

Schedules

Schedule-A

(See Clauses 2.1 and 8.1)

Site of the Project

1 TheSite

- (i) Site of the 4-lane/ 2-lane Project Highway shall include the land, buildings, structures and road works as described in Annex-I of thisSchedule-A.
- (ii) The dates of handing over the Right of Way to the Contractor are specified in Annex-II of thisSchedule-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 thisAgreement.
- (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 inAnnex-IV.

Annex – I

(Schedule-A)

Site

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.

1. Site

The Site of the Project comprises the section of NH-38) commencing from Village Bogapani (Design Chainage 16+900) to Village Golaigaon (Design Chainage 27+150) on existing Dibrugarh to Ledo section with proposed Digboi Bypass (Green Field and Brownfield) (2-Lane+PS) of NH-38 in Tinsukia District in the State of Assam. The land, carriageway and structures comprising the Site are described below.

Sl. No.	Design Chainage	Existing Chainage
NH-38		
1	16+900	19+800
2	17+100	20+000
3	18+000	21+100
4	18+370	21+470
5	18+370-23+400	Proposed Digboi Bypass
6	23+400	24+740
7	24+000	25+340
8	25+000	26+340
9	26+000	27+340
10	27+000	28+340
11	27+150	28+490

2. Land

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

Stretch	Road Segment	Existing Ch.		Existing Average ROW (m)
		From	To	
Section 4				
1	NH-38	Km 20+000	Km 28+490	25-30

3. Carriageway

Variable cross-sectional parameters were found for the project road as mentioned below.

Chainage (km)		Length (km)	Existing Carriageway		Existing Shoulder	
From	To		Type	Width (m)	Type	Width (m)
Section 4 (NH-38 part)						
Km 20+000	Km 28+490	8.490	Bituminous	7 to 10	Earthen	1.0-1.5

Presence of roadside drain is not that conspicuous. In general, the project road is predominantly on embankment varying between 1.0m-2.0m height.

4. MajorBridges

The Site includes the following Major Bridges:

SL NO.	Existing Chainage	No. of Spans	Span Arrangement (m)	Clear Span (m)	Length of Bridge (m)	Clear Roadway Width (m) between kerbs	Total Width (m)	Width of Footpath (m)	Super structure Type
NIL									

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 length (m)	Width (m)	ROB/ RUB
		Foundation	Superstructure			
NIL						

6. Gradeseparators

The Site includes the following grade separators:

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

7. Minorbridges

The Site includes the following minor bridges:

SL NO.	Existing Chainage (km)	No. of Spans	Span Arrangement (m)	Length of Bridge (m)	Total Width (m)	Super structure Type
NIL						

8. Railway levelcrossings

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:

Sl No	Existing Chainage (km)	Type of Culvert	Span Arrangement /Dia. (m)	Total Width of Structure (m)
1	20+474	Slab	1 x 1.2	10.0
2	24+766	HPC	1 x 1.8	10.0
3	25+710	Slab	1 x 1.2	10.0
4	25+794	Slab	1 x 2.5	10.0
5	25+832	Slab	1 x 3.0	10.0
6	25+899	HPC	1 x 3.0	10.0
7	26+495	Slab	1 x 5.0	10.0
8	27+277	Slab	1 x 3.0	10.0
9	27+488	Slab	1 x 2.7	10.0
10	27+563	Slab	1 x 1.2	10.0
11	27+670	Slab	1 x 1.2	10.0
12	28+015	Slab	1 x 4.0	10.0
13	28+174	Slab	1 x 5.0	10.0

11. Busbays

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

S. No.	Chainage (km)	Length (m)	Side
NIL			

12. Truck Laybys

The details of truck lay byes are as follows:

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

13. Road sidedrains

The details of the roadside drains are as follows:

S. No.	Location		Type	
	From km	to km	Masonry/cc (Pucca)	Earthen (Kutcha)
NIL				

14. Majorjunctions

The details of major junctions are as follows:

Sl No.	Existing Chainage (km)	Road Segment	Side	Destination	Surfacing Type	Carriageway Width (m)
NH-38						
1	23+920	NH-38	LHS	Pengari	Bituminous	10.0
2	24+180	NH-38	RHS	Dhuliajan	Bituminous	10.0

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

15. Minorjunctions

The details of the minor junctions are as follows:

Sl. No.	Existing Chainage (km)	Type of Intersection	Type	Side
1	21+030	Minor	3 legged	Left
2	21+220	Minor	4 legged	Both
3	24+940	Minor	3 legged	Left
4	24+790	Minor	3 legged	Left
5	25+640	Minor	3 legged	Left
6	27+070	Minor	3 legged	Right
7	27+360	Minor	3 legged	Right
8	27+440	Minor	3 legged	Right

Sl. No.	Existing Chainage (km)	Type of Intersection	Type	Side
9	27+590	Minor	4 legged	Both
10	28+150	Minor	3 legged	Left

16. Bypasses

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

S. No.	Name of bypass (town)	Existing Chainage (km) From km to km	Length (in Km)
1	Digboi	21+470 – 24+740	3.270

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:

Sl. No	Chainage (KM)		Length (m)	Total Width (m)	Date of providing Right of Way
	FROM	TO			
(i) Full Right of Way (full width)	16+900	17+350	450	25 - 30	At appointed date
	17+350	18+150	800	25	At appointed date
	18+150	18+370	220	25 - 30	At appointed date
	18+370	18+900	530	30	At appointed date
	18+900	19+830	930	35	At appointed date
	19+830	21+450	1620	30	At appointed date
	21+450	22+400	950	35	At appointed date
	22+400	22+950	550	30	At appointed date
	22+950	23+080	130	35	At appointed date
	23+080	23+400	320	30	At appointed date
	23+400	23+730	330	25 - 30	At appointed date
	23+730	24+100	370	30	At appointed date
	24+100	24+450	350	20	At appointed date
	24+450	25+100	650	25 - 30	At appointed date
	25+100	27+150	2050	20	At appointed date
(ii) Part Right of Way (part width)			NA		
(a) Stretch					
(b) Stretch					
(c) Stretch					
(iii) Balance Right of Way (width)			NA		
(a) Stretch					
(b) Stretch					
(c) Stretch					

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 level indicated 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 signs is enclosed. 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/IRCCodes/Manual.

