+780	9+800	20	LHS
96	9+800	9+880	80	BHS
97	9+880	10+280	400	LHS
98	10+280	10+300	20	LHS
99	10+480	10+880	400	LHS
100	11+080	11+180	100	BHS
101	11+400	11+520	120	BHS
102	11+700	12+000	300	BHS
103	12+000	12+220	220	LHS
104	12+760	12+840	80	BHS
105	12+840	12+980	140	LHS

#### 7. DESIGN OF STRUCTURES

- (i) General
- (a) All bridges, culverts and structures shall be designed and constructed in accordance with the provision of relevant Manual and shall conform to the cross- sectional features and other details specified therein.
- (b) Width of the carriageway of new bridges and structures shall be as follows: [Refer to the provision of relevant Manual and specify the width of carriageway of new bridges and structures of more than 60(sixty) meter length, if the carriageway width is different from 7.5(seven point five) meters in the table below.]:

SI. No.	Bridge at km	Width of carriageway and cross-sectional features*
1	6+260	9 m
2	3+370	9 m, Viaduct

- GAD Attached
- (c) The following structures shall be provided with footpaths:

SI. No.	location at km	Remarks			
	Nil				

- (d) All bridges shall be high-level bridges.
- (e) The following structures shall be designed to carry utility services specified in table below:

SI.	Bridge at km	Utility service to be carried	Remarks
-----	--------------	-------------------------------	---------

No.			
	Nil	· · · ·	

(f) Cross-section of the new culverts and bridges at deck level for the Project Highway shall conform to the typical cross-sections given in the provision of relevant Manual.

#### (ii) Culverts

- (a) Overall width of all culverts shall be equal to the roadway width of the approaches.
- (b) Reconstruction of existing culverts:

The existing culverts at the following locations shall be re-constructed as new culverts:

Sr. No.	Culvert Location	SPAN / Opening (m)	Remarks, If any
		Nil	

#### (c) Widening of existing culverts:

All existing culverts which are not to be reconstructed shall be widened to the roadway width of the Project Highway. All existing culverts which are not to be reconstructed shall be widened to the roadway width of the Project Highway as per the typical cross section given in the provision of relevant Manual. Repairs and strengthening of existing structures where required shall be carried out.

SI. No.	Culvert location	Type, span, height and width of existing culvert (m)	Repairs to be carried out [specify]
		Nil	

#### (d) Additional new culverts shall be constructed as per particulars given in the table below:

Sr. No.	Culvert Location	SPAN / Opening (m)
1	0+185	1x5
2	0+220	1x6
3	0+400	1x1.5
4	0+630	1x3
5	0+850	1x5
6	2+160	1x3
7	2+380	1x3
8	2+440	1x3
9	2+690	1x3
10	2+790	1x3
11	2+920	1x3

12	3+090	1x6
13	3+140	1x6
14	3+990	1x3
15	4+120	1x6
16	4+250	1x3
17	4+370	1x3
18	5+010	1x3
19	5+120	1x3
20	5+560	1x3
21	5+670	1x3
22	5+860	1x3
23	7+060	1x6
24	7+270	1x3
25	7+750	1x5
26	7+970	1x3
27	8+055	1x5
28	8+200	1x3
29	8+690	1x3
30	8+950	1x5
31	9+180	1x3
32	9+340	1x3
33	9+760	1x6
34	9+990	1x3
35	10+260	1x3
36	10+330	1x3
37	10+470	1x3
38	10+680	1x3
39	10+920	1x3
40	11+190	1x3
41	11+350	1x3
42	11+630	1x1.5
43	12+620	1x3
44	12+730	1x3
45	12+880	1x3

# (e) Repairs/replacements of railing/parapets, flooring and protection works of the existing culverts shall be undertaken as follows:

SI. No.	Location at km	Type of repair required
Nil		

# (f) Floor protection works shall be as specified in the relevant IRC Codes and Specifications.

#### (iii) Bridges

- (a) Existing bridges to be re-constructed/widened
- (i) The existing bridges at the following locations shall be re-constructed as new

#### Structures:

SI. No	Bridge Location	Salient details of existing bridge	Adequacy or otherwise of the existing waterway, vertical clearance, etc*
	NIL		

#### (ii) The following narrow bridges shall be widened:

SI. No.	Location	Existing width (m)	Existing Width of Culvert	Cross-section at deck level for widening @
	NIL			

#### (b) Additional New bridges

(i) New Bridges: New Bridges at the following locations on the Project Highway shall be constructed. GADs for the new bridges are attached in the drawings folder.

S. No.	Location (km)	Total length (m)	Remarks if any
1	0+706	8 (1x8)	9 m width
2	0+750	15 (1x15)	9 m width
3	2+520	10 (1x10)	9 m width
4	3+370	60(2x30)	9 m width (Viaduct)
5	4+460	20 (1x20)	9 m width
6	4+640	20 (1x20)	9 m width
7	4+820	10 (1x10)	9 m width
8	6+260	260 (1X260)	9 m width
9	12+360	10 (1x10)	9 m width
10	12+990	30 (1x30)	9 m width

(c) The railings of existing bridges shall be replaced by crash barriers at the following locations:

SI. No	Location at km	Remarks
NIL		

(d) Repairs/replacements of railing/parapets of the existing bridges shall be undertaken as follows:

SI. Location at (km) Remarks
------------------------------

NIL

(e) Drainage system for bridge decks

An effective drainage system for bridge decks shall be provided as specified in the provision of relevant Manual.

(f) Structures in marine environment

[Refer to the provision of relevant Manual and specify the necessary measures/ treatments for protecting structures in marine environment, where applicable]

#### (iv) Rail-road bridges

- (a) Design, construction and detailing of ROB/RUB shall be as specified in the provision of relevant Manual. [Refer to the provision of relevant Manual and specify modification, if any].
- (b) Road over-bridges

Road over-bridges (road over rail) shall be provided at the following level crossings, as per GAD drawings attached:

SI. No.	Location of Level crossing (Chainage km)	Length of span (m)
NIL		

#### (c) Road under-bridges

Road under-bridges (road under railway line) shall be provided at the following level crossings, as per GAD drawings attached:

SI. No.	Location of Level crossing (Chainage km)	Number and length of span (m)
NIL		

#### (v) Grade separated structures

[Refer to the provision of relevant Manual]

The grade separated structures shall be provided at the locations and of the type and length specified in paragraphs 2 (ix) and 3 of this Annex-I of schedule B.

#### (vi) Repairs and strengthening of bridges and structures

[Refer to the provision of relevant Manual]

The existing bridges and structures to be repaired / strengthened, and the nature and extent of repairs /strengthening required are given below:

#### (a) Bridges
SI. No.	Location of the Bridge (km)	Nature and extent of repairs / strengthening to be carried out
Nil		

## (b) ROB / RUB

SI. No.	Location of the Bridge (km)	Nature and extent of repairs / strengthening to be carried out
		Nil

## (c) Overpasses/Underpasses and other structures

SI. No.	Location of Structure (km)	Nature and extent of repairs /strengthening to be carried out
	NIL	

### (vii) List of Major Bridges and Structures

The following is the list of the Major Bridges and Structures:

S. No.	Location
1	6+260
2	3+370 (Viaduct)

## 8 TRAFFIC CONTROL DEVICES AND ROAD SAFETY WORKS

- (i) Traffic control devices and road safety works shall be provided in accordance with Section 9 of the Manual.
- (ii) Specifications of the reflective sheeting shall be as per Section 9 of the Manual.

### 9 ROADSIDE FURNITURE

- (i) Roadside furniture shall be provided in accordance with the provisions of the Manual.
- (ii) Overhead traffic signs: Location and Size nos.

Sr. No.	Design Chainage
1	2+120
2	12.500

#### 10 COMPULSORY AFFORESTATION

[Refer to the provision of relevant Manual and specify the number of trees which are required to be planted by the Contractor as compensatory afforestation.]

### 11 HAZARDOUS LOCATIONS

The safety barriers shall also be provided at the following hazardous locations:

Retaining wall, Breast wall and Parapet should be provided as per manual at the following location.

	RCC Retaining wall					
SR NO	START	END	Length (m)	LHS/RHS		
1	2+320	2+520	200	RHS		
2	2+660	2+700	40	RHS		
3	2+700	2+740	40	RHS		
4	2+760	2+800	40	RHS		
5	2+900	2+920	20	RHS		
6	3+040	3+120	80	RHS		
7	4+480	4+540	120	BHS		
8	4+660	4+680	40	BHS		
9	4+760	4+820	60	RHS		
10	4+830	4+860	30	RHS		
11	4+860	4+900	40	RHS		
12	5+540	5+700	320	BHS		
13	6+520	6+540	40	BHS		
14	7+040	7+100	60	RHS		

	Breast Wall					
SR NO	START	END	Length (m)	SIDE		
1	1+720	1+940	220	LHS		
2	2+540	2+640	100	LHS		
3	2+800	2+820	20	LHS		
4	2+820	2+880	60	LHS		
5	3+280	3+360	80	LHS		
6	3+500	3+520	20	RHS		
7	3+520	3+580	60	BHS		
8	3+640	3+700	60	LHS		
9	3+860	3+880	20	LHS		
10	3+880	3+960	80	LHS		
11	4+020	4+100	80	LHS		
12	4+160	4+240	80	LHS		
13	4+680	4+760	80	LHS		
14	4+760	4+820	60	LHS		
15	4+860	4+900	40	LHS		

16	4+900	4+980	80	LHS
17	4+980	5+160	180	LHS
18	6+580	6+620	40	LHS
19	6+620	6+680	60	LHS
20	6+680	6+800	120	BHS
21	6+800	6+900	100	RHS
22	6+900	6+940	40	LHS
23	8+560	8+580	20	LHS
24	8+620	8+640	20	LHS

Parapet wall				
START	END	LENGTH	SIDE	
800	1080	280	RHS	
1080	1120	80	BHS	
1220	1280	60	RHS	
2140	2200	60	RHS	
2300	2320	20	RHS	
2530	2540	10	RHS	
2640	2660	20	RHS	
2700	2760	60	RHS	
2800	2820	20	RHS	
2880	2900	20	RHS	
2900	2920	20	RHS	
3740	3800	60	RHS	
3960	4020	60	RHS	
4100	4120	20	RHS	
4140	4160	20	RHS	
4480	4540	120	BHS	
4660	4680	40	BHS	
4830	4860	30	RHS	
6520	6540	40	BHS	
6900	6940	40	RHS	
6940	7000	60	RHS	
7020	7040	20	RHS	
7040	7100	0	BHS	
7640	7680	40	RHS	
7780	7880	100	RHS	
7960	7980	20	RHS	
8000	8040	40	RHS	
8140	8160	20	RHS	

8340	8440	100	RHS
8640	8660	20	RHS
8680	8700	20	RHS
8740	8760	20	RHS
8820	8880	60	RHS
8920	8980	60	RHS
9040	9080	40	RHS
9100	9140	40	RHS
9180	9220	40	RHS
9220	9240	20	RHS
9320	9380	60	RHS
9700	9720	20	RHS
9780	9800	20	RHS
10280	10300	20	RHS
12840	12980	140	RHS

W-Beam crash barrier			
Start Chainage	End Chainage	length	Side
0+140	0+210	70	BHS
0+700	0+706	6	BHS
0+714	0+750	36	BHS
2+660	2+700	40	RHS
2+760	2+800	40	RHS
3+040	3+120	80	RHS
3+120	3+140	20	BHS
3+430	3+465	35	BHS
4+120	4+140	20	BHS
4+760	4+820	60	RHS
4+860	4+900	40	RHS
5+490	5+540	50	BHS
5+700	5+850	150	BHS
6+540	6+580	40	BHS
7+040	7+100	60	RHS
7+100	7+200	100	BHS
7+680	7+780	100	BHS
9+720	9+780	60	BHS
10+320	10+330	10	BHS
10+465	10+480	15	BHS
10+895	10+955	60	BHS
11+307	11+380	73	BHS
12+370	12+490	120	BHS

12+590	12+710	120	BHS
12+980	12+990	10	BHS
13+020	13+080	60	BHS

Increase in length if any as per site requirement will not constitute change of scope.

#### 12 SPECIAL REQUIREMENT FOR HILL ROADS

Refer to the provision of relevant manual and provide details where relevant and required.

### 13 CHANGE OF SCOPE

The length of Structures and bridges specified hereinabove shall be treated as an approximate assessment. The actual lengths as required on the basis of detailed investigations shall be determined by the Contractor in accordance with the Specifications and Standards. Any variations in the lengths specified in this Schedule-B shall not constitute a Change of Scope, save and except any variations in the length arising out of a Change of Scope expressly undertaken in accordance with the provisions of Article 13.

### 14. Utility Shifting

Shifting of obstructing existing utilities indicated in Schedule A to an appropriate location in accordance with the standards and specification of concerned Utility Owning Department is part of the scope of work of the Contractor/Concessionaire. The bidders may visit the site and assess the quantum of shifting of utilities for the projects before submission of their bid. Copy of utility relocation plan is enclosed. The specification of concerned Utility Owning Department shall be applicable and followed.

#### Notes:

a) The type/spacing/size/specifications of poles/towers/lines/cables to be used in shifting work shall be as per the guidelines of utility owning department and it is to be agreed solely between the contractor/Concessionaire and the utility owning department. No change of scope shall be admissible and no cost shall be paid for using different type/spacing/size/specifications in shifted work in comparison to those in the existing work or for making any overhead crossing to underground as per requirement of utility owning department and/or construction of project highway. The contractor/concessionaire shall carry out joint inspection with utility owning department and get the estimates from the utility owning department. The assistance of the Authority is limited to giving forwarding letter on the proposal of contractor/concessionaire to utility owning department whenever asked by the contractor/concessionaire. The decision/ approval of utility owning department shall be on the contractor/concessionaire.

b) The supervision charges at the rates/charges applicable of the utility owning department shall be paid directly by the Authority to the utility Owning department as and when contractor/concessionaire furnishes demand of utility Owning Department along with a copy of estimated cost given by later.

c) The dismantled material/scrap of existing Utility to be shifted/Dismantled shall belong to the contractor/concessionaire who would be free to dispose-off the dismantled material as

deemed fit by them unless the contractor/concessionaire is required to deposit the dismantled material may be availed by the contractor/concessionaire as per estimate agreed between them.

d) The utilities shall be handed over after shifting work is completed to utility Owning Department to their entire satisfaction. The maintenance liability shall rest with the Utility Owning Department after Handing over Process is complete as far as utility shifting works are concerned.

## SCHEDULE - C

(See Clause 2.1)

## **PROJECT FACILITIES**

### 1. **Project Facilities**

The Contractor shall construct the Project Facilities in accordance with the provisions of this Agreement. Such Project Facilities shall include:

- a) Toll plazas;
- b) Roadside furniture;
- c) Pedestrian facilities;
- d) Tree plantation;
- e) Truck lay-byes;
- f) Bus-bays and bus shelters;
- g) Rest areas; and
- h) Others to be specified

### 2. Description of Project Facilities

Each of the Project Facilities is described below:

#### a) Toll plaza

SI. No	Existing Location (km)	Design Chainage (km)
	NII	

#### b) Roadside Furniture

The roadside furniture shall include the provision of:

#### *i.* Traffic Signs

Traffic signs include roadside signs, overhead signs and kerb-mounted signs along the entire Project Highway as per the manual of specifications.

#### ii. Pavement Markings

Pavement markings shall cover road marking as per the manual of specifications.

#### *iii.* LED Traffic Blinkers

LED Traffic Blinkers for the entire project highway at the locations as suggested in Manual.

#### *iv.* Parapet wall and W-Beam crash barrier

The parapet wall and W-Beam crash barrier shall be provided along the project highway of minimum length of 2460 m and 2630 m respectively.

#### v. Delineators

Delineators for the entire Project Highway at the locations as suggested in Manual.

#### vi. Kilometre stones

Kilometer Stones for the entire Project Highway at the locations as suggested in Manual.