**(Annexure-IV)
Schedule-A
Utilities**

The Site includes the following Utilities:

(i) Electrical utilities

(a) Extra High-tension Lines

(EHTLines)

Sl no.	Chainage		Length (in Km)				Crossings				
	From	To	400KV	220KV	132KV	66KV	800KV	765KV	400KV	220KV	132KV
1	20+400		-	-	-	-	-	-	-	-	1

(b) High Tension/Low Tension Lines

(HT/LT Lines)

Sl no.	Chainage		Length (in Km)			Crossings			Transformer	
	From	To	33KV	11KV	LT	33KV	11KV	LT	No.	Capacity
NH-38										
1	16+900	17+260			0.36					
2	16+950	18+400	1.45							
3	18+450	18+450						1		
4	18+650	18+650					1			
5	18+550	18+550				1				
6	18+730	18+730						1		
7	19+250	19+250						1		
8	19+300	19+300			1 nos					
9	19+350	19+350						1		
10	19+370	19+370						1		
11	19+850	19+850						1		
12	19+850	19+850							1	25KVA
13	20+350	20+350					1			
14	20+450	20+450				1				
15	20+450	20+450					1			
16	20+800	21+100	0.3							
17	20+900	20+900				1				
18	20+900	20+900						1		

Sl no.	Chainage		Length (in Km)			Crossings			Transformer	
	From	To	33KV	11KV	LT	33KV	11KV	LT	No.	Capacity
19	21+000	21+000						1		
20	21+450	21+450				1				
21	21+550	21+550					1			
22	21+850	21+850					1			
23	22+050	22+050				1				
24	22+060	22+060					1			
25	22+280	22+280						1		
26	22+380	22+380						1		
27	22+450	22+450				2				
28	22+950	22+950						1		
29	23+370	23+370					1			
30	23+800	24+300		0.5						
31	24+300	24+300						1		
32	24+550	24+550					1			
33	24+700	25+150		0.45						
34	24+900	24+900					1			
35	25+150	25+150					1			
36	25+150	25+150						1		
37	25+430	25+430					1			
38	25+500	25+550		0.05						
39	25+560	25+560						1		
40	25+610	25+610						1		
41	25+630	25+630						1		
42	25+720	25+720						1		
43	25+870	26+080		0.21						
44	26+350	26+350					1			
45	26+450	26+450							1	63KVA
46	26+440	26+440			1nos					
47	26+460	26+460						1		
48	26+520	26+520						1		
49	26+550	26+550						1		
50	26+680	26+680						1		
51	26+820	26+820						1		
52	26+900	26+900						1		
53	27+000	27+000					1			
54	27+100	27+100						1		
55	23+890	23+890				1				
56	23+980	24+290	0.33							
57	24+290	24+290				1				
58	24+400	24+720	0.32							

Sl no.	Chainage		Length (in Km)			Crossings			Transformer	
	From	To	33KV	11KV	LT	33KV	11KV	LT	No.	Capacity
59	25+200	25+200	1nos							
60	25+470	25+720	0.25							
61	25+720	25+720				1				
62	25+720	26+300	0.58							
63	26+300	26+300				1				
64	26+340	26+510	0.17							

(ii) Public Health utilities (Water/Sewage Pipe lines):

Sl no.	Chainage		Length (in Km)				Crossings			
	From	To	Water Supply Line		Sewage Line		Water Supply Line		Sewage Line	
			With Pumping	With Gravity Flow	With Pumping	With Gravity Flow	With Pumping	With Gravity Flow	With Pumping	With Gravity Flow
1	18+400	18+500	100m							
2	18+700	18+700	50m				1			
3	19+260	19+260	50m				1			
4	19+300	19+300	50m				1			
5	25+400	25+900	500m							

Annex – V

(Schedule-A)

Environment Clearances

The following environment clearances have been obtained:

Environment Clearances is not applicable for the project

The following environment clearances are awaited:

-NIL-

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

Rehabilitation and augmentation shall include four lane at grade improvement 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 the Specifications and Standards specified in Annex-I of Schedule-D.

Annex – I

(Schedule-B)

Description of Project highway

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 two Lanning of Highways (IRC: SP: 73-2018), 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 [Plain/Rolling/Hilly] terrain to the extent land is available.

(ii) Width of Carriageway

(a) In rural areas, at grade two-Laning with paved shoulders for NH-38 shall be undertaken. The carriageway shall be 7(seven) m (excluding paved shoulder and kerb shyness) wide in accordance with the typical cross section's drawings in the Manual.

Provided that in the built-up areas: the width of the carriageway shall be as specified in the following table:

Sl. No.	Built-up stretch	Location (km to km)	Width(m)	Typical cross section
1	Digboi club area	24+100 to 24+450	7.0m carriage way + 2.5m paved shoulders on both side	TCS - 9
2	Golaigaon	25+100 to 27+150		

(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.

Sl. No.	Built-up stretch	Location (km to km)	Width(m)
Nil			

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 the minimum design speed of 80 kmph for Plain/ Rolling terrain.

(iii) Improvement of the existing road geometrics

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:

Details of Proposed Bypasses:

Sl. No.	Design Ch.(km)		Length (m)	Remarks
	From	To		
1	18+370	23+400	5030	Digboi Bypass

Details of Realignment:

Sl.no.	From	To	Length	TCS	Description
Nil					

(iv) Right of Way

Details of the Right of Way are given in Annex II of Schedule-A.

(v) Type of shoulders

- (a) In built-up sections, footpaths/fully paved shoulders shall be provided in either side in the following stretches:

Sl. NO	Stretch		Length (km)	Width (m)		Remarks
	From (km)	To (km)		Paved shoulder	RCC Covered Drain cum Footpath	
1	24+100	24+450	0.350	2.5m (on either side)	1.75m (on either side)	Digboi club area
2	25+100	27+150	2.050			Golaigaon

- (b) In open country area, 1.5 m width paved shoulder on either side and 1.0m width Earthen shoulder has been proposed.
- (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 and provision of guardrails/crash barriers shall be as per the provision of the Manual.
- (b) Lateral clearance: The width of the opening shall be as follows:

Sl. No	Design Chainage (km)	Type	Lateral clearance (m)	Minimum vertical clearance (m)
1	20+450	LVUP	12	4.0
2	22+082	VUP	30	5.5
3	22+703	EUP	50	8.0

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

Sl. No	Design Chainage (km)	Type	Lateral clearance (m)	Minimum vertical clearance (m)
Nil				

- (viii) Service roads/Slip road

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

Design Chainage (km)		Length (m)	TCS	Remarks
From	To			
18+900	18+980	80	TCS-4A	
18+992	19+060	68	TCS-4A	
19+060	19+245	185	TCS-4B	
19+257	19+290	33	TCS-4B	
19+383	19+698	315	TCS-4B	
19+698	19+792	94	TCS-4A	
19+804	19+830	26	TCS-4A	
21+450	22+066	616	TCS-6	
22+096	22+400	304	TCS-6	
Total Length (including Both sides)		3442		

(ix) Grade separated structures

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

Sl No.	Type of Underpasses	Design Chainage (km)	Span Arrangement (Nos. x Length in m)	Total Length (m)	Overall Width (m)	Structure Type
1	LVUP	20+450	1 x 12.0	12.0	12.0	RCC Box
2	VUP	22+082	1 x 30.0	30.0	12.0	PSC I-Girder
3	EUP	22+703	1 x 50.0	50.0	12.0	PSC Box-Girder

(x) Cattle and pedestrian underpass/overpass

Cattle and pedestrian underpass/ overpass shall be constructed as follows:

Sl. No.	Location	Type of crossing
NIL		

(xi) Typical cross-sections of the Project Highway

Typical cross section details are given below:

Sl No	Chainage		Length (m)	TCS Type	Description
	From	To			
1	16+900	17+350	450	TCS-1	2-Lane carriageway with Paved Shoulder in Rural Area (Concentric Widening)
2	17+350	18+150	800	TCS-2	2-lane carriageway in Rural Area (Overlay on Existing Road)

Sl No	Chainage		Length (m)	TCS Type	Description
	From	To			
3	18+150	18+370	220	TCS-1	2-Lane carriageway with Paved Shoulder in Rural Area (Concentric Widening)
4	18+370	18+630	260	TCS-3	2-Lane carriageway with Paved Shoulder in Rural Area (New Construction)
5	18+630	18+900	270	TCS-8	2-Lane carriageway with Paved Shoulder in High Embankment Area (New Construction)
6	18+900	18+980	80	TCS-4A	2-Lane carriageway with Paved Shoulder in Approach of ROB with Service Road on Both Side (New Construction)
7	18+980	18+992	12	STR	MNB on Service Road
8	18+992	19+060	68	TCS-4A	2-Lane carriageway with Paved Shoulder in Approach of ROB with Service Road on Both Side (New Construction)
9	19+060	19+245	185	TCS-4B	2-Lane carriageway with Paved Shoulder in Approach of ROB (Viaduct Portion) with Service Road on Both Side (New Construction)
10	19+245	19+257	12	STR	MNB on Service Road
11	19+257	19+290	33	TCS-4B	2-Lane carriageway with Paved Shoulder in Approach of ROB (Viaduct Portion) with Service Road on Both Side (New Construction)
12	19+290	19+383	93	STR	ROB+VUP
13	19+383	19+698	315	TCS-4B	2-Lane carriageway with Paved Shoulder in Approach of ROB (Viaduct Portion) with Service Road on Both Side (New Construction)
14	19+698	19+792	94	TCS-4A	2-Lane carriageway with Paved Shoulder in Approach of ROB with Service Road on Both Side (New Construction)
15	19+792	19+804	12	STR	MNB on Service Road
16	19+804	19+830	26	TCS-4A	2-Lane carriageway with Paved Shoulder in Approach of ROB with Service Road on Both Side (New Construction)
17	19+830	20+300	470	TCS-3	2-Lane carriageway with Paved Shoulder in Rural Area (New Construction)
18	20+300	20+444	144	TCS-5	2-Lane carriageway with Paved Shoulder in Approach of LVUP (New Construction)
19	20+444	20+456	12	STR	LVUP
20	20+456	20+730	274	TCS-5	2-Lane carriageway with Paved Shoulder in Approach of LVUP (New Construction)
21	20+730	21+450	720	TCS-3	2-Lane carriageway with Paved Shoulder in Rural Area (New Construction)
22	21+450	22+066	616	TCS-6	2-Lane carriageway with Paved Shoulder in Approach of VUP with Slip Road on Both Side(New Construction)
23	22+066	22+096	30	STR	VUP
24	22+096	22+400	304	TCS-6	2-Lane carriageway with Paved Shoulder in Approach of VUP with Slip Road on Both Side(New Construction)

Sl No	Chainage		Length (m)	TCS Type	Description
	From	To			
25	22+400	22+700	300	TCS-5	2-Lane carriageway with Paved Shoulder in Approach of EUP (New Construction)
26	22+700	22+750	50	STR	EUP
27	22+750	22+950	200	TCS-5	2-Lane carriageway with Paved Shoulder in Approach of EUP (New Construction)
28	22+950	23+080	130	TCS-7	2-Lane Carriageway with Paved Shoulder in Rural Area in Box Cutting Zone (New Construction)
29	23+080	23+170	90	TCS-8	2-Lane carriageway with Paved Shoulder in Rural Area in High Embankment Zone (New Construction)
30	23+170	23+400	230	TCS-3	2-Lane carriageway with Paved Shoulder in Rural Area (New Construction)
31	23+400	23+730	330	TCS-1	2-Lane carriageway with Paved Shoulder in Rural Area (Concentric Widening)
32	23+730	24+100	370	TCS-3	2-Lane carriageway with Paved Shoulder in Rural Area (New Construction)
33	24+100	24+450	350	TCS-9	2-Lane carriageway with Paved Shoulder in Built-up (Concentric Widening)
34	24+450	25+100	650	TCS-1	2-Lane carriageway with Paved Shoulder in Rural Area (Concentric Widening)
35	25+100	27+150	2050	TCS-9	2-Lane carriageway with Paved Shoulder in Built-up (Concentric Widening)

Refer to Typical cross section drawing in Annexure III of schedule A

3. Intersections and GradeSeparators

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

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

- (i) At-gradeintersections
Properly designed at grade intersections i.e major and minor intersection shall be provided at the locations and of the features given in the table below:

fs List:

Sl No.	Existing Chainage (km)	Road Segment	Side	Destination	Surfacing Type	Carriageway Width (m)
NH-38						
1	18+430	NH-38	LHS	Start point of Digboi Bypass	Bituminous	10.0
2	22+080	NH-38	Both	VUP Proposed (At Digboi to Duliajan Road)	Bituminous	7.0
3	23+400	NH-38	RHS	End point of Digboi Bypass	Bituminous	7.0

Minor Junctions List:

Sl. No.	Existing Chainage (km)	Type of Intersection	Type	Side
NH-38				
1	17+930	Minor	3 legged	Left
2	18+120	Minor	4 legged	Both
3	23+600	Minor	3 legged	Left
4	23+450	Minor	3 legged	Left
5	24+300	Minor	3 legged	Left
6	25+730	Minor	3 legged	Right
7	26+020	Minor	3 legged	Right
8	26+100	Minor	3 legged	Right
9	26+250	Minor	4 legged	Both
10	26+810	Minor	3 legged	Left

Note: In case any additional junction is identified during construction period, the same shall be improved as per manual and will not qualify for Change of Scope. The EPC contractor shall develop the junctions to the maximum possible extent, upto the satisfaction of AE, within the provided land only.

- (ii) Grade separated intersection with/without ramps

Sl No.	Type of Intersection	Design Chainage (km)	Span Arrangement (Nos. x Length in m)	Total Length (m)	Overall Width (m)	Structure Type
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 Section 4 of the Manual and the specified cross-sectional details. Deficiencies in the plan and profile of the existing road shall be corrected.
- (ii) Raising of the existing road as per Section 4 of the Manual
The existing road shall be raised in the following sections:

Sl. No.	Section (from km to km)	Length (km)	Extent of raising
Nil			

5. Pavement Design

- (i) Pavement design shall be carried out in accordance with the provision of section 5 of the Manual.

(ii) Type of pavement

Flexible pavement shall be proposed at the entire project road.

(iii) Design requirements

Design of new pavement has been carried out based on IRC: 37-2018 "Guidelines for the design of Flexible Pavements"

(a) Design Period and strategy

Flexible pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum design period of 15 years. Stage construction shall not be permitted.

(b) Design Traffic

Notwithstanding anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for minimum design traffic 24 msa for NH-38. However, in case the traffic is more at the time of design of project highway, then the higher design traffic will be adopted for pavement design.