#### vii. Solar studs

The Solar Studs shall be provided throughout the project highway in accordance with table 5.2 of IRC: 35 and clause 9.5 of IRC: SP:73. Color of road studs shall be provided as per clause 5.4 of IRC 35.

#### c) Pedestrian Facilities

Pedestrian Guard rail shall be provided at junction as per provision of manual.

#### d) Tree Plantation

Landscaping & Tree Plantation shall be as per the Manual of Specifications & IRC Standards.

### e) Truck Lay-byes

SI. No.	Design Chainage (km)	Side
	Nil	

#### f) Bus Byes/ Shelters

Nil

- g) Rest area Nil
- h) Others

#### (i) Lighting shall be provided at the following locations:

a. Lighting shall be provided at all Major/Minor Junctions & Lighting on Bridges shall be provided at approach to bridges, built up areas, bus stops and as per manual recommended in Schedule D.

#### (ii) Passing Place

Sl. No.	Chainage(Km)	Sides
1	0+300	Left
2	1+350	Left
3	2+600	Left
4	4+600	Left

5	5+800	Left
6	7+400	Left
7	8+500	Left
8	10+150	Left
9	11+750	Left
10	12+700	Left

## SCHEDULE – D

#### (See Clause 2.1)

#### **Specifications and Standards**

## 1 Construction

The Contractor shall comply with the Specifications and Standards set forth in Annex-I of this Schedule-D for construction of the Project Highway.

### 2 Design Standards

The Project Highway including Project Facilities shall conform to design requirements set out in the Manual of Guidelines for Alignment survey and Geometric design of Hill roads – IRC: 52-2019 and Hill Road manual IRC: SP 48 - 1998 and IRC SP 73-2018 referred to as the Manual, and MORTH Specifications for Road and Bridge Works 5th Revision 2013 or latest version. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

#### Annex - I (Schedule-D)

### **Specifications and Standards for Construction**

#### 1. Specifications and Standards

All Materials, works and construction operations shall conform to the Guidelines for the Alignment Survey and Geometric Design of Hill Roads (IRC:52-2019) and Manual of Specifications and Standards for Intermediate Lane with hard Shoulder, referred to as the Manual or all other latest IRC Codes and Indian Road Congress (IRC) Codes and Standards and MORTH Specifications for Road and Bridge Works. Where the aforesaid Manuals, guidelines, codes, standards and specifications are silent on any aspect, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

#### 2 Deviations from the Specifications and Standards

- (i) The terms "Concessionaire", "Independent Engineer" and "Concession Agreement" used in the Manual shall be deemed to be substituted by the terms "Contractor", "Authority's Engineer" and "Agreement" respectively.
- (ii) Notwithstanding anything to the contrary contained in Paragraph 1 above, the following Specifications and Standards shall apply to the Project Highway, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:

SI. No.	ltem	Clause referred in Manual	Provision as per Manual	Modified Provision
1	Typical Cross section	IRC : SP : 73: 2018- 2.16	Typical Cross Sections	Typical Cross – Section shall be as specified at cl. 2(xi) of schedule B
2	Width of structures	IRC SP 73 2018 – 7.3	Width of structures	Width of structures shall be as specified in Annexure-I of Schedule B

(iii) [Note 1: Deviations from the aforesaid Specifications and Standards shall be listed out here. Such deviations shall be specified only if they are considered essential in view of project-specific requirements.]

## Schedule - E

### (See Clauses 2.1 and 14.2)

## **Maintenance Requirements**

### 1. Maintenance Requirements

- (i) The Contractor shall, at all times maintain the Project Highway in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.
- (ii) The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-E within the time limit specified therein and any failure in this behalf shall constitute non-fulfilment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in Clause 14.6 of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.
- (iii) All Materials, works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where the specifications for a work are not given, Good Industry Practice shall be adopted.

[Specify all the relevant documents]

### 2. Repair/rectification of Defects and deficiencies

The obligations of the Contractor in respect of Maintenance Requirements shall include repair and rectification of the Defects and deficiencies specified in Annex - I of this Schedule-E within the time limit set forth therein.

## 3. Other Defects and deficiencies

In respect of any Defect or deficiency not specified in Annex - I of this Schedule-E, the Authority's Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the Authority's Engineer.

## 4. Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-E, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Authority's Engineer and conveyed to the Contractor and the Authority with reasons thereof.

### 5. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-E, if any Defect, deficiency or deterioration in the Project Highway poses a hazard to safety or risk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimizing such danger.

### 6. Daily inspection by the Contractor

The Contractor shall, through its engineer, undertake a daily visual inspection of the Project Highway and maintain a record thereof in a register to be kept in such form and manner as the Authority's Engineer may specify. Such record shall be kept in safe custody of the Contractor and shall be open to inspection by the Authority and the Authority's Engineer at any time during office hours.

#### 7. Pre-monsoon inspection/post-monsoon inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before [1st June] every year in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required on the basis of this inspection shall be sent to the Authority's Engineer before the [10th June] every year. The Contractor shall complete the required repairs before the onset of the monsoon and send to the Authority's Engineer a compliance report. Post monsoon inspection shall be done by the [30th September] and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the Authority's Engineer.

## 8. Repairs on account of natural calamities

All damages occurring to the Project Highway on account of a Force Majeure Event or wilful default or neglect of the Authority shall be undertaken by the Authority at its own cost. The Authority may instruct the Contractor to undertake the repairs at the rates agreed between the Parties.

## Annex – I

### (Schedule-E)

## **Repair/rectification of Defects and deficiencies**

The Contractor shall repair and rectify the Defects and deficiencies specified in this Annex-I of Schedule-E within the time limit set forth in the table below.

### Table -1: Maintenance Criteria for Pavements:

Asset Type	Perform ance Paramet er Des		Level of Service (LOS)		Tools/Equip ment	Standards and References forInspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
		Desirable	Accepta ble					
Flexible Pavement (Pavementof MCW, Service Road,	Potholes	Nil	< 0.1 % of area and subject to limit of 10 mm in depth		Length Measurement Unit like Scale, Tape, odometeretc.	IRC 82: 2015 and Distress Identification Manual for Long TermPavement Performance Program, FHWA 2003 (http://www.tfhrc.com/pavement/lt tp/reports/03031/)	24-48 hours	MORT&H Specification 3004.2
Service	Potholes	Nil		Daily				

	Perform		f Service .OS)	Freque ncy of Inspect ion		Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
Asset Type	ance Paramet er	Desirable	Accepta ble					
s of Grade structure, approache s of connecting roads, slip roads, lay byes etc. as		Nil	< 5 % subject to limit of 0.5 sqm for any 50 m length	Daily			7-15 days	MORT&H Specificatio n 3004.3
applicable )	Rutting	Nil	< 5 mm	Daily	Straight Edge		15 -30 days	MORT&H Specificatio n 3004.2
	Corrugatio ns and Shoving	Nil	< 0.1 % of area	Daily	Length Measuremen t Unit like		2-7 days	IRC:82- 2015

	Perform	Level of Service (LOS)		Freque ncy of Inspect ion	Tools/Equip	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
Asset Type	ance Paramet er	Desirable	Accepta ble					
	Bleeding	Nil	< 1 % of area	Daily	Scale, Tape, odometer etc.		3-7 days	MORT&H Specificatio n 3004.4
	Ravelling / Stripping	Nil	< 1 % of area	Daily			7-15 days	IRC:82- 2015 read with IRC SP 81
	Edge Deformati on/ Breaking	Nil	< 1 m for any 100 m section and width < 0.1 m at any location, restricte				7- 15 days	IRC:82- 2015

ance	Perform	Level of Service		Freque ncy of Inspect ion		Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
	ance Paramet er	Desirable	Accepta ble					
			d to 30 cm from the edge					
	Roughness BI	2000 mm/km	2400 mm/km	Bi- Annuall y	Class I Profilometer	Class I Profilometer : ASTM E950 (98) :2004 –Standard Test Method for	180 days	IRC:82- 2015
	Skid Number	60SN	y Annuan y	SCRIM (Sideway- force Coefficient	measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference ASTM E1656 -94: 2000- Standard Guide	180 days	BS: 7941-1: 2006	
C	Pavement Condition Index	3	2.1	Bi- Annuall y	Routine	for Classification of Automatic Pavement Condition Survey Equipment	180 days	IRC:82- 2015

	Perform	Level of Service (LOS)		Freque ncy of Inspect ion	Tools/Equip	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
Asset Type	ance Paramet er	Desirable	Accepta ble					
	Other Pavement Distresses			Bi- Annuall y			2-7 days	IRC:82- 2015
	Deflection/ Remaining Life			Annual ly	Falling Weight Deflectomete r	IRC 115: 2014	180 days	IRC:115- 2014
(Pavemen	Roughness BI	2200m m/km	2400mm /km	Bi- Annuall y	Class I Profilometer	ASTM E950 (98) :2004 and ASTM E1656 - 94: 2000	180 days	IRC:SP:83- 2008
t of MCW, Service		Skid Resistand different speed o		Bi- Annuall y	SCRIM (Sideway- force	IRC:SP:83-2008	180 days	IRC:SP:83- 2008

	Perform		of Service [LOS]	Freque ncy of Inspect ion	Tools/Equip	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
Asset Type	ance Paramet er	Desirable	Accepta ble					
approach es of connectin g roads, slip		Minimum SN	Traffic Speed (Km/h)		Coefficient Routine Investigation Machine or equivalent)			
roads, lay byes etc.		36	50		equivalentj			
as applicabl e)		33	65					
		32	80					
		31	95					
		31	110					

Perform	Perform	Level of Service (LOS)		Freque ncy of Inspect ion	Tools/Equip	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
Asset Type	ance Paramet e er	Desirable	Accepta ble					
	Edge drop at shoulders	Nil	40m m	Daily			7-15 days	MORT&H Specificatio n 408.4
Embankm ent/ Slope	Slope of camber/c ross fall	Nil	<2% variation in prescrib ed slope of camber /cross fall	Daily	Length Measuremen	IRC	7-15 days	MORT&H Specificatio n 408.4
	Embankme nt Slopes	Nil	<15 % variation in prescribe	5	t Unit like Scale, Tape, odometer etc.		7-15 days	MORT&H Specificatio n 408.4

	Perform	Level of Service (LOS)		Freque ncy of Inspect ion	Tools/Equip	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
Asset Type	ance Paramet er	Desirable	Accepta ble					
			side slope					
	Embankme nt Protection	Nil	Nil	Daily	NA		7-15 days	MORT&H Specification
	Rain Cuts/ Gullies ir slope	Nil	Nil	Daily Speciall y During Rainy Season			7-15 days	MORT&H Specification

In addition to the above performance criterion, the contractor shall strictly maintain the rigid pavements as per requirements in the following table

# Table -2: Maintenance Criteria for Rigid Pavements:

			Degree of Severity		Repair Action					
S.No.	Type of Distress	Measured Parameter		Assessment Rating	For the case $d < D/2$	For the case d > D/2				
	CRACKING									
		w = width of crack L = length of crackd = depth of crack D = depth of slab	0	Nil, not discernible	— Seal without delay	Not applicable				
	Single Discrete		1	w < 0.2 mm. hair cracks						
1	intersecting with any			w = 0.2 - 0.5 mm, discernible from slow-moving car		Seal, and stitch if L > lm.				
			3	w = 0.5 - 1.5 mm, discernible from fast-moving car		Within 7days				

		Measured	Dermonof		Repair Action	
S.No.	Type of Distress	Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2
		4	w = 1.5 - 3.0 mm	Seal, and stitch if L > l m.	Staple or Dowel Baı Retrofit, FDR foı	
			5	w > 3 mm.	Within 7 days	affected portion. Within 15days
		<b>k</b> L = length of crackd	0	Nil, not discernible	No Action	
			1	w < 0.2 mm, hair cracks		-
2	intersecting with one		2	w = 0.2 - 0.5 mm, discernible from slow vehicle		Retrofit. Within 15days
			1 1	w = 0.5 - 3.0 mm, discernible from fast vehicle	Route, seal and stitch, if L > 1 m. Within 7 days	

		Measured	Demos		Repair Action	
S.No.	o. Type of Distress Parameter	Degree of Severity	Assessment Rating	For the case $d < D/2$	For the case d > D/2	
			4	w = 3.0 - 6.0 mm		Full Depth Repain Dismantle and reconstruct affected. Portion with norms and specifications
			5	w > 6 mm, usually associated with spalling, and/or slab rocking under traffic	Not Applicable, as it may	See Para 5.5 & 9.2 Within 15days
			0	Nil, not discernible	No Action	
3		w = width of crack L = length of crackd = depth of crackD = depth of slab	1	w < 0.5 mm, discernable from slow moving vehicle	Seal with epoxy, if L > 1 m.	Staple or dowel bar retrofit. Within 15days

					<b>Repair Action</b>	
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2
				w = 0.5 - 3.0 mm, discernible from fast vehicle	Route seal and stitch, if L > l m. Within 15 days	-
			3	w = 3.0 - 6.0 mm	Staple, if L > 1 m. Within 15 days	Partial Depth Repair with stapling.
			4	w = 6.0 - 12.0 mm, usually associated with spalling	Not Applicable, as it may	Within 15 days
			5	w > 12 mm, usually associated with spalling, and/or slab rocking under traffic	be full depth	Full Depth Repain Dismantle and reconstruct affected portion as per norms and specifications -

	Type of Distress	Measured Parameter	Degree of Severity		<b>Repair Action</b>	
S.No.				Assessment Rating	For the case d < D/2	For the case d > D/2
						See Para 5.6.4 Within 15 days
			0	Nil, not discernible	No Action	
	Multiple Cracks		1	w < 0.2 mm, hair cracks	n Full depth repair within 15 days	-
				w = 0.2 - 0.5 mm. discernible from slow vehicle		
	intersecting with one or more joints		3	w = 0.5 - 3.0 mm, discernible from fast vehicle		Dismantle, Reinstate subbase,
			4	w = 3.0 - 6.0 mm panel broken into 2 or 3 pieces		Reconstruct whole slab as per specifications within
			5	w > 6 mm and/or panel broken		30 days

		Measured Parameter	Degree of Severity		<b>Repair Action</b>	Repair Action		
S.No.	Type of Distress			Assessment Rating	For the case d < D/2	For the case d > D/2		
				into more than 4 pieces				
			0	Nil, not discernible	No Action	-		
		w = width of crack L = length of crack	1	w < 0.5 mm; only 1 corner broken	secure broken parts Within 7 days Partial Depth (Refer Figure 8.3 of IRC:SP: 83-2008) Within 15 days	Seal with epoxy seal		
			2	w < 1.5 mm; L < 0.6 m, only one corner broken		with epoxy Within 7days		
5	Corner Break			w < 1.5 mm; L < 0.6 m, two corners broken				
			4	w > 1.5 mm; L > 0.6 m or three corners broken		Full depth repair		
			5	ree or four corners broken		Reinstate sub-base, and reconstruct the		

			_		Repair Action		
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2	
						slab as per norms and specifications within 30days	
			0	Nil, not discernible		No Action	
			1	w < 0.5 mm; L < 3 m/m²	Not Applicable, as it may be full depth	Seal with low	
	Punchout		2	either w > 0.5 mm or L < 3 m/m <sup>2</sup>		viscosity epoxy to secure broken parts.	
6	Continuous Reinforced Concrete		3	w > 1.5 mm and L < $3 \text{ m/m}^2$		Within 15days	
	Pavement (CRCP) only)		4			Full depth repair -Cut out and replace damaged area taking	
				5	w > 3 mm, L > 3 m/m <sup>2</sup> and deformation		care not to damage reinforcement. Within 30days

			Damag		Repair Action	Repair Action					
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2					
	Surface Defects										
			0	Nil, not discernible	Short Term	Long Term					
		r = area damaged rsurface/total esurface of slab (%) h = maximum depth of damage	0		No action.						
			1	r < 2 %	Local repair of areas damaged						
7			2	r = 2 - 10 %	and liable to be damaged. Within 15 days	Not Applicable					
				3	r = 10-25%	Bonded Inlay, 2 or 3 slabs if					
			4	r = 25 - 50 %	affecting.						