Service Roads/ Slip Roads shall be designed for 10 msa design traffic.

(c) Design Subgrade CBR

Notwithstanding anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for minimum subgrade CBR of 8%.

(iv) Reconstruction of stretches

Contractor shall investigate the existing pavement and finalize the reconstruction stretch in consultation with Authority's Engineer. Those shall be designed as new pavement.

(v) Overlay stretches

Contractor shall investigate the existing pavement and finalize the overlay stretch in consultation with Authority's Engineer. However, the overlay thickness will not be less than 30mm BC & 50mm DBM.

6. Roadside Drainage

Drainage system including surface and subsurface drains for the Project Highway shall be provided as per section 6 of the manual and as per cross section schedule provided as Annexure -I to this schedule.

- Unlined trapezoidal drain needs to be provided at both side in rural area with a minimum length of 9000m.

- RCC Covered drain needs to be provided at both side in built-up area, approach and major junctions location with a minimum length of 8642m.
- Trapezoidal V-shaped Drain will be provided for a minimum length of 260m.

Note: The length of drains as specified above is indicative. In case any additional length is identified during construction period, the same shall be improved as per manual and will not qualify for Change of Scope.

The EPC Contractor shall ensure proper functioning of road side drain by designing them as per site condition and considering the outfall location.

7. Design of Structures

(i) General

- All Grade separator, Bridges, culverts and structures shall be designed and constructed in accordance with the section 7 of the Manual and shall conform to the cross-sectional features and other details specified therein.
- Width of the carriageway of new bridges shall be as follows:

Sl No	Design Chainage (km)	Proposed Span Arrang (No. of Span x Span length in m)	Proposed Total Length (m)	Width of proposed structure (m)		Proposed Type of Superstructure	Improvement Proposal	Remarks
		Main Carriageway	Service Road	Main Carriage way	Service Road			
1	18+986	2 x 6.0 x 5.2	2 x 6.0 x 4.0	15.6	As per TCS	RCC Box Bridge	New construction	Skew angle 45
2	19+251	-	2 x 6.0 x 3.0	-	As per TCS	RCC Box Bridge	New construction	Skew angle 29
3	19+798	2 x 6.0 x 3.0	2 x 6.0 x 2.0	15.6	As per TCS	RCC Box Bridge	New construction	Skew angle 45

Width of the carriageway of new grade separator structure shall be as follows:

Sl No.	Type of Underpasses	Design Chainage (km)	Span Arrangement (Nos. x Length in m)	Total Length (m)	Overall Width (m)	Structure Type
1	LVUP	20+450	1 x 12.0	12.0	12.0	RCC Box
2	VUP	22+082	1 x 30.0	30.0	12.0	PSC I-Girder
3	EUP	22+703	1 x 50.0	50.0	12.0	PSC Box-Girder

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

Sl N-o.	Design Chainage (km)	Remarks
1	18+986	MNB, Footpath on both sides
2	19+798	MNB, Footpath on both sides

(d) All bridges shall be high-level bridges

(e) The following structures shall be designed to carry utility services specified in table below:

Sl. No.	Bridge at km	Utility service to be carried	Remarks
Nil			

(f) Cross-section of the new culverts for the Project Highway shall conform to the typical cross-sections given in the section 7 of the 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:

Sl. No.	Design Chainage (km)	Type of Existing Culvert	Existing Span Arrangement /Dia. (m)	Type of Proposed Culvert	Proposed Span Arrangement (m)	Improvement Proposal	Remarks
NH-38							
1	23+426	HPC	1 x 1.0	HP Culvert	1 x 1.0	Reconstruction	-

Note: The span and opening of these culverts as specified are indicative. The design of waterway has to be done considering the site requirements. Change in this configuration **shall not attract provisions of “change of scope” article of this Agreement**

(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 as per the typical cross section given in the section 7 of the Manual. Repairs and strengthening of existing structures where required shall be carried out.

Sl No	Design Ch. (KM)	Type of Ex. Culvert	Ex. Span Arrangement /Dia. (m)	Type of Prop. Culvert	Prop. Span Arrangement /dia (m)	Improvement Proposal
Nil						

Note: The span and opening of these culverts as specified are indicative. The design of waterway has to be done considering the site requirements. Change in this configuration **shall not attract provisions of “change of scope” article of this Agreement**

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

Sl. No.	Design Chainage (km)	Type of Proposed Culvert	Proposed Span Arrangement/dia (m)	Improvement Proposal
1	18+635	Box	1 x 3.0 x 3.0	New construction
2	18+800	Box	1 x 3.0 x 3.0	New construction
3	19+145	Box*	1 x 1.5 x 1.5	New construction
4	19+485	Box*	1 x 3.0 x 3.0	New construction
5	20+100	HPC	1 x 1.0	New construction
6	20+302	HPC	1 x 1.0	New construction
7	21+000	HPC	1 x 1.0	New construction
8	21+300	Box	1 x 2.5 x 2.5	New construction
9	21+588	HPC	1 x 1.2	New construction
10	22+000	HPC	2 x 1.2	New construction
11	22+488	HPC	1 x 1.2	New construction
12	23+130	HPC	1 x 1.2	New construction

* Box * = Box on service road only below viaduct

Note: The span and opening of these culverts as specified are indicative. The design of waterway has to be done considering the site requirements. Change in this configuration **shall not attract provisions of “change of scope” article of this Agreement**

(e) The existing culverts at the following locations shall be retained as per the table below:

Sl. No.	Design Chainage (km)	Type of Culvert	Span Arrangement (m)	Remarks
1	17+374	Slab Culvert	1 x 2.5	Retain

Sl. No.	Design Chainage (km)	Type of Culvert	Span Arrangement (m)	Remarks
2	24+370	Slab Culvert	1 x 1.0	Retain
3	24+454	Slab Culvert	1 x 1.0	Retain
4	24+492	Slab Culvert	1 x 1.0	Retain
5	24+559	Slab Culvert	1 x 0.9	Retain
6	25+155	Slab Culvert	1 x 6.0	Retain
7	25+937	Slab Culvert	1 x 1.5	Retain
8	26+148	Slab Culvert	1 x 1.0	Retain
9	26+223	Slab Culvert	1 x 1.0	Retain
10	26+330	Slab Culvert	1 x 1.0	Retain
11	26+675	Slab Culvert	1 x 1.8	Retain
12	26+834	Slab Culvert	1 x 1.6	Retain

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

Sl. No.	Location at km	Type of repair required
1	Locations as mentioned in Para 7 ii-(c), above.	All necessary repairs as per Manual

- (g) 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

Sl No	Design Chainage (km)	Proposed Span Arrang (No. of Span x Span length in m)	Proposed Total Length (m)	Width of proposed structure (m)	Proposed Type of Superstructure	Improvement Proposal	Remarks
NIL							

Note: The span and opening of these bridges as specified are indicative. The design of waterway has to be done considering the site requirements. Change in this configuration **shall not attract provisions of “change of scope” article of this Agreement.**