			Damag		Repair Action		
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2	
					Within 30 days		
			5	r > 50% and h > 25 mm	Reconstruct slabs, 4 or more slabs if affecting. Within 30 days		
		r = damaged surface/total surface of slab (%) h = maximum depth of damage			Short Term L No action.	Long Term	
				Nil, not discernible			
8	Scaling				Local repair of areas damaged		
			2	r = 2 - 10 %	and liable to be damaged. Within 7days	Not Applicable	

		M	Description		Repair Action	Repair Action	
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2	
			3	r = 10 - 20%	Bonded Inlay within 15		
			4	r = 20 - 30 %	days		
			5	r > 30 % and h > 25 mm	Reconstruct slab within 30 days		
			0		No action.		
			1	t > 1 mm	No action.		
I Y	Polished Surface/Glazing	t = texture depth, sand patch test	2 '	t = 1 - 0.6 mm		Not Applicable f	
			3	t = 0.6 - 0.3 mm	Monitor rate o deterioration		
			4	t = 0.3 - 0.1 mm			

		Measured	Demos of		Repair Action	Repair Action		
S.No.	Type of Distress	Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2		
			5	t < 0.1 mm	Diamond Grinding if affecting 50% or more slabs in a continuous stretch of minimum 5 km. Within 30 days			
			0	d < 50 mm; h < 25 mm; n < 1 per 5 m <sup>2</sup>	No action.			
10	Popout (Small Hole) Pothole Refer Para 8.4			-	Partial depth repair 65 mm deep.	Not Applicable		
			2	d = 50 - 100 mm; h > 50 mm; n < 1 per 5 m²	Within 15 days			

S.No.	Type of Distress	Measured Parameter	Degree of Severity		Repair Action	
				Assessment Rating	For the case $d < D/2$	For the case d > D/2
				d = 100 - 300 mm; h < 100 mm n < 1 per 5 m²	Partial depth repair 110mm	
					i.e.10 mm more than the depth	
			<u> </u>	d = 100 - 300 mm; h > 100 mm; n < 1 per 5 m <sup>2</sup>	of the hole.	
					Within 30 days	
			5	d > 300 mm; h > 100 mm: n > 1 per	Full depth repair.	
				5 m <sup>2</sup>	Within 30 days	

Joint Defects						
			0	Difficult to discern.	Short Term	Long Term
11	Joint Seal Defects	loss or damageI = Length as % total joint length	0		No action.	Not Applicable
			1	Discernible, L< 25% but o little immediate consequence with regard to ingress of water of trapping incompressible material.	Clean joint, inspect later.	
			3	insufficient protection against ingress of water and trapping	selected locations.	
			Э	Severe; w > 3 mm negligible protection against ingress of water	Clean, widen and reseal the joint. Within 7 days	

				and trapping incompressible material.		
	Spalling of Joints	w = width on either side of the joint L = length of spalled portion (as % join- length)	0	Nil, not discernible	No action.	Not Applicable
			1	w < 10 mm	Apply low viscosity epoxy resin/ mortar in cracked portion.	
			2	w = 10 - 20 mm, L < 25%		
12				w = 20 - 40 mm, L > 25%	Partial Depth Repair. Within 15 days	
			4	w = 40 - 80 mm, L > 25%	30 - 50 mm deep, h = w + 20% of w, within 30 days	
			5	w > 80 mm, and L > 25%	50 - 100 mm deep repair. H = w + 20% of w. Within 30 days	
13	Faulting (or Stepping)	f = difference of level	0	not discernible, < 1 mm	No action.	No action.

	in Cracks or Joints		1	f < 3 mm		
			2	f = 3 - 6  mm	Determine cause and observe, take action for diamond grinding	Replace the slab as appropriate. Within 30days
			3	f = 6 - 12 mm	Diamond Grinding	
			4	f= 12 - 18 mm	Raise sunken slab.	Poplace the slab as
			5		Strengthen subgrade and sub-base by grouting and raising sunken slab	Replace the slab as appropriate. Within 30days
14	Blowup or Buckling	h = vertical displacement from normal profile			Short Term	Long Term
				Nil, not discernible	No Action	
				h < 6 mm	NO ACUOII	
			2	h = 6 - 12 mm	Install Signs to Warn Traffic	
			3	h = 12 - 25 mm	within 7 days	
----	--	--	---	---	--	----------------
			4	h > 25 mm	Full Depth Repair. Within 30 days	
			5	shattered slabs, ie 4 or more pieces	Replace broken slabs. Within 30 days	
			0	Not discernible, h < 5 mm	No action.	
			1	h = 5 - 15 mm	No action.	
15		h = negative vertica displacement from normal profile L =length		h = 15-30 mm, Nos <20% joints	Install Signs to Warn Traffic	Not Applicable
			3	h = 30 - 50 mm	within 7 days	
			4	h > 50 mm or > 20% joints	Strengthen subgrade. Reinstate pavement at normal level	

			5	h > 100 mm	if L < 20 m. Within 30 days	
			0	Not discernible. h < 5	Short Term	Long Term
	16 <b>Heave</b>		0	mm	No action.	
			1	h = 5 - 15 mm	Follow up.	
16		<ul> <li>h = positive vertica</li> <li>displacement from</li> <li>normal profile.</li> <li>L = length</li> </ul>		h = 15 - 30 mm, Nos <20% joints	Install Signs to Warn Traffic	scrabble
			3	h = 30 - 50 mm	within 7 days	scrabble
			4	h > 50 mm or > 20% joints	Stabilise subgrade. Reinstate pavement at normal level if length	
			5	h > 100 mm	< 20 m. Within 30 days	
17	Bump	h = vertical	0	h < 4 mm	No action	

		displacement from normal profile	1 h = 4 - 7 mm		Grind, in case of new construction within 7 days	Construction Limit for New Construction.
			3	h = 7 - 15 mm	Grind, in case of ongoing Maintenance within 15 days	Replace in case of new construction. Within 30days
			5	h > 15 mm	Full Depth Repair. Within 30 days	Full Depth Repair. Within 30days
		f = difference of level	0	Nil, not discernible	Short Term	Long Term
			0	< 3mm	No action.	
18	Laneto18ShoulderDropoff		1	f = 3 - 10 mm	Spot repair of shoulder	
			2	f = 10 - 25 mm	within 7 days	
			3	f = 25 - 50 mm	Fill up shoulder	

			4	f = 50 - 75 mm	within 7 dayss	For any 100 m stretch Reconstruct
			5 f > 75 mm			shoulder, if affecting 25% or more of stretch. Within 30days
			]	Drainage		
			0	not discernible	No Action	
		quantity of fines and water expelled through open joints and cracks	1 to 2		Repair cracks and joints Without delay.	Inspect and repair sub-drainage at
19	19 Pumping	Nos	3 to 4	appreciable/ Frequent 10 - 25%	Lift or jack slab within 30 days.	distressed sections and upstream.
		Nos/100 m stretch	5	abundant, crack development > 25%	Repair distressed pavement sections. Strengthen subgrade and subbase. Replace slab. Within 30 days	

	20 <b>Ponding</b> due		0-2	No discernible problem	No action.	
20		Ponding on slabs due to blockage of drains	3 to 4	drains but water	ronow up	Action required to stop water damaging
			5	Ponding, accumulation of water observed	-do-	foundation within 30 days.

Asset Type	Performance Parameter	L	evel of Service (	LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
Highway		of safe st	C SP :84-2014, a topping sight dist ble throughout. <b>Desirable</b> <b>Minimum Sight</b> <b>Distance (m)</b> 360 260		Monthly	Manual Measurement s with Odometer along with video/ image backup	Removal of obstr hours, in case of s by temporary obje temporary encroa In case of permane design deficiency: Removal obstruction/impre deficiency at the e Speed Re and suitable measures such as marking, blinkers, applied during rectification.	sight line affected ects such as trees, chments. ent structure or of ovement of arliest striction boards traffic calming transverse bar etc. shall be	IRC:SP 84-2014
Pavemen t Marking	Wear	<70% of	<70% of marking remaining		Bi- Annually	Visual Assessment as per Annexure-F of IRC:35-2015	Re - painting	Cat-1 Defect – within 24 hours Cat-2 Defect within 2 months	IRC:35- 2015

 Table -3: Maintenance Criteria for Safety Related Items and Other Furniture Items:

Asset Type	Performance Parameter	Le	evel of Serv	vice (LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
	Day time Visibility	Ce 130mcd/	ement Road m²/lux tuminous l		Monthly	As per Annexure-D of IRC:35-2015	Re - painting	Cat-1 Defect – within 24 hours Cat-2 Defect – within 2 months	IRC:35- 2015
	Night Time Visibility	Initial and for Dry R night tim Design Speed Up to 65 65 - 100 Above 100 Initial and Night Vis	d Minimun etro reflec e: (RL) Reflectiv (mcd/m <sup>2</sup> Initial (7 days) 200 250 350 d Minimum	5	Bi-Annually	As per Annexure-E of IRC:35-2015	Re - painting	Cat-1 Defect – within 24 hours Cat-2 Defect – within 2 months	IRC:35-2015

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
		Initial 7 days Retro reflectivity: 100 mcd/m²/lux Minimum Threshold Level: 50 mcd/m²/lux					
	Skid Resistance	Initial and Minimum performance for Skid Resistance: Initial (7days): 55BPN Min. Threshold: 44BPN *Note: shall be considered under urban/city traffic condition encompassing the locations like pedestrian crossings, bus bay, bus stop, cycle track intersection delineation, transverse bar markings etc	Bi-Annually	As per Annexure-G of IRC:35-2015		Within 24 hours	IRC:35-2015
Road Signs	Shape and	Shape and Position as per IRC:67- 2012. Signboard should be clearly visible for the design speed of the section.	Daily	Visual with video/image backup	shape is damaged. Relocation as per requirement	48 hours in case of Mandatory Signs, Cautionary and Informatory Signs (Single and Dual post signs) 15 Days in case of Gantry/Cantileve r Sign boards	IRC:67-2012
	Retro reflectivity	As per specifications in IRC:67-2012	Bi-Annually	Testing of each	hange of ignboard	48 hours in case of Mandatory	RC:67-2012

Asset Type	Performance Parameter		Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
				signboard using Retro Reflectivity Measuring Device. In accordance with ASTM D 4956-09.		Signs, Cautionary and Informatory Signs (Single and Dual post signs) 1 Month in case of Gantry/Cantilev er Sign boards	
	Korh Hojaht	As per IRC 86:1983 depending upon type of Kerb	Bi-Annually		Raising Kerb Height	Within 1 Month	RC 86:1983
Kerb	Kerb Painting	<u>Functionality</u> : Functioning of Kerb painting as intended	Daily	Visual with video/image backup	Kerb Repainting	Within 7-days	RC 35:2015
	Pavement Markers (Road	Numbers and Functionality as per specifications in IRC:SP:84-2014 and IRC:35-2015, unless specified in Schedule-B.	Daily	Counting	New Installation	Within 2 months	IRC:SP:84- 2014, IRC:35- 2015
Other Road		<u>Functionality:</u> Functioning of guardrail as intended	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:SP:84- 2014
		<u>Functionality</u> : Functioning of Safety Barriers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84- 2014, IRC:119- 2015
	End Treatment of	<u>Functionality:</u> Functioning of End Treatment as intended	Daily	Visual with video/image	Rectification	Within 7 days	IRC:SP:84- 2014,

Asset Type	Performance Parameter		Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
	Traffic Safety Barriers			backup			IRC:119- 2015
_	Attenuators	<u>Functionality:</u> Functioning of Attenuators as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP-2014, IRC:119- 2015
	Guard Posts and Delineators	<u>Functionality:</u> Functioning of Guard Posts and Delineators as intended	Daily	Visual with video/image backup	Rectificatio n	Within 15 days	IRC: 79 - 1981
	Overhead Sign Structure	Overhead sign structure shall be structurally adequate	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:67-2012
	Traffic Blinkers	<u>Functionality:</u> Functioning of Traffic Blinkers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84- 2014
	Highway	Illumination: Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be measured with luxmeter	1	24 hours	IRC:SP:84- 2014
	Lights	No major failure in the lighting system	Daily	-	Rectification of failure	24 hours	IRC:SP:84- 2014
Highway Lighting		No minor failure in the lighting system	Monthly	-	Rectification of failure	8 hours	IRC:SP:84- 2014
System	Toll Plaza Canopy Lights	Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be measured with luxmeter	Improvement in Lighting System	24 hours	IRC:SP:84- 2014
		No major/minor failure in the lighting system	Daily		Rectification of failure	8 hours	IRC:SP:84- 2014

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
Trees and Plantatio n including median plantatio n	0 5	No obstruction due to trees		Visual with video/image backup	Removal of trees	Immediate	IRC:SP:84- 2014
	in health of trees and	Health of plantation shall be as per requirement of specifications & instructions issued by Authority from time to time	Daily	Visual with video/image backup	Timely watering and treatment.Or Replacement of Trees and Bushes.	Within 90 days	IRC:SP:84- 2014
		Sight line shall be free from obstruction by vegetation		Visual with video/image backup	Removal of Trees	Immediate	IRC:SP 84- 2014
	Cleaning of toilets	-	Daily	-	-	Every 4 hours	
Rest Areas	Defects in electrical, water and sanitary installations	-	Daily	-	Rectification	24 hours	

Asset Type	Performance Parameter		Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specificat s and Standard	
Facilities and	pedestrian fac	leterioration in Approach Roads, ilities, truck lay-bys, bus-bays, bus- crossings, Traffic Aid Posts, Medical other works	Daily	-	Rectification	15 days	IRC:SP 2014	84-

Asset Type	Performanc e Parameter	Level of Service (LOS)	Frequency of Measuremen t		Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		85% of culvert normal flow area to available	year (before and after rainy season)	vegetation.	Cleaning silt up soils and debris in culvert barrelafter rainy season, removal of bushes and vegetation, U/s of barrel, under barrel and D/s of barrel before rainy season.	before onset of monsoon and within 30 days after end of rainy season.	IRC 5-2015, IRC SP:40- 1993 and IRC SP:13- 2004
	Leak-proof expansion joints if any	No leakage through expansion joints	Bi-Annually	Physical inspection of expansion joints as per IRC SP: 35- 1990 if any, for leakage strains on walls at joints.	Fixing with sealant suitably	30 days or before onset of rains whichever comes earlier	IRC SP:40- 1993 and IRC SP:69-2011
Pipe/box/slab culverts	Structurall	Spalling of concrete not more than 0.25 sqm Delamination of concrete not more than 0.25 sq.m. Cracks wider than 0.3 mm not more than 1m aggregate length	Bi-Annually	Detailed inspection of all components of culvert as per IRC SP:35-1990 and recording the defects	Repairs to spalling, cracking, delamination, rusting shall be followed as per IRC:SP:40-1993.	15 days	IRC SP 40- 1993 and MORTH Specification s clause 2800

	Protection works in good condition	Damaged of rough stone apron or bank revetment not more than 3 sqm, damage to solid apron (concrete apron) not more than 1 sqm	2 times in a year (before and after rainy season)	Condition survey as per IRC SP:35-1990	Repairs to damaged aprons and pitching	30 days after defect observation or 2 weeks before onset of rainy season whichever is earlier.	IRC: SP 40- 1993 and IRC:SP:13- 2004.
Bridges including ROBs Flyover etc. as applicable	Riding quality or user comfort	No pothole in wearing coat on bridge deck	Daily	Visual inspection as per IRC SP:35-1990	Repairs to BC or wearing coat	15 days	MORT&H Specification 2811
Bridge -Super	Bumps	No bump at expansion joint	Daily	Visual inspection as per IRC SP:35- 1990	Repairs to BC on either side of expansion joints, profile correction course on approach slab in case of settlement to approach embankment	15 days	MORT&H Specification 3004.2 & 2811.
Structure	User safety (condition of crash barrier and guard rail)	No damaged or missing stretch of crash barrier or pedestrian hand railing		Visual inspection and detailed condition survey as per IRC SP: 35- 1990.	Repairs and replacement of safety barriers as the case may be	3days	IRC: 5-1998, IRC SP: 84- 2014 and IRC SP: 40- 1993.