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

Sl No	Design Chainage (km)	Proposed Span Arrang (No. of Span x Span length in m)	Proposed Category	Proposed Total Length (m)	Width of proposed structure (m)	Proposed Type of Superstructure	Improvement Proposal	Remarks
Nil								

Note: The span and opening of these bridges as specified are indicative. The design of waterway has to be done considering the site requirements. **Change in this configuration shall not attract provisions of “change of scope” article of this Agreement.**

(iii) The following existing bridges shall be retained& repaired:

Sl No	Design Chainage (km)	Span Arrang. (No. of Span x Span length in m)	Category	Total Length (m)	Width of structure (m)	Type of Superstructure	Improvement Proposal	Remarks
Nil								

(b) Additional newbridges:

New bridges at the following locations on the Project Highway shall be constructed. GADs for the new bridges are attached in the drawings folder.The details are given below:

Sl No	Design Chainage (km)	Proposed Span Arrang (No. of Span x Span length in m)	Proposed Total Length (m)	Width of proposed structure (m)		Proposed Type of Superstructure	Improvement Proposal	Remarks
		Main Carriageway	Service Road	Main Carriageway	Service Road			
1	18+986	2 x 6.0 x 5.2	2 x 6.0 x 4.0	15.6	As per TCS	RCC Box Bridge	New construction	Skew angle 45
2	19+251	-	2 x 6.0 x 3.0	-	As per TCS	RCC Box Bridge	New construction	Skew angle 29
3	19+798	2 x 6.0 x 3.0	2 x 6.0 x 2.0	15.6	As per TCS	RCC Box Bridge	New construction	Skew angle 45

Note: The span and opening of these bridges as specified are indicative. The design of waterway has to be done considering the site requirements. Change in this configuration shall not attract provisions of “change of scope” article of this Agreement.

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

Sl No	Design Chainage (km)	Proposed Span Arrang (No. of Span x Span length in m)	Proposed Total Length (m)	Width of proposed structure (m)	Proposed Type of Superstructure	Improvement Proposal	Remarks
NIL							

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

Sl No	Design Chainage (km)	Proposed Span Arrang (No. of Span x Span length in m)	Proposed Total Length (m)	Width of proposed structure (m)	Proposed Type of Superstructure	Improvement Proposal	Remarks
NIL							

- (e) Drainage system for bridge decks

An effective drainage system for bridge decks shall be provided as specified in section 7 of the Manual

- (f) Structures in marine environment

NIL

- (iv) Rail-road bridges:

- (a) Design, construction and detailing of ROB/RUB shall be as specified in the provision of Manual.

- (b) Road over-bridges

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

Sl. No.	Location of ROB (Chainage km)	Length of bridge (m)	Span Arrangement (m)	Proposed Width (m)	Remarks
1	19+353	642.42	6 x 35.0 + 24.0 + 30.0 + 19.08 + 25.08 + 19.08 + 9 x 35.0	1 x15.6	-

(c) Roadunder-bridges

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

Sl.	Location of Level crossing (Chainage)	Number and length of
NIL		

(v) Grade separatedstructures

Design of grade separator shall be as per section 7 of the manual. Locations and type of the grade separated structures specified in paragraphs 2 (ix).

(vi) Repairs and strengthening of bridges andstructures

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

(a) Bridges

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

(b) ROB /RUB

Sl. No.	Location of ROB/RUB (km)	Nature and extent of repairs /strengthening to be carried out
NIL		

(c) Overpasses/Underpasses and otherstructures

Sl. 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:

Sl no.	Design Chainage (km)	Proposed Span Arrang (No. of Span x Span length in m)	Proposed Category	Proposed Total Length (m)	Width of proposed structure (m)	Proposed Type of Superstructure
NIL						

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 should be of high intensity grade with encapsulated lens or with micro prismatic retro reflective element in accordance with ASTM Standard D 4956 – 04.

9. Roadside Furniture

- (i) Roadside furniture shall be provided in accordance with the provision of section 9 of the Manual.
- (ii) Overhead traffic signs:

Minimum 6nos. (4nos. cantilever & 2nos. full) overhead traffic signs shall be provided for the project stretch.

Note: The exact location of Signs and size shall be finalized as per provisions in Manual and as per site conditions.

10. Compulsory Afforestation

Compulsory afforestation should be as per section 11 of the manual

11. Hazardous Locations

Metal Beam Crash Barrier:

Metal Beam Crash Barrier need to be provided as per site requirement with a minimum length of 8546 m

Note: The length of crash barrier is indicative. In case any additional length is identified during construction period, the same shall be improved as per manual and will not qualify for Change of Scope

12. Special Requirement for Hill Roads

NA

13. Special Requirement for High Embankment Zone

Toe Wall:

Toe wall has been proposed in high embankment zone such to restrict the embankment toe within the PROW. Minimum length of 1380m toe wall is required for section-4 at TCS-sec-7 (Box cutting) and at TCS-sec-8 (High embankment zone).

Note: The lengths of these protection works are indicative. In case any additional length is identified during construction period, the same shall be improved as per manual and will not qualify for Change of Scope

14. Utilities

A minimum 2m wide strip of land at the extreme edge of ROW shall be kept for accommodating utilities.

Utility duct shall be provided as per Schedule –C.

15. 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.

(Schedule B-1)

1. The shifting of utilities and felling of trees shall be carried out by the Contractor. The cost of the same shall be borne by the Authority. The details of utilities are as follows:

Sr. No	Type of Utility	Unit	Quantity
A			
A1	33 KV (HT) Pole	Nos.	210
A2	LT Pole	Nos.	
A3	11 KV Pole	Nos.	
A4	Transformers	Nos.	2
B			
B1	Water Pipe Line	meters	730
C	<i>Felling of Tress</i>	<i>Nos.</i>	<i>135</i>

Sheet-I (Annexure-I to Sch-B1)

Utility Shifting

Shifting of obstructing existing utilities indicated in Schedule A to an appropriate location in accordance with the standards and Specification of concern Utility Owning Departments is a part of scope of work for the Contractor/Concessionaire. The bidder may visit the site and assess the quantum of shifting of utilities for the project before submission of the bid. Copy of Utility relocation plan is enclosed. The specifications 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 crossings 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. 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 binding 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 estimates cost given by the utility owning agencies.

(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 to utility owning department as per the norms and practice and, in that case the amount of credit for dismantled material may be availed by the Contractor/Concessionaire as per the 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.

Note II: - Copy of Utility shifting plans enclosed as Annexure II to Schedule-B1

Schedule - C

(See Clause 2.1)

Project Facilities

1. ProjectFacilities

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

- (a) Tollplaza;
- (b) roadsidefurniture;
- (c) Street lighting;
- (d) Pedestrianfacilities;
- (e) Treeplantation;
- (f) Trucklay-byes;
- (g) bus-bays and busshelters;
- (h) rest areas;and
- (i) others to bespecified

2. Description of ProjectFacilities

Each of the Project Facilities is described below:

- (a) Toll Plaza

Toll plaza shall be designed as per the guidelines of the manual and it is provided at following locations: -

Sl. No.	Location(Design km)
	Nil

- (b) Road side Furniture

The roadside furniture shall include the provision of the;

- i. Traffic Signs

Traffic signs include roadside signs, overhead signs, curb mounted signs etc. provided for the entire Project Highway as per Manual.