Rusted reinforcem ent Spalling of concrete Delaminatio n	Not more than 0.25 sq.m Not more than 0.50 sq.m Not more than 0.50 sq.m	Bi- Annually	Detailed condition survey as per IRCSP: 35-1990 using Mobile Bridge Inspection Unit	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out the repairs to affected concrete portion with epoxy mortar / concrete.	15 days	IRC SP: 40- 1993 and MORTH Specificatio n 1600.
Cracks wider than 0.30 mm	Not more than 1m total length	Bi-Annually	Detailed condition survey as per IRCSP: 35-1990 using Mobile Bridge Inspection Unit	Grouting with epoxy mortar, investigating causes for cracks development and carry out necessary rehabilitation.	48 Hours	IRC SP: 40- 1993 and MORTH Specification 2800.
Rainwater seepage through deck slab	Leakage - nil	Quarterly	Detailed condition survey as per IRCSP: 35-1990 using Mobile Bridge Inspection Unit	Grouting of deck slab at leakage areas, waterproofing, repairs to drainage spouts	1 months	MORTH specifications 2600 & 2700.
Deflection due to permanent loads and	Within design limits.	Once in every 10 years for spans more	Load test method	Carry out major rehabilitation works on bridge to retain original design loads capacity	6 months	IRC SP: 51- 1999.

live loads		than 40 m				
in bridge deck due to	Frequency of vibrations shall not be more than 5 Hz		Laser displacement sensors or laser vibro-meters	Strengthening of super structure	4 months	AASHTO LRFD specificati
Leakage in Expansion joints	No damage to elastomeric sealant compound in strip seal expansion joint,no leakage of rain water through expansion joint in case of buried and asphalt plug and copper strip joint.	Bi-Annually	Detailed condition survey as per IRC SP:35-1990 using Mobile Bridge Inspection Unit	Replace of seal in expansion joint	15 days	MORTH specification 2600 and SP: 40-199
Debris and dust in strip seal	No dust or debris in expansion joint	Monthly	Detailed condition survey as per IRC SP:35-1990 using	Cleaning of expansion joint gaps thoroughly	3 days	MORTH specificat s 2600 an

	expansion joint	gap.		Mobile Bridge Inspection Unit			IRC SP: 40- 1993.
	Drainage spouts	No down take pipe missing/broken below soffit of the deck slab. No silt, debris, clogging of drainage spout collection chamber.	Monthly	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	Cleaning of drainagespouts thoroughly. Replacement of missing/broken down take pipes with a minimum pipe extension of 500mm below soffit of slab. Providing sealant around the drainage spout if any leakages observed.	3 days	MORTH specification 2700.
Bridge- substructure	Cracks/sp alling of concrete/ rusted steel	No cracks, spalling of concrete and rusted steel	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	Allthecorrodedreinforcement shall needto be thoroughly cleanedfrom rusting and appliedwithanti-corrosivecoatingbeforecarryingoutrepairstosubstructurebygrouting/gunitingandmicroconcretingdependingontypedefect noticed	30 days	IRC SP: 40- 1993 and MORTH specification 2800.

	Bearings	Delamination of bearing reinforcement not more than 5%, cracking or tearing of rubber not more than 2 locations per side, no rupture of reinforcement or rubber	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	In case of failure of even one bearing on any pier/abutment, all the bearings on that pier/abutment shall be replaced, in order to get uniform load transfer on to bearings.	3 months	MORTH specificatio n 2810 and IRC SP: 40- 199.
Bridge Foundations	Scouring around foundatio ns	Scouring shall not be lower than maximum scour level for the bridge	Bi-Annually	Condition survey and visual inspection as per IRC SP:35-1990 using Mobile Bridge Inspection Unit. In case of doubt,use Underwatercamera for inspection of deep wells in major Rivers.	Suitable protection works around pier/abutment	1 month	IRC SP: 40- 1993, IRC 83-2014, MORTH specificatio n 2500
	Protectio n works in good condition	Damaged of rough stone apron or bank revetment not more than 3	2 times ina year (before and after rainy season)	Condition survey as per IRC SP:35- 1990	Repairs to damaged aprons and pitching.	30 days after defect observatio n or 2	IRC: SP 40- 1993 and IRC:SP:13- 2004.

sq.m, damage to	weeks	
solid apron	before	
(concrete	onset of	
apron) not	rainy	
more than 1	season	
sq.m	whichever	
	is earlier.	

Note: Any Structure during the entire contract period which is found that does not complies with all requirements of this Table will be prepared, rehabilitated or even reconstructed under the scope of the contractor.

Table 4: Maintenance Criteria for Structures and Culverts:

#### Table 5: Maintenance Criteria for Hill Roads

Hill Roads		
(i)	Damage to Retaining wall/ Breast wall	7 (Seven) days
(ii)	Landslides requiring clearance	12 (Twelve) hours
(iii)	Snow requiring clearance	24 (Twenty Four) hours

In addition to above, for hill roads the following provisions for maintenance is also to done.

<u>Note:</u> For all tables 1 to 5 above, latest BIS & IRC standards (even those not indicated herewith) along with MoRTH specifications shall be binding for all maintenance activities.

# A. Flexible Pavement

	Nature of Defect or deficiency	Time limit for repair/ rectification
(b)	Granular earth shoulders, side slopes, drains and culverts	
(i)	Variation by more than 1 % in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (seven) days
(ii)	Edge drop at shoulders exceeding 40 mm	7 (seven) days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 (thirty) days
(iv)	Rain cuts/gullies in slope	7 (seven) days
(v)	Damage to or silting of culverts and side drains	7 (seven) days
(vi)	Desilting of drains in urban/semi- urban areas	24 (twenty four) hours
(vii)	Railing, parapets, crash barriers	7 (seven) days (Restore immediately if causing safety hazard)
(c)	Road side furniture including road sign and pavement ma	rking
(i)	Damage to shape or position, poor visibility or lossof retro- reflectivity	48 (forty eight) hours
(ii)	Painting of km stone, railing, parapets, crashbarriers	As and when required/ Once every year
(iii)	Damaged/missing signs road requiring replacement	7 (seven) days
(iv)	Damage to road mark ups	7 (seven) days
(d)	Road lighting	
(i)	Any major failure of the system	24 (twenty four) hours
(ii)	Faults and minor failures	8 (eight) hours
(e)	Trees and plantation	

	Nature of Defect or deficiency	Time limit for repair/ rectification
(i)	Obstruction in a minimum head- room of 5 m above carriageway or obstruction in visibility of road signs	24 (twenty four)hours
(ii)	Removal of fallen trees from carriageway	4 (four) hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iv)	Trees and bushes requiring replacement	30 (thirty) days
(v)	Removal of vegetation affecting sight line and roadstructures	15 (fifteen) days
(f)	Rest area	
(i)	Cleaning of toilets	Every 4 (four) hours
(ii)	Defects in electrical, water and sanitary installations	24 (twenty four) hours
(g)	[Toll Plaza]	
(h)	Other Project Facilities and Approach roads	
(i)	Damage in approach roads, pedestrian facilities, truck lay- byes, bus-bays, bus-shelters, cattle crossings, [Traffic Aid Posts, Medical Aid Posts] andservice roads	15 (fifteen) days
(ii)	Damaged vehicles or debris on the road	4 (four) hours
(iii)	Malfunctioning of the mobile crane	4 (four) hours
Bridg	jes	
(a)	Superstructure	
(i)	Any damage, cracks, spalling/ scaling	within 48 (forty eight) hours
	Temporary measures	within 15 (fifteen) days or as specified by the Authority'sEngineer
	Permanent measures	
(b)	Foundations	

	Nature of Defect or deficiency	Time limit for repair/ rectification
(i)	Scouring and/or cavitation	15 (fifteen) days
(c)	Piers, abutments, return walls and wing walls	
(i)	Cracks and damages including settlement andtilting, spalling, scaling	30 (thirty) days
(d)	Bearings (metallic) of bridges	
(i)	Deformation, damages, tilting or shifting of bearings	15 (fifteen) days Greasing of metallic bearings once in a year
(e)	Joints	
(i)	Malfunctioning of joints	15 (fifteen) days
(f)	Other items	
(i)	Deforming of pads in elastomeric bearings	7 (seven) days
(ii)	Gathering of dirt in bearings and joints; or cloggingof spouts, weep holes and vent-holes	3 (three) days
(iii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days (immediately within 24 hours if posing danger to safety)
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	7 (seven) days
(v)	Damage to wearing coat	15 (fifteen) days
(vi)	Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds	30 (thirty) days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
(g)	Hill Roads	·
(i)	Damage to retaining wall/breast wall	7 (seven) days
(ii)	Landslides requiring clearance	12 (twelve) hours

	Nature of Defect or deficiency	Time limit for repair/ rectification
(iii)	Snow requiring clearance	24 (twenty-four) hours

[Note: Where necessary, the Authority may modify the time limit for repair/rectification, or add to the nature of Defect or deficiency before issuing the bidding document, with the approval of the competent authority.]

## Schedule - F (See Clause

# 4.1 (vii)(a)) Applicable

### Permits

#### **1.** Applicable Permits

- (i) The Contractor shall obtain, as required under the Applicable Laws, the following Applicable Permits:
  - (a) Permission of the State Government for extraction of boulders from quarry;
  - (b) Permission of Village Panchayats and Pollution Control Board for installation of crushers;
  - (c) License for use of explosives;
  - (d) Permission of the State Government for drawing water from river/reservoir;
  - (e) License from inspector of factories or other competent Authority for setting up batching plant;
  - (f) Clearance of Pollution Control Board for setting up batching plant;
  - (g) Clearance of Village Panchayats and Pollution Control Board for setting up asphalt plant;
  - (h) Permission of Village Panchayats and State Government for borrow earth; and
  - (i) Any other permits or clearances required under Applicable Laws.
- (ii) Applicable Permits, as required, relating to environmental protection and conservation shall have been procured by the Authority in accordance with the provisions of this Agreement.

Schedule - G

(See Clauses 7.1 and 19.2)

Annex-I

(See Clause 7.1)

#### Form of Bank Guarantee

### [Performance Security/Additional Performance Security]

National Highways & Infrastructural Development Corporation Ltd. 1<sup>st</sup> & 2<sup>nd</sup> Floor, Tower A, World Trade Center, Nauroji Nagar New Delhi-110029

WHEREAS:

- (A) [name and address of contractor] (hereinafter called the "**Contractor**") and [name and address of the authority], (hereinafter called the "Authority") have entered into an agreement (hereinafter called the "Agreement") for the "Construction of Intermediate Lane Road with hard Shoulder from design Km 0.000 to Km 13.080 (Total length:13.080km) of Tuting -Zido section on NH-913 (Frontier Highway) in the State of Arunachal Pradesh on EPC Mode" subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and MaintenancePeriod}(asdefinedintheAgreement)inasumofRs....cr.(Rupees ......crore) (the "Guarantee Amount").
- (C) We, ...... through our branch at...... (the "Bank") have agreed to furnish this bank guarantee (*hereinafter called the "Guarantee*") by way of Performance Security.
- NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
- 1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Infrastructure Development Corporation

Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

- 3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- 4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
- 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited andthe Bank shall be relieved from its liabilities hereunder.
- 8. The Guarantee shall cease to be in force and effect on \*\*\*\*\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
- 9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has

the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

- 10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
- 12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
- 13. This guarantee shall also be operatable at our .... Branch at New Delhi, from whom confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 14. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIDCL, details of which is as under:

(Insert date at least 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 2.21of the RFP). The Contractors can submit the BG for periods of two years at one time and keep on renewing the same till the DLP is over if they have problems in getting the BG in one go for the entire DLP.)

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure
		Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate
		Bank)transport Bhawan, 1st
		Parliament
		Street, New Delhi-110001

For and on behalf of the Bank by: (Signature) (Name) (Designation) (Code Number)

(Address)

# NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

### Annex – II (Schedule - G) (See Clause 19.2) Form for Guarantee for Advance Payment, National Highways & Infrastructural Development Corporation Ltd. 1<sup>st</sup> & 2<sup>nd</sup> Floor, Tower A, World Trade Center, Nauroji Nagar New Delhi-110029

#### WHEREAS:

(A) [name and address of contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "**Agreement**") with the [name and address of the authority], (hereinafter called the "**Authority**") for the "**Construction of Intermediate Lane Road with hard Shoulder from design Km 0.000 to Km 13.080 (Total length:13.080km) of Tuting –Zido section on NH-913 (Frontier Highway) in the State of Arunachal Pradesh on EPC Mode", subject to and in accordance with the provisions of the Agreement** 

(B) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest **bearing @Bank Rate + 3% advance payment** (herein after called "AdvancePayment") equal to 10% (tenpercent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. ----- cr. (Rupees crore) and the

amount of this Guarantee is Rs. ------ cr. (Rupees ----- crore) (the "Guarantee Amount")\$.

(C) We, ...... through our branch at...... (the **Bank**") have agreed to furnish this bank guarantee (*hereinafter called the* **"Guarantee**") for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to then Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Authority of India], that the Contractor has committed default in the due and faithful performance of all orany of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the ContractorisindefaultshallbefinalandbindingontheBank,notwithstandingany differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

2. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

3. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

4. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.

6. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

7. The Guarantee shall cease to be in force and effect on \*\*\*\*.\$ Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain inforce and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

11. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

12. This guarantee shall also be operatable at our...... Branch at New Delhi, from whom,

confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIDCL, details of which is as under:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure
		Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate
		Bank)transport Bhawan, 1st
		Parliament
		Street, New Delhi-110001

For and on behalf of the Bank by: (Signature) (Name) (Designation) (Code Number) (Address) NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

\$ Insert a date being 90 (ninety) days after the end of one year from the date of payment of the Advance payment to the Contractor (in accordance with Clause 19.2 of the Agreement).

## Annex-III

## (Schedule-G) (See Clause 7.5.3) Form for Guarantee for Withdrawal of Retention Money

NHIDCL, 1st & 2nd Floor, Tower A, World Trade Center, Nauroji Nagar New Delhi-110029 WHEREAS:

[Name and address of contractor] (hereinafter called "the Contractor") has executed an agreement (hereinafter called the "Agreement") with the [NHIDCL], (hereinafter called "the Authority") for the "Construction of Intermediate Lane Road with hard Shoulder from design Km 0.000 to Km 13.080 (Total length:13.080km) of Tuting –Zido section on NH-913 (Frontier Highway) in the State of Arunachal Pradesh on EPC Mode." subject to and in accordance with the provisions of the Agreement.

- (A) In accordance with the Clause 7.5.3 of the Agreement, the Contractor may withdraw the retention money (hereinafter called "**Retention Money**") after furnishing to the Authority a bank guarantee for an amount equal to the proposed withdrawal.
- (B) We, ...... through our branch at ...... (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") for the amount of Rs. .....Cr. (Rs...... in words) (the "Guarantee Amount").

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in the NHIDCL that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
- 3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

- 4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Retention Money and any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Retention Money.
- 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 8. The Guarantee shall cease to be in force and effect 90 (ninety) days after the date of the Completion Certificate specified in Clause 12.4 of the Agreement.
- 9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- 11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
- 12. This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under

claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

13. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S.No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank), Transport Bhawan, 1st Parliament Street, NewDelhi110001

14. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication no. 758, except that the supporting statement under Article 15 (a) is hereby excluded

Signed and sealed this ..... day of ..... 20..... at .....

## SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

#### Annex-IV

### (Schedule - G)

(See Clause 7.1)

#### Form of Surety Bond

# [Performance Security/Additional Performance Security]

National Highways & Infrastructural Development Corporation Ltd. 1<sup>st</sup> & 2<sup>nd</sup> Floor, Tower A, World Trade Center, Nauroji Nagar New Delhi-110029 WHEREAS:

- (C) We, ..... through our branch at ..... (the "Surety Insurer") have agreed to furnish this bank guarantee (*hereinafter called the* "Surety Bond") by way of Performance Security.
- NOW, THEREFORE, the **Surety Insurer** hereby, unconditionally and irrevocably, guarantees and affirms as follows:
- 1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the **Surety Bond** Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2. A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Infrastructure Development Corporation Limited], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the **Surety Insurer**. The **Surety Insurer** further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the **Surety Insurer**, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any
court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

- 3. In order to give effect to this **Surety Bond**, the Authority shall be entitled to act as if the **Surety Insurer** were the principal debtor and any change in the constitution of the Contractor and/or the **Surety Insurer**, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.
- 4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this **Surety Bond**.
- 5. The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the **Surety Insurer** shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.
- 6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
- 7. Notwithstanding anything contained hereinbefore, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond** Amount and this **Surety Bond** will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the **Surety Insurer** under this **Surety Bond** all rights of the Authority under this **Surety Bond** shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
- 8. The **Surety Bond** shall cease to be in force and effect on \*\*\*\*\$. Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the **Surety Bond**, the **Surety Insurer** shall be discharged from its liabilities hereunder.
- 9. The **Surety Insurer** undertakes not to revoke this **Surety Bond** during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this **Surety Bond** and the undersigned has full powers to do so on behalf of the **Surety Insurer**.
- 10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been

delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

- 11. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
- 12. This **Surety Bond** is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
- 13. This **Surety Bond** shall also be operatable at our .... Branch at New Delhi, from whom confirmation regarding the issue of this **Surety Bond** or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 14. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

For and on behalf of the Bank by: (Signature) (Name)

(Designation) (Code

Number) (Address)

#### NOTES:

- (i) The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

#### Annex – V

(Schedule - G)

(See Clause 19.2)

# Form of Insurance Surety Bond

(Advance Payment)

National Highways & Infrastructural Development Corporation Ltd. 1<sup>st</sup> & 2<sup>nd</sup> Floor, Tower A, World Trade Center, Nauroji Nagar New Delhi-110029

#### WHEREAS:

(A) ([name and address of contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "**Agreement**") with the [name and address of the authority], (hereinafter called the "**Authority**") for the "**Construction of Intermediate Lane Road with hard Shoulder from design Km 0.000 to Km 13.080 (Total length:13.080km) of Tuting –Zido section on NH-913 (Frontier Highway) in the State of Arunachal Pradesh on EPC Mode", subject to and in accordance with the provisions of the Agreement** 

(B) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest **bearing @Bank Rate + 3% advance payment** (herein after called "AdvancePayment") equal to 10% (tenpercent) of the ContractPrice; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. ----- cr. (Rupees crore) and the

amount of this Guarantee is Rs. ------ cr. (Rupees ----- crore) (the "Surety Guarantee Amount")\$.

(C) We, ..... through our branch at...... (the"**Surety Insurer**") have agreed to

furnish this bank guarantee (hereinafter called the "Surety Bond") for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to then Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the **Surety Bond Amount** as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the Authority, under the hand of an officer not below the rank of [General Manager in the National Highways Authority of India], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the **Surety Insurer**.

The **Surety Insurer** further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the ContractorisindefaultshallbefinalandbindingontheBank,notwithstandingany differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

2. In order to give effect to this **Surety Bond**, the Authority shall be entitled to act as if the **Surety Insurer** were the principal debtor and any change in the constitution of the Contractor and/or the **Surety Insurer**, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this Guarantee.

3. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the **Surety Insurer** its demand under this **Surety Bond**.

4. The Authority shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond**, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the **Surety Insurer** shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.

5. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.

6. Notwithstanding anything contained hereinbefore, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond** Amount and this **Surety Bond** will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the **Surety Insurer** under this **Surety Bond** all rights of the Authority under this **Surety Bond** shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder.

7. The **Surety Bond** shall cease to be in force and effect on \*\*\*\*.<sup>\$</sup> Unless a demand or claim under this **Surety Bond** is made in writing on or before the aforesaid date, the **Surety Insurer** shall be discharged from its liabilities hereunder.

8. The **Surety Insurer** undertakes not to revoke this **Surety Bond** during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this **Surety Bond** and the undersigned has full powers to do so on behalf of the **Surety Insurer**.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the **Surety Insurer** at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the

notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10. This **Surety Bond** shall come into force with immediate effect and shall remain inforce and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

11. This **Surety Bond** is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

12. This **Surety Bond** shall also be operatable at our...... Branch at New Delhi, from whom, confirmation regarding the issue of this **Surety Bond** or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

13. The **Insurance Surety Bond** hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIDCL, details of which is as under:

S. No.	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure
		Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	CNRB0019062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate
		Bank)transport Bhawan, 1st
		Parliament
		Street, New Delhi-110001

For and on behalf of the Bank by: (Signature) (Name) (Designation) (Code Number) (Address) NOTES:

- (iii) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (iv) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

\$ Insert a date being 90 (ninety) days after the end of one year from the date of payment of the Advance payment to the Contractor (in accordance with Clause 19.2 of the Agreement).

# Schedule-H (See Clauses10.1 (iv) and 19.3)

# 1 Contract Price Weightages

- 1.1 The Contract Price for this Agreement is Rs. .....
- 1.2 Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below:

ltem	Weightage in percentage to the Contract Price	in ercentage Stage for Payment to the Contract	
1	1 2 3		4
I. Road works	36.87%	A-Widening and strengthening of existing road	
including culverts,		(1) Earthwork up to top of the embankment	[Nil]
widening and repair		(2) Sub-Grade	[Nil]
of culverts		(3) Sub-Base Course	[Nil]
		(4) Non bituminous Base Course	[Nil]
		(5) Bituminous Base Course	[Nil]
		(6) Wearing Coat	[Nil]
		(7) Widening and repair of culverts	[Nil]
		B.1-Reconstruction/ New realignment/ bypass	
		(Flexible pavement)	
		(1) Earthwork up to top of the embankment	48.14%
		(2) Sub-Grade	3.77%
		(3) Sub-Base Course	3.62%
		(4) Non bituminous Base Course	2.43%
		(5) Bituminous Base Course	5.59%
		(6) Wearing Coat	2.21%
		B.2-Reconstruction/ realignment/	
		bypass/Geometric Improvement (Rigid	
		Pavement)	
		(1) Earthwork up to top of the embankment	[Nil]
		(2) Sub-Grade	[Nil]
		(3) Sub-Base Course	[Nil]
		(4) Dry Lean Concrete (DLC) Course	[Nil]
		(5) Pavement Quality Concrete (PQC) Course	[Nil]
		C.1-Reconstruction/ New Service Road	
		(Flexible Pavement)	
		(1) Earthwork up to top of the embankment	[Nil]
		(2) Sub-Grade	[Nil]
		(3) Sub-Base Course	[Nil]
		(4) Non bituminous Base Course	[Nil]
		(5) Bituminous Base Course	[Nil]
		(6) Wearing Coat	[Nil]
		C.2-Reconstruction/ New Service Road (Rigid	
		Pavement)	
		(1) Earthwork up to top of the embankment	[Nil]
		(2) Sub-Grade	[Nil]
		(3) Sub-Base Course	[Nil]
		(4) Dry Lean Concrete (DLC) Course	[Nil]

ltem	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
		(5) Pavement Quality Concrete (PQC) Course	[Nil]
		D-Reconstruction and New culverts on existing road, realignment, bypasses:	
		Culverts (length < 6m)	34.24%
II. Minor Bridges/ Underpasses/	5.56%	A.1-Widening and repairs of Minor Bridges (length > 6m and < 60m)	
Overpasses		Minor Bridges	
		(1) <b>Foundation:</b> On completion of the foundation work of abutments and piers	41.65 %
		(2) <b>Sub-structure:</b> On completion of abutments and piers with abutment/ pier cap.	35.50%
		<ul> <li>(3) Super-structure: On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, handrails, crash barriers, road signs and markings, tests on completion etc. complete in all respect.</li> </ul>	15.61%
		(4) <b>Approaches:</b> On completion of approaches including wing walls/ return walls, Retaining walls, stone pitching, protection works for floor, embankment slope, etc. complete in all respect and fit for use.	7.24%
		A.2-New of Minor Bridges (length > 6m and < 60m) (1) Foundation: On completion of the foundation	[Nil]
		work of abutments and piers	
		(2) <b>Sub-structure:</b> On completion of abutments and piers with abutment/ pier cap.	[Nil]
		(3) <b>Super-structure:</b> On completion of the super- structure upto deck slab including bearings.	[Nil]
		(4) <b>Miscellaneous Works:</b> On completion of wearing coat, expansion joint, crash barrier, railings, protection works and any remaining work associated to bridge including tests on bridge.	[Nil]
		(5) <b>Approaches:</b> On completion of approaches including wing walls/ return walls, Retaining walls, stone pitching, protection works for floor, embankment slope etc. complete in all respect and fit for use.	[Nil]
		(6) Guide Bunds and River Training Works: On completion of Guide Bunds and river Training Works complete in all respect.	[Nil]
		B.1-Widening and repairs of	
		Underpasses/Overpasses	[NI;1]
		Underpasses/ Overpasses B.2 - New Underpasses/Overpasses	[Nil]
		(1) Foundation: On completion of the foundation work of abutments and piers	[Nil]

ltem	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
		(2) <b>Sub-structure:</b> On completion of abutments and piers with abutment/ pier cap	[Nil]
		(3) <b>Super-structure</b> : On completion of the super- structure upto deck slab including bearing	[Nil]
		(4) <b>Miscellaneous Works:</b> On completion of wearing coat, expansion joint, crash barrier, railings and any remaining work associated to bridge including tests on bridge	[Nil]
		(5) <b>Approaches:</b> On completion of approaches including Wing walls/ Return walls, Retaining walls/ Reinforced Earth walls, stone pitching, protection works complete in all respect and fit for use.	[Nil]
	43.69%	A.1-Widening and repairs of existing major bridges	
		(1) Foundation: i) Pile Foundation	[Nil]
		ii) Open Foundation (2) Sub-structure	[Nil]
		(3) Super-structure (including bearings.)	[Nil]
		(4) Wearing Coat including expansion joints	[Nil]
		(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	[Nil]
		(6) Wing walls/return walls	[Nil]
		(7) Guide bunds, river training works etc.	[Nil]
		(8) Approaches (including Retaining walls, stone pitching and protection works for floor, embankment slope etc.)	[Nil]
III. Major Bridge		A.2-New major bridges	
(length > 60 m) works and		(1) Foundation	8.60%
ROB/RUB/elevated		(i) Well Foundation	
sections/flyovers		(ii) Pile Foundation	
including viaducts, if		(iii) Open Foundation	2 4 00/
any		(2) Sub-Structure	2.10%
		<ul><li>(3) Super-structure (including bearings)</li><li>(4) Wearing Coat including expansion joints</li></ul>	83.01%
		(4) Wearing Coat including expansion joints (5) Miscellaneous Items (like hand rails, crash barriers, road markings etc.)	- 0.95%
		(6) Wing walls/return walls	0.00%
		(7) Guide Bunds, River Training works etc.	0.00%
		(8) Approaches (including Retaining walls, stone pitching and protection works for floor, embankment slope, etc.)	1.82 %
		B.1-Widening and repairs of (a) ROB (b) RUB	
		(1) Foundation: (i) Pile Foundation	[Nil]
		(ii) Open Foundation	

ltem	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
		(2) Sub-structure	[Nil]
		(3) Super-structure (including bearings.)	[Nil]
		(4) Wearing Coat: (a) in case of ROB- wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified.	[Nil]
		(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	[Nil]
		(6) Wing walls/return walls	[Nil]
		(7) Approaches (including Retaining walls, stone	
		pitching and protection works)	[Nil]
		B.2-New ROB / RUB	
		(a) ROB	
		(b) RUB	
		(1) Foundation	[Nil]
		(i) Well Foundation	
		(ii) Pile Foundation	
		(iii) Open Foundation	P) 1117
		(2) Sub-structure	[Nil]
		(3) Super-structure (including bearings)	[Nil]
		(4) Wearing Coat: (a) in case of ROB- wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified.	[Nil]
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	[Nil]
		(6) Wing walls/return walls	[Nil]
		7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[Nil]
		C.1-Widening and repairs of Elevated section /	
		Flyover / Grade Separators (1) Foundation	<b>[</b> NI;1]
		(i) Pile Foundation	[Nil]
		(i) Open Foundation	
		(1) Open Foundation (2) Sub-structure	[Nil]
		(3) Superstructure (including bearing)	[Nil]
		(4) wearing coat including expansion joint	[Nil]
		(5) Miscellaneous items (like hand rails, crash	[Nil]
		barriers, road markings etc.) (6) wing walls/return walls	[Nil]
		(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[Nil]
		C.2-New Elevated section/Flyover/Grade Separators/ viaduct	
		(1) Foundation	1.06 %

ltem	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
		(i) Well Foundation	
		(ii) Pile Foundation	
		(iii) Open Foundation	
		(2) Sub-structure	0.82%
		(3) Super-structure (including bearing)	1.37%
		(4) wearing coat including expansion joint	0.00%
		(5) Miscellaneous items (like hand rails, crash	0.00%
		barriers, road markings etc.)	
		(6) wing walls/return walls	0.00%
		(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	0.27%
		(i) Toll plaza	[Nil]
		(ii) Road side drains	
		(a) Lined Drain	<mark>34.51%</mark>
		(b) Unlined Drain	<mark>0.54%</mark>
		(iii) Road signs markings, Km stones, safety Devices, Pavement marking, LED traffic Blinkers, Delineators, Solar Studs etc	<mark>2.12%</mark>
		(iv) Overhead gantry mounted signs	[Nil]
		(v) Project facilities	
		(a) Bus Bays/Junctions	
		(b) Truck lay-byes	
		(c) Passenger Shelter/Rest areas	
		(d) passing places	<mark>3.30%</mark>
		(e) Street Lighting	<mark>1.01%</mark>
IV. Other works	12.22%	(f) Other miscellaneous works including Connecting Road, minor junction & Junction under Grade separator etc. mentioned in schedule C	<mark>10.10%</mark>
		(vi) Road side plantation	[Nil]
		(vii) Protection works # other than approaches to the bridges, elevated sections, flyovers/grade separators and ROBs/RUBs.	
		(a) Crash Barrier	0.00%
		(b) Retaining Wall	<mark>27.13%</mark>
		(c) Breast Wall	<mark>17.01%</mark>
		(d) Toe Wall	
		(e) Hydroseeding and Turfing	
		(f) Parapet Wall and W-Beam crash barrier	<b>3.37%</b>
		(viii) Safety and traffic management during construction	0.51%
		(ix) Site clearance, Landscaping & Tree Plantation	<mark>0.40%</mark>
Electrical utilities and Public Health Utilities	1.66%	(i) EHT line	100%

ltem	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage
1	2	3	4
(Water pipe lines and Sewage lines)		(ii) EHT Crossings	
(iii) HT/LT line		(iii) HT/LT line	
(iv) HT/LT crossings		(iv) HT/LT crossings	
	(v)Water Pipeline		
(vi)Water Pipeline crossing		(vi)Water Pipeline crossing	
(vii) Sewage lines		(vii) Sewage lines	
		(viii) Sewage lines crossing	

# 1.3 Procedure of estimating the value of work done.

<b>1.3.1 Road Works-</b> Procedure for estimating the value of road work done shall be as follows:
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Tab	le 1	.3.	1

Stage of Payment	Percentage - weightage	Payment Procedure
A-Widening and strengthening of existing road		
(1) Earthwork up to top of the embankment	[Nil]	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of total length of 500m, whichever is less.
(2) Sub-Grade	[Nil]	
(3) Sub-Base Course	[Nil]	
(4) Non bituminous Base Course	[Nil]	
(5) Bituminous Base Course	[Nil]	
(6) Wearing Coat	[Nil]	
(7) Widening and repair of culverts	[Nil]	Cost of completed culverts shall be determined on pro rata basis with respect to the total no. of culverts. The payment shall be made on the completion of at least one culverts. 75% of the cost will be payable on completion of box/abutments and slab/pipe and head wall. Remaining 25% will become payable on completion of protection works including return/wing wall and any other work associated with culverts.
B.1-Reconstruction/ New realignment/ bypass (Flexible pavement)		

Stage of Payment	Percentage - weightage	Payment Procedure	
(1) Earthwork up to top of the embankment	48.14%	Unit of measurement is linear length.	
(2) Sub-Grade	3.77%	Payment of each stage shall be made on	
(3) Sub-Base Course	3.62%	pro rata basis on completion of a stage in	
(4) Non bituminous Base Course	2.43%	full length or 500 m length, whichever is	
(5) Bituminous Base Course	5.59%	less.	
(6) Wearing Coat	2.21%		
B.3-Reconstruction/ realignment/			
bypass/Geometric Improvement (Rigid Pavement)			
(1) Earthwork up to top of the embankment	[Nil]	Unit of measurement is linear length.	
(2) Sub-Grade	[Nil]	Payment of each stage shall be made on	
(3) Sub-Base Course	[Nil]	pro rata basis on completion of a stage in	
(4) Dry Lean Concrete (DLC) Course	[Nil]	full length or 500 m length, whichever is	
(5) Pavement Quality Concrete (PQC) Course	[Nil]	less.	
C.1-Reconstruction/ New Service Road (Flexible Pavement)			
(1) Earthwork up to top of the	[Nil]		
embankment		Unit of measurement is linear length.	
(2) Sub-Grade	[Nil]	Payment of each stage shall be made on	
(3) Sub-Base Course	[Nil]	pro rata basis on completion of a stage in	
(4) Non bituminous Base Course	[Nil]	full length or 500 m length, whichever is	
(5) Bituminous Base Course	[Nil]	less.	
(6) Wearing Coat	[Nil]		
C.2-Reconstruction/ New Service Road			
(Rigid Pavement)			
(1) Earthwork up to top of the embankment	[Nil]	Unit of measurement is linear length.	
(2) Sub-Grade	[Nil]	Payment of each stage shall be made on	
(3) Sub-Base Course	[Nil]	pro rata basis on completion of a stage in	
(4) Dry Lean Concrete (DLC) Course	[Nil]	full length or 500 m length, whichever is	
(5) Pavement Quality Concrete (PQC) Course	[Nil]	less.	
D-Reconstruction and New culverts on			
existing road, realignment, bypasses:			
Culverts (length < 6m)	34.24%	Cost of completed culverts shall be determined on pro rata basis with respect to the total no. of culverts. The payment shall be made on the completion of at least one culverts. 75% of the cost will be payable on completion of box/abutments and slab/pipe and head wall. Remaining 25% will become payable on completion of protection works including return/wing wall and any other work associated with culverts.	

@ For example, if the total length of bituminous work to be done is 100 km, the cost per km of bituminous work shall be determined as follows:

Cost per km = P x weightage for road work x weightage for bituminous work x (1/L)

Where P= Contract Price

L = Total length in km

Similarly, the rates per km for other stages shall be worked out accordingly.

Note: The length affected due to law-and-order problems or litigation during execution due to which the Contractor is unable to execute the work, may be deducted from the total project length for payment purposes. The total length calculated here is only for payment purposes and will not affect and referred in other clauses of the Contract Agreement.

**1.3.2** Minor Bridges and Underpasses/Overpasses - Procedure for estimating the value of Minor bridge and Underpasses/Overpasses shall be as stated in table 1.3.2:

Stage of Payment	Percentage - weightage	Payment Procedure
A.1-Widening and repairs of Minor Bridges (length > 6m and < 60m) (i) Foundation: On completion of the foundation work of abutments and piers	[Nil]	<ul> <li>Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length (m) of the minor bridges.</li> <li>(i) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e completion of atleast two foundations of each bridge.</li> <li>In case where load testing is specified for foundation, the trigger of first payment shall include load testing also.</li> </ul>
(ii) Sub-structure:	[Nil]	(ii) <b>Sub-structure:</b> Payment shall be made on pro-rata basis on completion of stage i.e. completion of atleast one sub- structure upto abutment/ pier cap level of each bridge.
(iii) <b>Super-structure:</b> On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, handrails, crash barriers, road signs and markings, tests on completion etc. complete in all respect.	[Nil]	(iii) <b>Super-structure:</b> Payment shall be made on pro-rata basis on completion of a stage i.e., completion of super- structure of at least one span in all respects as specified in the column of "Stage of Payment" in this sub-clause.
(iv) <b>Approaches:</b> On completion of approaches including wing walls/ return walls, Retaining walls, stone pitching, protection works for floor, embankment slope, etc. complete in all respect and fit for use.	[Nil]	(iv) <b>Approaches:</b> Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches including wing walls/ return walls, retaining walls, stone pitching in all respect as specified in the column of "Stage of Payment" in this sub-clause for each bridge.

#### Table 1.3.2

Stage of Payment	Percentage - weightage	Payment Procedure
A.2-New of Minor Bridges (length > 6m		Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length (m) of the minor bridges.
<ul> <li>(i) Foundation: On completion of the foundation work of abutments and piers</li> </ul>	41.65%	(i) <b>Foundation:</b> Payment against foundation shall be made on pro-rata basis on completion of a stage i.e completion of atleast two foundations of each bridge.
		In case where load testing is specified for foundation, the trigger of first payment shall include load testing also.
(ii) Sub-structure:	35.50%	(ii) <b>Sub - structure:</b> Payment shall be made on pro-rata basis on completion of stage i.e. completion of atleast one sub- structure upto abutment/ pier cap level of each bridge.
(iii) <b>Super-structure:</b> On completion of the super-structure upto deck slab	15.61%	(iii) <b>Super-structure:</b> Payment shall be made on pro-rata basis on completion of a stage i.e., completion of super- structure of at least one span in all respects as specified in the column of "Stage of Payment" in this sub-clause.
including bearings.		If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(iv) Miscellaneous Works:	[Nil]	(iv) <b>Miscellaneous Works:</b> Payment shall be made on pro-rata basis on completion of a stage i.e. completion of wearing coat, expansion joint, crash barrier, railing, protection works, drainage and any other remaining work associated to bridge including tests on bridge for each bridge.
(v) <b>Approaches:</b> On completion of approaches including wing walls/ return walls, Retaining walls, stone pitching, protection works for floor, embankment slope etc. complete in all respect and fit for use.	7.24%	(v) <b>Approaches:</b> Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches including wing walls/ return walls, retaining walls, stone pitching in all respect as specified in the column of "Stage of Payment" in this sub-clause for each bridge.
(vi) <b>Guide Bunds and River Training</b> <b>Works:</b> On completion of Guide Bunds and river Training Works complete in all respect.	[Nil]	(vi) <b>Guide Bunds and River Training</b> <b>Works:</b> Payment shall be made on pro- rata basis on completion of a stage i.e. completion of Guide Bunds and River training Works in all respects as specified for each bridge.

Stage of Payment	Percentage - weightage	Payment Procedure
B.1-Widening and repairs of Underpasses/Overpasses	[Nil]	Cost of each underpass/overpass shall be determined on pro rata basis with respect to the total linear length of the underpasses/overpasses. Payment shall be made on the completion of widening & repair works of a underpass/overpass.
<b>B.2-New Underpasses/Overpasses</b> (i) <b>Foundation:</b> On completion of the foundation work of abutments and piers	[Nil]	Cost of each underpass/overpass shall be determined on pro rata basis with respect to the total linear length of the underpasses/overpasses. (i) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of foundation(s) of each underpass/overpass. In case where load testing is specified for foundation, the trigger of first payment
(ii) <b>Sub-structure:</b> On completion of abutments and piers with abutment/ pier cap	[Nil]	<ul> <li>shall include load testing also.</li> <li>(ii) Sub-structure: Payment shall be made on pro-rata basis on completion of stage i.e. completion of atleast one sub-structure upto abutment/ pier cap level of each bridge.</li> </ul>
(iii) <b>Super-structure</b> : On completion of the super-structure upto deck slab	[Nil]	(iii) <b>Super-structure:</b> Payment shall be made on pro-rata basis on completion of a stage i.e., completion of super- structure of at least one span upto deck slab including bearing as specified in the column of "Stage of Payment" in this sub- clause:
including bearing		If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(iv) <b>Miscellaneous Works:</b> On completion of wearing coat, expansion joint, crash barrier, railings and any remaining work associated to bridge including tests on bridge	[Nil]	(iv) <b>Miscellaneous Works:</b> Payment shall be made on pro-rata basis on completion of a stage i.e. completion of wearing coat, expansion joint, crash barrier, railing, protection works and any other remaining work associated to bridge including tests on bridge for each bridge.
(v) <b>Approaches:</b> On completion of approaches including Wing walls/ Return walls, Retaining walls/ Reinforced Earth walls, stone pitching, protection works complete in all respect and fit for use.	[Nil]	(v) <b>Approaches:</b> Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches including wing wall/ return wall, retaining walls, Reinforced Earth walls, stone pitching, protection works complete in all respect for each bridge.

**1.3. Major Bridge works, ROB/RUB and Structures -** Procedure for estimating the value of Major Bridge works, ROB/RUB and Structures shall be as stated in table 1.3.3:

Stage of Payment	Percentage - weightage	Payment Procedure
A.1-Widening and repairs of existing major bridges (1) Foundation:	[Nil]	Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridges. (1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the major Bridge as specified herein under.
		(i) Pile Foundation
(i) Pile Foundation		(a) Piling: Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorate basis.
(a) Piling - On completion of pile upto bottom of pile cap.		(b) Pile Cap: Payment of 30% on pro-rata basis shall be made on completion of pile
(b) Pile Cap - On completion of pile cap.		cap.
LL.		In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Open Foundation		(ii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-structure	[Nil]	(2) Sub-Structure: Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments /piers upto abutment/pier cap level of each of the major bridge.
(3) Super-structure (including bearings.)	[Nil]	(3) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified here in under:

	Tabl	e 1	.3.	3
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Stage of Payment	Percentage - weightage	Payment Procedure
		If pre-cast RCC/PSC/Steel girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(4) Wearing Coat including expansion joints	[Nil]	(4) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified for each major bridge.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	[Nil]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each major bridge.
(6) Wing walls/return walls	[Nil]	(6) Wing walls/return walls: Payments shall be made on completion of all Wing walls/return walls complete in all respects as specified for each major bridge.
(7) Guide bunds, river training works etc.	[Nil]	(7) Guide bunds, river training works: Payments shall be made on completion of all Guide bunds, river training works etc complete in all respects as specified for each major bridge.
(8) Approaches (including Retaining walls, stone pitching and protection works for floor, embankment slope etc.)	[Nil]	(8) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified for each major bridge.
A.2-New major bridges (1) Foundation	8.60%	Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridge. (1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the major Bridge as specified here in under:
(i) Well Foundation		(i) Well Foundation
<ul><li>(a) On completion of Cutting</li><li>Edge + Well Curb</li><li>(b) Wellsteining: On completion</li></ul>		(a) Cutting Edge + Well Curb: Payment of 10% shall be made on completion of a stage i.e. completion of cutting edge + well curb.

Stage of Payment	Percentage - weightage	Payment Procedure
of well steining upto bottom of well cap. (c) On completion of bottom plug + top plug (if provisioned as per design) + well cap		<ul> <li>(b) Wellsteining: Payment of 65% shall be made on completion of well steining upto bottom of well cap. The payment stage shall be further sub-divided on pro-rata basis i.e. (i) on completion upto 10 m and (ii) on completion of each subsequent 5 m or part thereof.</li> <li>(c) Bottom plug + top plug (if provisioned as per design) + well cap: Payment of 25% shall be made on completion of a stage i.e. completion of bottom plug, back fill, top plug</li> </ul>
		and well cap. (ii) Pile Foundation
<ul> <li>(ii) Pile Foundation</li> <li>(a) Piling - On completion of pile upto bottom of pile cap.</li> <li>(b) Pile Cap - On completion of</li> </ul>		<ul> <li>(a) Piling: Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorate basis.</li> <li>(b) Pile Cap: Payment of 30% on pro-rata basis shall be made on completion of pile cap.</li> </ul>
pile cap.		In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(iii) Open Foundation		(iii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-Structure	2.10%	(2) Sub-Structure: Payment against Sub- structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the major bridge.
(3) Super-structure (including bearings)	83.01%	<ul> <li>(3) Super-structure:</li> <li>Payment shall be made on pro-rata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified here in under:</li> <li>If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.</li> </ul>

Stage of Payment	Percentage - weightage	Payment Procedure
		(For cable stayed bridge and suspension cable bridge, detailed payment stage may be included on case-to-case basis)
(4) Wearing Coat including expansion joints	-	(4) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified for each major bridge.
(5) Miscellaneous Items (like hand rails, crash barriers, road markings etc.)	-	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each major bridge.
(6) Wing walls/return walls	0.00%	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each major bridge.
(7) Guide Bunds, River Training works etc.	0.00%	(7) Guide Bunds, River Training works: Payments shall be made on completion of all guide bunds, river training works etc. complete in all respects as specified for each major bridge.
(8) Approaches (including Retaining walls, stone pitching and protection works for floor, embankment slope, etc.)	1.82%	(8) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified for each major bridge.
B.1-Widening and repairs of (a) ROB (b) RUB (1) Foundation:	[Nil]	Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROBs/RUBs. (1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the ROB/RUB as specified here in under.
<ul> <li>(i) Pile Foundation</li> <li>(a) Piling - On completion of pile upto bottom of pile cap.</li> <li>(b) Pile Cap - On completion of pile cap.</li> </ul>		<ul> <li>(i) Pile Foundation</li> <li>(a) Piling: Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorate basis.</li> <li>(b) Pile Cap: Payment of 30% on pro-rata basis shall be made on completion of pile cap.</li> <li>In case where load testing is required for foundation, the trigger of first payment</li> </ul>

Stage of Payment	Percentage - weightage	Payment Procedure
		shall include load testing also where specified.
(ii) Open Foundation		(ii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-structure	[Nil]	(2) Sub-Structure: Payment against Sub- structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the ROB/RUB.
<b>(3) Super-structure</b> (including bearings.)	[Nil]	<ul> <li>(3) Super-structure:</li> <li>Payment shall be made on pro-rata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified here in under:</li> <li>If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data</li> </ul>
		Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(4) Wearing Coat: (a) in case of ROB- wearing coat including expansion joints complete in all respects as specified and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified.	[Nil]	(4) Wearing Coat: Payment shall be made on completion of (a) in case of ROB-wearing coat including expansion joints complete in all respects as specified for each of the ROB and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified for each of the RUB.
(5) Miscellaneous Items like hand rails, crash barrier, road markings etc.	[Nil]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each of the ROB/RUB.
(6) Wing walls/return walls	[Nil]	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each of the ROB/RUB.
(7) Approaches (including Retaining walls, stone pitching and protection works)	[Nil]	(7) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified for each of the ROB/RUB.
B.2-New (a) ROB (b) RUB	[Nil]	Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the

Stage of Payment	Percentage - weightage	Payment Procedure
(1) Foundation		ROBs/RUBs. (1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the ROB/RUB as specified here in under:
<ul> <li>(i) Well Foundation <ul> <li>(a) On completion of Cutting Edge + Well Curb.</li> <li>(b) Wellsteining: On completion of well steining upto bottom of well cap.</li> <li>(c) On completion of bottom plug + top plug (if provisioned as per design) + well cap.</li> </ul> </li> </ul>		<ul> <li>(i) Well Foundation</li> <li>(a) Cutting Edge + Well Curb: Payment of 10% shall be made on completion of a stage i.e. completion of cutting edge + well curb.</li> <li>(b) Wellsteining: Payment of 65% shall be made on completion of well steining upto bottom of well cap. The payment stage shall be further sub-divided on pro-rata basis i.e. (i) on completion upto 10 m and (ii) on completion of each subsequent 5 m or part thereof.</li> <li>(c) Bottom plug + top plug (if provisioned as per design) + well cap: Payment of 25% shall be made on completion of a stage i.e. completion of bottom plug, back fill, top plug and well cap.</li> </ul>
<ul> <li>(ii) Pile Foundation</li> <li>(a) Piling - On completion of pile upto bottom of pile cap.</li> <li>(b) Pile Cap - On completion of pile cap.</li> </ul>		<ul> <li>(ii) Pile Foundation</li> <li>(a) Piling: Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorate basis.</li> <li>(b) Pile Cap: Payment of 30% on pro-rata basis shall be made on completion of pile cap.</li> <li>In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.</li> </ul>
(iii) Open Foundation		<ul> <li>(iii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.</li> <li>(2) Sub-Structure: Payment against Sub-</li> </ul>
(2) Sub-Structure	[Nil]	structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the ROB/RUB.
(3) Super-structure (including bearings)	[Nil]	(3) Super-structure:

Stage of Payment	Percentage - weightage	Payment Procedure
		Payment shall be made on pro-rata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified herein under:
		If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.
(4) Wearing Coat including expansion joints in case of ROB. In case of RUB, rigid pavement under RUB including drainage facility complete in all respects as specified.	[Nil]	(4) Wearing Coat: Payment shall be made on completion of (a) in case of ROB-wearing coat including expansion joints complete in all respects as specified for each of the ROB and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified for each of the RUB.
(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	[Nil]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each of the ROB/RUB.
(6) Wing walls/return walls	[Nil]	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each of the ROB/RUB.
<b>(7) Approaches</b> (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[Nil]	<ul> <li>(7) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified for each of the ROB/RUB.</li> <li>If reinforced soil wall is used with facia panel/blocks, interim payment shall be made @75% of the Cost of that element as derived from MoRTH data Book.</li> </ul>
C.1-Widening and repairs of Elevated section / Flyover / Grade Separators (1) Foundation	[Nil]	<ul> <li>Applicable SOR of State PWD on Base Date with tender discount/premium applied thereon. Cost of each structure shall be determined on pro rata basis with respect to the total linear length (m) of the structures.</li> <li>(1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of</li> </ul>

Stage of Payment	Percentage - weightage	Payment Procedure
		each of the structure as specified here in under:
		(i) Pile Foundation
(i) Pile Foundation (a) Piling - On completion of pile		(a) Piling: Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorate basis.
<ul><li>(b) Pile Cap - On completion of pile cap.</li></ul>		(b) Pile Cap: Payment of 30% on pro-rata basis shall be made on completion of pile cap.
		In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Open Foundation		(ii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-structure	[Nil]	(2) Sub-Structure: Payment against Sub- structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the structure.
<b>(3) Superstructure</b> (including bearing)	[Nil]	<ul> <li>(3) Super-structure:</li> <li>Payment shall be made on pro-rata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified herein under:</li> <li>If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.</li> </ul>
(4) Wearing coat including expansion joint	[Nil]	(4) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified for each of the structure.
(5) Miscellaneous items (like hand rails, crash barriers, road markings etc.)	[Nil]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each of the structure.
(6) Wing walls/return walls	[Nil]	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all

Stage of Payment	Percentage - weightage	Payment Procedure
(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[Nil]	<ul> <li>respects as specified for each of the structure.</li> <li>(7) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as</li> </ul>
C.2-New Elevated section/Flyover/Grade Separators/ Viaduct (1) Foundation	1.06%	<ul> <li>specified for each of the structure.</li> <li>Cost of each structure shall be determined on pro rata basis with respect to the total linear length (m) of the structures.</li> <li>(1) Foundation: Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one foundation of each of the structure as specified here in under:</li> </ul>
<ul> <li>(i) Well Foundation <ul> <li>(a) On completion of Cutting Edge + Well Curb.</li> <li>(b) Wellsteining: On completion of well steining upto bottom of well cap.</li> <li>(c) On completion of bottom plug + top plug (if provisioned as per design) + well cap.</li> </ul> </li> </ul>		<ul> <li>(i) Well Foundation</li> <li>(a) Cutting Edge + Well Curb: Payment of 10% shall be made on completion of a stage i.e. completion of cutting edge + well curb.</li> <li>(b) Wellsteining: Payment of 65% shall be made on completion of well steining upto bottom of well cap. The payment stage shall be further sub-divided on pro-rata basis i.e. (i) on completion upto 10 m and (ii) on completion of each subsequent 5 m or part thereof.</li> <li>(c) Bottom plug + top plug (if provisioned as per design) + well cap: Payment of 25% shall be made on completion of a stage i.e. completion of bottom plug, back fill, top plug and well cap.</li> </ul>
<ul> <li>(ii) Pile Foundation</li> <li>(a) Piling - On completion of pile upto bottom of pile cap.</li> <li>(b) Pile Cap - On completion of pile cap.</li> </ul>		<ul> <li>(ii) Pile Foundation</li> <li>(a) Piling: Payment of 70% shall be made on completion of piling upto bottom of pile cap for each pile on prorate basis.</li> <li>(b) Pile Cap: Payment of 30% on pro-rata basis shall be made on completion of pile cap.</li> <li>In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.</li> </ul>

Stage of Payment	Percentage - weightage	Payment Procedure
(iii) Open Foundation		(iii) Open Foundation: Payment shall be made on completion of a stage i.e. on completion of atleast one foundation.
(2) Sub-structure	0.82%	(2) Sub-Structure: Payment against Sub- structure shall be made on pro-rata basis on completion of a stage i.e. completion of atleast one sub-structure of abutments/piers upto abutment/pier cap level of each of the structure.
(3) Super-structure (including bearing)	1.37%	<ul> <li>(3) Super-structure:</li> <li>Payment shall be made on pro-rata basis on completion of a stage i.e. completion of superstructure upto deck slab including bearings of at least one span as specified herein under:</li> <li>If pre-cast girders/ segments are used, interim payments shall be made at 75% of the cost of that element, as derived from MoRTH Data Book, applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.</li> </ul>
(4) Wearing coat including expansion joint	[Nil]	(4) Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified for each of the structure.
(5) Miscellaneous items (like hand rails, crash barriers, road markings etc.)	[Nil]	(5) Miscellaneous: Payments shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified for each of the structure.
(6) Wing walls/return walls	[Nil]	(6) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified for each of the structure.
<b>(7) Approaches</b> (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	0.27%	<ul> <li>(7) Approaches: Payments shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified here in under:</li> <li>If reinforced soil wall is used with facia panel/blocks, interim payment shall be made @75% of the Cost of that element as derived from MoRTH data Book. Applicable SOR of State PWD on Base Date with tender discount/premium applied thereon.</li> </ul>

# 1.3.4 Other works.

Procedure for estimating the value of other works done shall be as stated in table 1.3.4.

Stage of Payment	Percentage -weightage	Payment Procedure
(i) Toll plaza	[Nil]	Unit of measurement is each completed toll plaza. Payment for each toll plaza shall be made on pro- rata basis with respect to the total of all toll plazas as specified here in under:
(a) DLC (LHS)		(a) DLC (LHS): Payment of 12.5% on pro-rata basis shall be made on completion of a stage i.e., completion of DLC on LHS.
(b) DLC (RHS)		(b) DLC (RHS): Payment of 12.5% on pro-rata basis shall be made on completion of a stage i.e., completion of DLC on LHS.
(c) PQC (LHS)		(a) PQC (LHS): Payment of 25% on pro-rata basis shall be made on completion of a stage i.e., completion of DLC on LHS.
(d) PQC (RHS)		(b) PQC (RHS): Payment of 25% on pro-rata basis shall be made on completion of a stage i.e., completion of DLC on LHS.
(e) Admin Building		(e) Admin Building: Payment of 10% on pro-rata basis shall be made on completion of a stage i.e. completion of Admin Building and miscellaneous works.
(f) Toll Booth, canopy, safety items and all other associated works		<ul> <li>(f) Toll Booth, canopy, safety items and all other associated works:</li> <li>Payment of 15% on pro-rata basis shall be made on completion of a stage i.e. completion of Toll Booth, canopy, safety items and all other associated works.</li> </ul>
(ii) Road side drains (a) Line Drain	34.51%	(a) Line Drain: Unit of measurement is linear length in metre. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 100 m on one side.
(b) Unlined Drain (iii) Road signs markings, Kmstones,	0.54%	<ul> <li>(b) Unline drian Cover slabs: Unit of measurement is linear length in metre. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 100 m on one side.</li> <li>Unit of measurement is linear length in</li> </ul>

Table	1	3	4
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Stage of Payment	Percentage -weightage	Payment Procedure
safety Devices, Pavement marking, LED traffic Blinkers, Delineators, Solar Studs etc		km. Payment shall be made on pro-rata basis on completion of a stage in a length of not less than one km on both sides.
(iv) Overhead gantry mounted signs	[Nil]	Unit of measurement is each number. Payment shall be made on pro-rata basis on completion of each overhead gantry mounted sign.
(v) Project facilities		
(a) Bus Bays		
(b) Truck lay-byes		
(c) Rest areas		
(d) passing places	3.30%	Unit of measurement is each
(e) Street Lighting	1.01%	number. Payment shall be made on
(f) Other miscellaneous works including Connecting Road, minor junction & Junction under Grade	10.10%	pro-rata basis for completed facilities.
separator etc. mentioned in schedule C		
(vi) Road side plantation	[Nil]	Unit of measurement is linear length in km. Payment shall be made on pro-rata basis on completion of one km.
(vii) Protection works # other than approaches to the bridges, elevated sections, flyovers/grade separators and ROBs/RUBs.		
(a) Crash Barrier	0.00%	Unit of measurement is linear
(b) Retaining Wall	27.13%	length. Payment against items (a),
(c) Breast Wall	17.01%	(b) & (c) shall be made on pro rata
(d) Toe Wall	0.00	basis on completion of a stage in a
(e) Hydroseeding and Turfing	9.20%	length of not less than 10% (ten per
(f) Parapet Wall and W-Beam crash barrier	3.37%	cent) of the total length and 100 m whichever is less.
(viii) Safety and traffic management during construction	0.51%	Payment shall be made on pro-rata basis every six months.
(ix) Site clearance, Landscaping & Tree Plantation	<mark>0.40%</mark>	Payment shall be made on pro rata basis on completion of a stage in a length of not less than 100 m of length.

# 1.3.5 Utility

Procedure for estimating the value of utilities shifting done shall be as stated in Table 1.3.5

Stage for payment	Percentage weightage	Payment Procedure
Electrical utilities and public health utilities (water pipe line and sewage lines)		
(i) EHT line		Unit of measurement is as per completed activities. Cost per activity shall be determined on pro-rata basis as per its weightage. With reference to total cost of EHT line. Payment shall be made for completed activity .(The average weightage of major activities(only for payment purpose) in shifting work is (i) Erection of Poles-20%,(ii) Conductor stringing including laying of cable- 30%,(iii) DTR erection (if involved) -15% and (iv) Charging of line including dismantling and site clearance-35% (with DTR) and 50% without DTR)
(ii) EHT Crossings		Cost of each crossing shall be determined on pro- rata basis with reference to total no. of crossing. payment shall be made for not less than 25% of the crossing subject to a minimum of 4 crossing.
(iii) HT/LT line (including Transformers if any)	100%	Unit of measurement is as per completed activities. Cost per activity shall be determined on pro-rata basis as per its weightage. With reference to total cost of LT/HT line. Payment shall be made for completed activity .(The average weightage of major activities (only for payment purpose) in shifting work is (i) Erection of Poles-20%,(ii) Conductor stringing including laying of cable- 30%,(iii) DTR erection (if involved) - 10% and (iv) Charging of line including dismantling and site clearance-40% (with DTR) and 50% without DTR)
(iv) HT/LT crossings		Cost of each crossing shall be determined on pro- rata basis with reference to total no. of crossing payment shall be made for not less than 25% of the crossing subject to a minimum of 10 crossing.
(v) Water pipeline		Unit of measurement is as per completed activities. Cost per activity shall be determined on pro-rata basis as per its weightage with reference to total cost of pipe line. Payment shall be made for completed activity. (The average weightage of major activities (only for payment purpose) in shifting work is laying of pipe-50%, Charging of line including all miscellaneous works and dismantling and site clearance-50%)

# **Table 1.3.5**

(vi) Water pipeline crossings	Cost of each crossing shall be determined on pro- rata basis with reference to total no. of crossings. Payment shall be made for not less than 25 of the crossings subject to a minimum of 8 crossings.
(vii) Sewage lines	Unit of measurement is as per completed activities. Cost per activity shall be determined on pro-rata basis as per its weightage with reference to total cost of pipe line. Payment shall be made for completed activity. (The average weightage of major activities (only for payment purpose) in shifting work is laying of pipe-50%, Charging of line including all miscellaneous works and dismantling and site clearance-50%)
(vii) Sewage lines crossings	Cost of each crossing shall be determined on pro- rata basis with reference to total no. of crossings. Payment shall be made for completed activity. (The average weightage pf major activities in shifting work is laying pipe-50%, Charging of line including all miscellaneous works and dismantling and site clearance-50%)

#### Note:

- (1) In case of innovative Major Bridge Projects like cable suspension/cable stayed and exceptionally long span bridges, the schedule may be modified as per site requirement before bidding with due approval of Competent Authority.
- (2) The schedule for exclusive projects may be prepared as per site requirements before bidding with due approval of Competent Authority.
- (3) (a) In order to maintain cash flow in the project, the Authority shall also make interim monthly payments to the Contractor for the work done during the month for which the corresponding stage, as mentioned in Schedule-H, has not been achieved. Such work shall be measured, in a length, number or area as specified in corresponding stage of Schedule-H and valued in accordance with the proportion of the weightage of Contract Price assigned to that stage in Schedule-H. '90% of value of such work shall be paid as an 'Interim Monthly Payment' under clause 19.3 (i) of Contract Agreement.

(b) For Pre cast/ pre-fabricated elements to be used in permanent works, interim payments to be made @ 75% of cost of that element (to be derived from MoRT&H data book) as per schedule H.

(c) Upon completion of the defined 'stage', a reconciliation of the interim payments shall be carried out, and any balance amount shall be paid. For the avoidance of doubt, it is clarified that the interim monthly payments are made solely to maintain cash flow in the project. In the event of termination of the project, under Clause23.1, 23.2 or 23.3, as the case may be, such interim payments shall be dealt with as per Clause 23.5 (i) (b) of the Contract Agreement.

2. Procedure for payment for Maintenance

2.1 The cost for maintenance shall be as stated in Clause 14.1.1.

2.2 Payment for Maintenance shall be made in quarterly instalments in accordance with the provisions of Clause 19.7

## Schedule - I

#### (See Clause 10.2 (iv))

#### Drawings

#### 1. Drawings

In compliance of the obligations set forth in Clause 10.2 of this Agreement, the Contractor shall furnish to the Authority's Engineer, free of cost, all Drawings listed in Annex-I of this Schedule-I.

#### 2. Additional Drawings

If the Authority's Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-I, it may by notice require the Contractor to prepare and furnish such drawings forthwith. Upon receiving a requisition to this effect, the Contractor shall promptly prepare and furnish such drawings to the Authority's Engineer, as if such drawings formed part of Annex-I of this Schedule-I.

## Annex – I

## (Schedule - I)

## List of

## Drawings

#### The list of required drawings is as under:

- 1. Survey Drawing.
- 2. Plan and Profile Drawing.
- 3. Cross Section and Typical Cross Section Drawing.
- 4. Cross Drainage Drawing.
- 5. GAD.
- 6. Structural Component Drawing of Structure.
- 7. Miscellaneous Drawing.
- 8. Any other Drawing related to or found essential of the Project.
- [Note: The Authority shall describe in this Annex-I, all the Drawings that the Contractor is required to furnish under Clause 10.2.]

# Schedule - J

## (See Clause 10.3 (ii))

# **Project Completion Schedule**

## 1. **Project Completion Schedule**

During Construction period, the Contractor shall comply with the requirements set forth in this Schedule-J for each of the Project Milestones and the **Scheduled Completion Date**. Within 15 (fifteen) days of the date of each Project Milestone, the Contractor shall notify the Authority of such compliance along with necessary particulars thereof.