- ii. Pavement Markings

Pavement markings shall cover road marking provided for the entire Project Highway as per Manual.

iii. LED Traffic Blinkers

LED Traffic Blinker signal provided for entire project as per Manual.

iv. Delineators

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

v. Boundary stones

For the entire Project Highway as suggested in relevant IRC Manual.

vi. Hectometer / Kilometer stones

For the entire Project Highway as suggested in relevant IRC Manual.

(c) Street Lighting

Lighting shall be provided at the following locations:

i. Lighting shall be provided at bus stops, and as per manual recommended in Schedule D.

ii. High Mast Lighting shall be provided at Major Junction,

The EPC Contractor will obtain all permissions / load sanctions / power supply, etc. from the Electricity Authorities. The Contractor shall be solely responsible for submission of application along with all necessary documents to supply authority. Further the Contractor shall be responsible for follow up of the application and getting the release of the supply to lighting. All statutory approvals / permissions have to be obtained by the Contractor for energizing / operating the lights.

(d) Pedestrian facilities;

Pedestrian facilities shall be provided at the locations of urban sections in order to ensure safety of pedestrians while crossing in consultation with NHIDCL and as per manual

(e) Tree plantation;

Landscaping and Tree plantation shall be provided. The location for these provisions shall be finalized in consultation with Independent Engineer

(f) Truck lay-bys;

Truck lay bays shall be provided at locations given below:

Sl no.	Design Chainage(km)	Side
Nil		

(g) Bus-bays and busshelters;

Bus shelters shall be provided at locations given below:

Sl. No.	Design Chainages (km)	Side
<i>NH-38</i>		
1	17+000	Both Side
2	18+270	Both Side
3	24+300	Both Side
4	25+690	Both Side

In case during the execution of the project, Bus-bays at any other location is required to be provided, the same shall not considered as change of scope. Further, the above locations are indicative and shall be finalized with Authority's Engineer.

(h) Rest Areas

NIL

(i) Utilities

Provision of accommodating utilities shall be made within utility corridor on either side of Project Highway. At an interval of 0.5 Km, utility ducts in form of NP-4 Hume Pipe shall be provided across the Project Highway and along with inspection chamber as per IRC: SP: 73-2018 requirements. Location & diameter for such utility crossing shall be finalized in consultation with Authority Engineer & concerned Utility Agency.

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 following documents:

Manual of Specifications and Standards for twoLaning of Highways (IRC: SP: 73 2018), referred to herein as the Manual

Annex – I

(Schedule-D)

Specifications and Standards for Construction

1. Specifications and Standards

All Materials, works and construction operations shall conform to the Manual of Specifications and Standards for two-Laning of Highways (IRC: SP:73-2018), referred to as the Manual, and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, 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:

Sl no.	Clause Referred in Manual / Circular	Item	Provision as per Manual / Circular	Modified provision	Remarks
1	IRC SP-73-2018 fig no 7.6	Cross section (deck configuration) of minor bridges	13.0m carriageway + 1.5m footpath (both sides) + 0.5m crash barrier (both sides) + 0.5m (steel barrier) both sides	11.0m carriageway + 1.5m footpath (both sides) + 0.5m crash barrier (both sides) + 0.3m (steel railing) both sides	MNBs are falling in ROB approaches.
2	MoRT&H Circular No. – RW/NH-33044/22/2020-S&R(P&B)	Shoulders	Clause referred in circular	Width of paved shoulder in open country rural area is 1.5 m and earthen shoulder in rural area is 1.0m on either side	Circular date – 17 th July 2020

Table D1: Speed Restricted Stretches

Element ID	Circular Details				Transition Details				Speed (Kmph)
	Start Chainage	End Chainage	Radius (m)	Direction	Start Chainage	L1	L2	End Chainage	
1	18+421.088	18+449.859	75	Left	18+336.088	85	85	18+534.859	40

Element ID	Circular Details				Transition Details				Speed (Kmph)
	Start Chainage	End Chainage	Radius (m)	Direction	Start Chainage	L1	L2	End Chainage	
2	18+795.904	19+035.464	112	Right	18+730.904	65	65	19+100.464	50
3	19+429.474	19+472.469	301	Left	19+374.474	55	55	19+527.469	60
4	21+798.960	21+869.456	200	Left	21+728.960	70	70	21+939.456	60
5	22+016.791	22+097.575	200	Right	21+946.791	70	70	22+167.575	60
6	22+415.835	22+629.383	160	Left	22+325.835	90	90	22+719.383	60
7	22+837.666	22+936.692	170	Right	22+762.666	75	75	23+011.692	60
8	23+273.391	23+433.170	130	Right					60
9	23+643.681	23+646.296	150	Left	23+613.681	30	30	23+676.296	60
10	23+720.060	23+720.206	90	Right	23+680.060	40	40	23+760.206	50
11	23+812.263	23+843.710	170	Left	23+762.263	50	50	23+893.710	60
12	24+621.292	24+656.586	155	Right	24+576.292	45	45	24+701.586	60
13	24+757.226	24+852.878	200	Left					60
14	25+288.825	25+388.234	120	Left					50
15	25+555.797	25+591.018	250	Left					60
16	25+910.752	25+956.763	160	Left	25+865.752	45	45	26+001.763	60
17	26+276.573	26+384.792	305	Right	26+236.573	40	40	26+424.792	60
18	27+318.055	27+340.871	230	Left	27+263.055	55	55	27+395.871	60

SCHEDULE - E
(See Clauses 2.1 and 14.2)

MAINTENANCE REQUIREMENTS

1 Maintenance Requirements

- 1.1 The Contractor shall, at all times maintain the Project Highway in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.
- 1.2 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-fulfillment 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.
- 1.3 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.

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 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	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
Flexible Pavement (Pavement of MCW, Service Road, approaches	Potholes	Nil	< 0.1 % of area and subject to limit of 10 mm in depth	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA 2003 (http://www.tfhr.com/pavement/ltp/reports/03031/)	24-48 hours	MORT&H Specification 3004.2

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
s of Grade structure, approaches of connecting roads, slip roads, lay byes etc. as applicable)	Cracking	Nil	< 5 % subject to limit of 0.5 sqm for any 50 m length	Daily			7-15 days	MORT&H Specification 3004.3
	Rutting	Nil	< 5 mm	Daily	Straight Edge		15 -30 days	MORT&H Specification 3004.2
	Corrugations and Shoving	Nil	< 0.1% of area	Daily	Length Measurement Unit like		2-7 days	IRC:82- 2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
	Bleeding	Nil	< 1 % of area	Daily	Scale, Tape, odometer etc.		3-7 days	MORT&H Specification 3004.4
	Ravelling / Stripping	Nil	< 1 % of area	Daily			7-15 days	IRC:82-2015 read with IRC SP 81
	Edge Deformation/ Breaking	Nil	< 1 m for any 100 m section and width < 0.1 m at any location, restricted	Daily			7- 15 days	IRC:82-2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
			d to 30 cm from the edge					
	Roughness BI	2000 mm/km	2400 mm/km	Bi-Annually	Class I Profilometer	Class I Profilometer : ASTM E950 (98) :2004 –Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference ASTM E1656 -94: 2000- Standard Guide for Classification of Automatic Pavement Condition Survey Equipment	180 days	IRC:82-2015
	Skid Number	60SN	50SN	Bi-Annually	SCRIM (Sideway-force Coefficient Routine Investigation Machine or equivalent)		180 days	BS: 7941-1: 2006
	Pavement Condition Index	3	2.1	Bi-Annually			180 days	IRC:82-2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
	Other Pavement Distresses			Bi-Annually			2-7 days	IRC:82-2015
	Deflection/Remaining Life			Annually	Falling Weight Deflectometer	IRC 115: 2014	180 days	IRC:115-2014
Rigid Pavement (Pavement of MCW, Service Road, Grade structure,	Roughness BI	2200m m/km	2400mm /km	Bi-Annually	Class I Profilometer	ASTM E950 (98) :2004 and ASTM E1656 -94: 2000	180 days	IRC:SP:83-2008
	Skid	Skid Resistance no. at different speed of vehicles		Bi-Annually	SCRIM (Sideway-force	IRC:SP:83-2008	180 days	IRC:SP:83-2008

Asset Type approaches of connecting roads, slip roads, lay bays etc. as applicable)	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
		Minimum SN	Traffic Speed (Km/h)		Coefficient Routine Investigation Machine or equivalent)			
		36	50					
		33	65					
		32	80					
		31	95					
		31	110					

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
Embankment/ Slope	Edge drop at shoulders	Nil	40m m	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC	7-15 days	MORT&H Specification 408.4
	Slope of camber/cross fall	Nil	<2% variation in prescribed slope of camber /cross fall	Daily			7-15 days	MORT&H Specification 408.4
	Embankment Slopes	Nil	<15 % variation in prescribe	Daily			7-15 days	MORT&H Specification 408.4

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
			side slope					
	Embankment Protection	Nil	Nil	Daily	NA		7-15 days	MORT&H Specification
	Rain Cuts/ Gullies in slope	Nil	Nil	Daily Specially During Rainy Season	NA		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:**

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

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
2	Single Transverse (or Diagonal) Crack intersecting with one or more joints	w = width of crack L = length of crack d = depth of crack D = depth of slab	4	$w = 1.5 - 3.0$ mm	Seal, and stitch if $L > 1$ m.	Staple or Dowel Bar Retrofit, FDR for affected portion.
			5	$w > 3$ mm.	Within 7 days	Within 15 days
			0	Nil, not discernible	No Action	
			1	$w < 0.2$ mm, hair cracks	Route and seal with epoxy. Within 7 days	Staple or Dowel Bar Retrofit.
			2	$w = 0.2 - 0.5$ mm, discernible from slow vehicle		Within 15 days
			3	$w = 0.5 - 3.0$ mm, discernible from fast vehicle	Route, seal and stitch, if $L > 1$ m. Within 7 days	

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
			4	$w = 3.0 - 6.0 \text{ mm}$	Dowel Bar Retrofit. Within 15 days	Full Depth Repair Dismantle and reconstruct affected. Portion with norms and specifications - See Para 5.5 & 9.2
			5	$w > 6 \text{ mm}$, usually associated with spalling, and/or slab rocking under traffic	Not Applicable, as it may be full depth	Within 15 days
			0	Nil, not discernible	No Action	
3	Single Longitudinal Crack intersecting with one or more joints	w = width of crack L = length of crack d = depth of crack D = depth of slab	1	$w < 0.5 \text{ mm}$, discernible from slow moving vehicle	Seal with epoxy, if $L > 1 \text{ m}$. Within 7 days	Staple or dowel bar retrofit. Within 15 days

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
			2	$w = 0.5 - 3.0$ mm, discernible from fast vehicle	Route seal and stitch, if $L > 1$ 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 be full depth	Within 15 days
			5	$w > 12$ mm, usually associated with spalling, and/or slab rocking under traffic		Full Depth Repair Dismantle and reconstruct affected portion as per norms and specifications -

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

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
				into more than 4 pieces		
5	Corner Break	w = width of crack L = length of crack	0	Nil, not discernible	No Action	-
			1	$w < 0.5$ mm; only 1 corner broken	Seal with low viscosity epoxy to secure broken parts Within 7 days	Seal with epoxy seal with epoxy Within 7 days
			2	$w < 1.5$ mm; $L < 0.6$ m, only one corner broken		
			3	$w < 1.5$ mm; $L < 0.6$ m, two corners broken	Partial Depth (Refer Figure 8.3 of IRC:SP: 83-2008) Within 15 days	Full depth repair
			4	$w > 1.5$ mm; $L > 0.6$ m or three corners broken		
			5	ree or four corners broken		Reinstate sub-base, and reconstruct the

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

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

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
					Within 30 days	
			5	$r > 50\%$ and $h > 25 \text{ mm}$	Reconstruct slabs, 4 or more slabs if affecting. Within 30 days	
8	Scaling	$r = \frac{\text{damaged surface}}{\text{total surface of slab}} (\%)$ $h = \text{maximum depth of damage}$	0	Nil, not discernible	Short Term	Long Term
					No action.	Not Applicable
			1	$r < 2\%$	Local repair of areas damaged and liable to be damaged. Within 7 days	
			2	$r = 2 - 10\%$		

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
			3	$r = 10 - 20\%$	Bonded Inlay within 15 days	
			4	$r = 20 - 30 \%$		
			5	$r > 30 \%$ and $h > 25 \text{ mm}$		
9	Polished Surface/Glazing	t = texture depth, sand patchtest	0		No action.	Not Applicable
			1	$t > 1 \text{ mm}$		
			2 '	$t = 1 - 0.6 \text{ mm}$	Monitor rate of deterioration	
			3	$t = 0.6 - 0.3 \text{ mm}$		
			4	$t = 0.3 - 0.1 \text{ mm}$		

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

S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
			3	$d = 100 - 300 \text{ mm}; h < 100 \text{ mm}$ $n < 1$ per 5m^2	Partial depth repair 110mm	
			4	$d = 100 - 300 \text{ mm}; h > 100 \text{ mm}; n < 1$ per 5m^2	i.e.10 mm more than the depth of the hole. Within 30 days	
			5	$d > 300 \text{ mm}; h > 100 \text{ mm}; n > 1$ per 5 m^2	Full depth repair. Within 30 days	