#### 2. Project Milestone-I

- (i) Project Milestone-I shall occur on the date falling on the [35% of the Scheduled Construction Period] day from the Appointed Date (the "Project Milestone-I").
- (ii) Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 10% (ten per cent) of the Contract Price.

#### 3. **Project Milestone-II**

- (i) Project Milestone-II shall occur on the date falling on the [60% of the Scheduled Construction Period] day from the Appointed Date (the "Project Milestone-II").
- (ii) Prior to the occurrence of Project Milestone-II, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 35% (thirtyfive per cent) of the Contract Price and should have started construction of all bridges

#### 4. **Project Milestone-III**

- (i) Project Milestone-III shall occur on the date falling on the **[85% of the Scheduled Construction Period]** day from the Appointed Date (the **"Project Milestone-III**").
- (ii) Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 70% (seventy per cent) of the Contract Price and **should have** started construction of all project facilities.

## 5. Scheduled Completion Date

- (i) The Scheduled Completion Date shall occur on the [Scheduled Construction Period]day from the Appointed Date.
- (ii) On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.

## 6. Extension of time

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

# Schedule - K

## (See Clause 12.1 (ii))

# **Tests on Completion**

## 1. Schedule for Tests

- (i) The Contractor shall, no later than 30 (thirty) days prior to the likely completion of construction, notify the Authority's Engineer and the Authority of its intent to subject the Project Highway to Tests, and no later than 10(ten) days prior to the actual date of Tests, furnish to the Authority's Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Works.
- (ii) The Contractor shall notify the Authority's Engineer of its readiness to subject the Project Highway to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Authority's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Authority's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 12 and this Schedule-K.

#### 2. Tests

- (i) Visual and physical test: The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include [\*\*\*].
- (ii) Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a Network Survey Vehicle (NSV) fitted with latest equipments and the maximum permissible roughness for purposes of this Test shall be [2,000 (two thousand)] mm for each kilometre.
- (iii) Tests for bridges: All major and minor bridges shall be subjected to the rebound hammer and ultrasonic pulse velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research Board on Nondestructive Testing Techniques, at two spots in every span, to be chosen at random by the Authority's Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be subjected to load testing.
- (iv) Other tests: The Authority's Engineer may require the Contractor to carry out or causeto be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project Highway with Specifications and Standards, except tests as specified in clause 5,but shall include measuring the reflectivity of road markings and road signs; and measuring the illumination level (lux) of lighting using requisite testing equipment.

- (v) Environmental audit: The Authority's Engineer shall carry out a check to determine conformity of the Project Highway with the environmental requirements set forth in Applicable Laws and Applicable Permits.
- (vi) Safety Audit: The Authority's Engineer shall carry out, or cause to be carried out, a safety audit to determine conformity of the Project Highway with the safety requirements and Good Industry Practice.

## 3. Agency for conducting Tests

All Tests set forth in this Schedule-K shall be conducted by the Authority's Engineer or such other agency or person as it may specify in consultation with the Authority.

#### 4. Completion Certificate

Upon successful completion of Tests, the Authority's Engineer shall issue the Completion Certificate in accordance with the provisions of Article 12.

5. The Authority Engineer will carry out tests with following equipment at his own cost in the presence of contractor's representative.

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

The first testing with the help of NSV shall be conducted at the time of issue of Completion Certificate.
#### Schedule - L

(See Clause 12.2)

#### **Completion Certificate**

(Name

Contractor), hereby

certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement, and I am satisfied that the Project Highway can be safely and reliably placed in service of the Users thereof.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Authority's Engineer by:

(Signature)

(Name

)(Designation)

(Address)

of

## Schedule - M

(See Clauses 14.6, 15.2 and 19.7)

## **Payment Reduction for Non-Compliance**

# 1. Payment reduction for non-compliance with the Maintenance Requirements

- (i) Monthly lump sum payments for maintenance shall be reduced in the case of non-compliance with the Maintenance Requirements set forth in Schedule-E.
- (ii) Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.
- (iii) The Authority's Engineer shall calculate the amount of payment reduction on the basis of weightage in percentage assigned to non-conforming items as given in Paragraph 2.

## 2. Percentage reductions in lump sum payments on monthly basis

S. No.	Item/Defect/Deficiency	Percentage
(a)	Carriageway/Pavement	
(i)	Potholes, cracks, other surface defects	15%
(ii)	Repairs of Edges, Rutting	5%
(b)	Road, Embankment, Cuttings, Shoulders	
(i)	Edge drop, inadequate cross fall, undulations, settlement,potholes, ponding, obstructions	10%
(ii)	Deficient slopes, raincuts, disturbed pitching, vegetationgrowth, pruning of trees	5%
(c)	Bridges and Culverts	
(i)	Desilting, cleaning. vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	20%
(ii)	Any Defects in superstructures, bearings and sub-structures	10%

(i) The following percentages shall govern the payment reduction:

S. No.	Item/Defect/Deficiency	Percentage
(iii)	Painting, repairs/replacement kerbs, railings, parapets, guideposts/crash barriers	5%
(d)	Roadside Drains	
(i)	Cleaning and repair of drains	5%
(e)	Road Furniture	
(i)	Cleaning, painting, replacement of road signs, delineators, roadmarkings, 200 m/km/5 <sup>th</sup> km stones	5%
(f)	Miscellaneous Items	
(i)	Removal of dead animals, broken down/accidented vehicles,fallen trees, road blockades or malfunctioning of mobile crane	10%
(ii)	Any other Defects in accordance with paragraph 1.	5%
(g)	Defects in Other Project Facilities	5%

(ii) The amount to be deducted from monthly lump-sum payment for non- compliance of particular item shall be calculated as under:

$$R = \frac{P}{100} \times (M1 \text{ or } M2) \times \frac{L1}{L}$$

Where,

- P= Percentage of particular item/Defect/deficiency for deduction
- M1= Monthly lump-sum payment in accordance para 1.2 above of this Schedule
- M2= Monthly lump-sum payment in accordance para 1.2 above of this Schedule
- L1= Non-complying length L = Total length of the road,
- R= Reduction (the amount to be deducted for non-compliance for a particular item/Defect/deficiency

The total amount of reduction shall be arrived at by summation of reductions for suchitems/Defects/deficiency or non-compliance.

For any Defect in a part of one kilometer, the non-conforming length shall be taken as one kilometer.

## Schedule - N

(See Clause 18.1 (i))

# Selection of Authority's Engineer

## 1. Selection of Authority's Engineer

- (i) The provisions of the Model Request for Proposal for Selection of Technical Consultants, issued by the Ministry of Finance in May 2009, or any substitute thereof shall apply for selection of an experienced firm to discharge the functions and duties of an Authority's Engineer.
- (ii) In the event of termination of the Technical Consultants appointed in accordance with the provisions of Paragraph 1.1, the Authority shall appoint another firm of Technical Consultants forthwith and may engage a government-owned entity in accordance with the provisions of Paragraph 3 of this Schedule-N.

## 2. Terms of Reference

The Terms of Reference for the Authority's Engineer (the "**TOR**") shall substantially conform with Annex 1 to this Schedule N.

## 3. Appointment of Government entity as Authority's Engineer

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Authority's Engineer; provided that such entity shall be a body corporate having as one of its primary functions the provision of consulting, advisory and supervisory services for engineering projects; provided further that a government-owned entity which is owned or controlled by the Authority shall not be eligible for appointment as Authority's Engineer.

## Annex – I

## (Schedule - N)

## Terms of Reference for Authority's Engineer

## 1. Scope

(i) These Terms of Reference (the "**TOR**") for the Authority's Engineer are being specified pursuant to the EPC Agreement dated.....(the "**Agreement**), which has been enteredinto between the [name and address of the Authority] (the "**Authority**") and

...... (the "**Contractor**")<sup>#</sup> for [Intermediate-Laning] of the ...... of National Highway No- 913. \*\* in the State of **Arunachal Pradesh** on Engineering, Procurement, Construction(EPC) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

# - In case the bid of Authority's Engineer is invited simultaneously with the bid of EPC project, then the status of bidding of EPC project only to be indicated

(ii) The TOR shall apply to construction and maintenance of the Project Highway.

## 2. Definitions and interpretation

- (i) The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- (ii) References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- (iii) The rules of interpretation stated in Article 1 of the Agreement shall apply, mutatis mutandis, to this TOR.

#### 3. General

- (i) The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- (ii) The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining:
  - (a) any Time Extension;

- (b) any additional cost to be paid by the Authority to the Contractor;
- (c) the Termination Payment; or
- (d) issuance of Completion Certificate or
- (e) any other matter which is not specified in (a), (b), (c) or (d) above and which creates a financial liability on either Party.
- (iii) The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of thebeginning of every month.
- (iv) The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of Clause 18.2.
- (v) The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13.
- (vi) In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

#### 4. Construction Period

- (i) During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials and quarry sites, topographical fromborrow areas surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1 (vi). The Authority's Engineer shall complete such review and approval and send its observations to the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- (ii) The Authority's Engineer shall review and approve any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.
- (iii) The Authority's Engineer shall review and approve the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty one) days stating the modifications, if any, required thereto.

- (iv) The Authority's Engineer shall complete the review and approve of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.
- (v) The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4.
- (vi) The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the Contractor within 7 (seven) days of receipt of such report.
- (vii) The Authority's Engineer shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.
- (viii) The Authority's Engineer shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- (ix) For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreementand in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4 (ix), the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- (x) The Authority's Engineer shall test check at least 50 (fifty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- (xi) The timing of tests referred to in Paragraph 4 (ix), and the criteria for acceptance/ rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- (xii) In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.

- (xiii) The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.
- (xiv) In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.
- (xv) The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.2.
- (xvi) Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
- (xvii) In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- (xviii) The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate, as the case may be. For carrying out its functions under this Paragraph 4 (xviii) and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

#### 5. Maintenance Period

- (i) The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with the Contractor.
- (ii) The Authority's Engineer shall undertake regular inspections, at least once every month, to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.

- (iii) The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Contractor in this behalf.
- (iv) In respect of any defect or deficiency referred to in Paragraph 3 of Schedule- E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- (v) The Authority's Engineer shall examine the request of the Contractor for closure of anylane(s) of the Project Highway for undertaking maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane(s), and in case of delay, determine the Damages payable by the Contractor to the Authority under Clause 14.5.

## 6. Determination of costs and time

- (i) The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- (ii) The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.
- (iii) The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5.

## 7. Payments

- (i) The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provisions of Clause 10.2 (iv) (d).
- (ii) Authority's Engineer shall -
  - (a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
  - (b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the

Contractor, after adjustments in accordance with the provisions of Clause 19.10.

- (iii) The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.
- (iv) The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16.

## 8. Other duties and functions

The Authority's Engineer shall perform all other duties and functions as specified in the Agreement.

#### 9. Miscellaneous

- (i) A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.
- (ii) The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- (iii) Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as- built survey illustrating the layout of the Project Highway and setback lines, if any, of thebuildings and structures forming part of Project Facilities; and shall hand them over tothe Authority against receipt thereof.
- (iv) The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.
- (v) The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

# Schedule - O

(See Clauses 19.4 (i), 19.6 (i), and 19.8 (i))

## **Forms of Payment Statements**

#### 1. Stage Payment Statement for Works

The Stage Payment Statement for Works shall state:

- (a) the estimated amount for the Works executed in accordance with Clause 19.3(i) subsequent to the last claim;
- (b) amounts reflecting adjustments in price for the aforesaid claim;
- (c) the estimated amount of each Change of Scope Order executed subsequent to the last claim;
- (d) amounts reflecting adjustment in price, if any, for (c) above in accordance with the provisions of Clause 13.2 (iii) (a);
- (e) total of (a), (b), (c) and (d) above;
- (f) Deductions:
  - i. Any amount to be deducted in accordance with the provisions of the Agreement except taxes;
  - ii. Any amount towards deduction of taxes; and
  - iii. Total of (i) and (ii) above.
- (g) Net claim: (e) (f) (iii);
- (h) The amounts received by the Contractor upto the last claim:
  - i. For the Works executed (excluding Change of Scope orders);
  - ii. For Change of Scope Orders, and
  - iii. Taxes deducted

#### 2. Monthly Maintenance Payment Statement

The monthly Statement for Maintenance Payment shall state:

- (a) the monthly payment admissible in accordance with the provisions of the Agreement;
- (b) the deductions for maintenance work not done;
- (c) net payment for maintenance due, (a) minus (b);
- (d) amounts reflecting adjustments in price under Clause 19.12; and
- (e) amount towards deduction of taxes

3. Contractor's claim for Damages

Note: The Contractor shall submit its claims in a form acceptable to the Authority.

# Schedule - P

## (See Clause

20.1)

## Insurance

## 1. Insurance during Construction Period

- (i) The Contractor shall effect and maintain at its own cost, from the Appointed Date till the date of issue of the Completion Certificate, the following insurances for any loss or damage occurring on account of Non Political Event of Force Majeure, malicious act, accidental damage, explosion, fire and terrorism:
  - (a) insurance of Works, Plant and Materials and an additional sum of [15 (fifteen)]per cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and
  - (b) insurance for the Contractor's equipment and Documents brought onto the Siteby the Contractor, for a sum sufficient to provide for their replacement at the Site.
- (ii) The insurance under sub para (a) and (b) of paragraph 1(i) above shall cover the Authority and the Contractor against all loss or damage from any cause arising under paragraph 1.1 other than risks which are not insurable at commercial terms.

## 2. Insurance for Contractor's Defects Liability

The Contractor shall effect and maintain insurance cover of not less than 15% of the Contract Price for the Works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring prior to the issue of the Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.

## 3. Insurance against injury to persons and damage to property

(i) The Contractor shall insure against its liability for any loss, damage, death or bodily injury, or damage to any property (except things insured under Paragraphs 1 and 2 of this Schedule or to any person (except persons insured under Clause 20.9), which mayarise out of the Contractor's performance of this Agreement. This insurance shall be for a limit per occurrence of not less than the amount stated below with no limit on the number of occurrences.

The insurance cover shall be not less than: Rs. [\*\*\*\*\*]

- (ii) The insurance shall be extended to cover liability for all loss and damage to the Authority's property arising out of the Contractor's performance of this Agreement excluding:
  - (a) the Authority's right to have the construction works executed on, over, under, in or through any land, and to occupy this land for the Works; and
  - (b) damage which is an unavoidable result of the Contractor's obligations to execute the Works.

#### 4. Insurance to be in joint names

The insurance under paragraphs 1 to 3 above shall be in the joint names of the Contractor and the Authority.

# Schedule-Q

#### (See Clause 14.10)

## **Tests on Completion of Maintenance Period**

#### 1. Riding Quality test:

Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be [2,200 (two thousand and two hundred only)] mm for each kilometre.

## 2. Visual and physical test:

The Authority's Engineer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include measurement of cracking, rutting, stripping and potholes and shall be as per the requirement of maintenance mentioned in Schedule-E.

# Schedule-R

(See Clause 14.10)

# **Taking Over Certificate**

I, ..... (Name and designation of the Authority's Representative) under and in

accordance with the Agreement dated...... (the "Agreement"), for [construction of the

Construction of Intermediate Lane Road with hard Shoulder from design Km 0.000 to Km 13.080 (Total length:13.080km) of Tuting –Zido section on NH-913 (Frontier Highway) in the State of Arunachal Pradesh on EPC Mode" (the "Project Highway") on Engineering, Procurement and Construction (EPC) basis through

(Name of Contractor), hereby certify that the Tests on completion of

Maintenance Period in accordance with Article 14 of the Agreement have been successfully undertaken to determine compliance of the Project Highway with the provisions of the Agreement and I hereby certify that the Authority has taken over the Project highway from the Contractor on this day......

SIGNED, SEALED AND DELIVERED

(Signature)

(Name and designation of Authority's

Representative)

(Address)

\*\*\*\*\* End of the Document \*\*\*\*\*