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

				and trapping Incompressible material.		
12	Spalling of Joints	w = width on either side of the joint L = length of spalled portion (as % joint 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%	Within 7 days	
			3	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	$f < 3 \text{ mm}$		
			2	$f = 3 - 6 \text{ mm}$	Determine cause and observe, take action for diamond grinding	Replace the slab as appropriate.
			3	$f = 6 - 12 \text{ mm}$	Diamond Grinding	Within 30 days
			4	$f = 12 - 18 \text{ mm}$	Raise sunken slab.	Replace the slab as appropriate. Within 30 days
			5	$f > 18 \text{ mm}$	Strengthen subgrade and sub-base by grouting and raising sunken slab	
14	Blowup or Buckling	$h = \text{vertical displacement from normal profile}$	0	Nil, not discernible	Short Term	Long Term
			1	$h < 6 \text{ mm}$	No Action	
			2	$h = 6 - 12 \text{ mm}$		
					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 morepieces	Replace broken slabs. Within 30 days	
15	Depression	h = negative vertical displacement from normal profile L =length	0	Not discernible, h < 5 mm	No action.	Not Applicable
			1	h = 5 - 15 mm		
			2	h = 15-30 mm, Nos<20% joints	Install Signs to Warn Traffic within 7 days	
			3	h = 30 - 50 mm		
			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	
16	Heave	h = positive vertical displacement from normal profile. L = length	0	Not discernible. h < 5 mm	Short Term	Long Term
					No action.	
			1	h = 5 - 15 mm	Follow up.	
			2	h = 15 - 30 mm, Nos <20% joints	Install Signs to Warn Traffic within 7 days	
			3	h = 30 - 50 mm		
			4	h > 50 mm or > 20% joints	Stabilise subgrade. Reinstate pavement at normal level if length < 20 m. Within 30 days	
			5	h > 100 mm		
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
18	Lane Shoulder Dropoff	to f = difference of level	0	Nil, not discernible < 3mm	Short Term	Long Term
					No action.	
			1	f = 3 - 10 mm	Spot repair of shoulder within 7 days	
			2	f = 10 - 25 mm		
			3	f = 25 - 50 mm	Fill up shoulder	

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

20	Ponding	Ponding on slabs due to blockage of drains	0-2	No discernible problem	No action.	Action required to stop water damaging foundation within 30 days.
			3 to 4	Blockages observed in drains, but water flowing	Clean drains etc within 7 days, Follow up	
			5	Ponding, accumulation of water observed	-do-	

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

Asset Type	Performance Parameter	Level of Service (LOS)			Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Highway	Availability of Safe Sight Distance	As per IRC SP : 84-2014, a minimum of safe stopping sight distance shall be available throughout.			Monthly	Manual Measurements with Odometer along with video/image backup	Removal of obstruction within 24 hours, in case of sight line affected by temporary objects such as trees, temporary encroachments. In case of permanent structure or design deficiency: Removal of obstruction/improvement of deficiency at the earliest Speed Restriction boards and suitable traffic calming measures such as transverse bar marking, blinkers, etc. shall be applied during the period of rectification.		IRC:SP 84-2019
		Design Speed , kmph	Desirable Minimum Sight Distance (m)	Safe Stopping Sight Distance (m)					
		100	360	180					
		80	260	130					
Pavement Marking	Wear	<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 2months	IRC:35-2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards	
	Day time Visibility	During expected life Service Time Cement Road - 130mcd/m ² /lux Bituminous Road - 100mcd/m ² /lux		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	<u>Initial and Minimum Performance for Dry Retro reflectivity during night time:</u>		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	
		Design Speed	(RL) Retro Reflectivity (mcd/m ² /lux)						
			Initial (7 days)						Minimum Threshold level (TL) & warranty period required up to 2 years
		Up to 65	200						80
		65 - 100	250						120
		Above 100	350						150
		<u>Initial and Minimum Performance for Night Visibility under wet condition(Retro reflectivity):</u>							

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
		Initial 7 days Retro reflectivity: 100 mcd/m ² /lux Minimum Threshold Level: 50 mcd/m ² /lux					
	Skid Resistance	Initial and Minimum performance for SkidResistance: 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 Position	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	Improvement of shape, in case if 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/Cantilever Sign boards	IRC:67-2012
	Retro reflectivity	As per specifications in IRC:67-2012	Bi-Annually	Testing of each	change of signboard	48 hours in case of Mandatory	IRC:67-2012

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications 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/Cantilever Sign boards	
Kerb	Kerb Height	As per IRC 86:1983 depending upon type of Kerb	Bi-Annually	Use of distance measuring tape	Raising Kerb Height	Within 1 Month	RC 86:1983
	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
Other Road Furniture	Reflective Pavement Markers (Road Studs)	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:73-2018,IRC:35-2015
	Pedestrian Guardrail	<u>Functionality:</u> Functioning of guardrail as intended	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:SP:73-2018
	Traffic Safety Barriers	<u>Functionality:</u> Functioning of Safety Barriers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:73-2018, 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:73-2018,

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
	Traffic Safety Barriers			backup			IRC:119-2015
	Attenuators	<u>Functionality:</u> Functioning of Attenuators asintended	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	Rectification	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:73-2018
Highway Lighting System	Highway Lights	Illumination: 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:73-2018
		No major failure in the lighting system	Daily	-	Rectification of failure	24 hours	IRC:SP:73-2018
		No minor failure in the lighting system	Monthly	-	Rectification of failure	8 hours	IRC:SP:73-2018
	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:73-2018
		No major/minor failure in the lighting system	Daily	-	Rectification of failure	8 hours	IRC:SP:73-2018

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Trees and Plantation including median plantation	Obstruction in a minimum head-room of 5.5 m above carriageway or obstruction in visibility of road signs	No obstruction due to trees	Monthly	Visual with video/image backup	Removal of trees	Immediate	IRC:SP:73-2018
	Deterioration in health of trees and bushes	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:73-2018
	Vegetation affecting sight line and road structures	Sight line shall be free from obstruction by vegetation	Daily	Visual with video/image backup	Removal of Trees	Immediate	IRC:SP 84-2019
Rest Areas	Cleaning of toilets	-	Daily	-	-	Every 4 hours	
	Defects in electrical, water and sanitary installations	-	Daily	-	Rectification	24 hours	

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Other Project Facilities and Approach roads	Damage or deterioration in Approach Roads, pedestrian facilities, truck lay-bys, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works		Daily	-	Rectification	15 days	IRC:SP 84-2019

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
Pipe/box/slab culverts	Free waterway/unobstructed flow section	85% of culvert normal flow area to available.	2 times in a year (before and after rainy season)	Inspection by Bridge Engineer as per IRC SP: 35-1990 and recording of depth of silting and area of vegetation.	Cleaning silt up soils and debris in culvert barrel after rainy season, removal of bushes and vegetation, U/s of barrel, under barrel and D/s of barrel before rainy season.	15 days 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
	Structurally sound	Spalling of concrete not more than 0.25 sqm	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 Specifications clause 2800
		Delamination of concrete not more than 0.25 sq.m.					
		Cracks wider than 0.3 mm not more than 1m aggregate length					

	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 ROB's 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 Structure	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.
	User safety (condition of crash barrier and guard rail)	No damaged or missing stretch of crash barrier or pedestrian hand railing	Daily	Visual inspection and detailed condition survey as per IRC SP: 35-1990.	Repairs and replacement of safety barriers as the case may be	3 days	IRC: 5-1998, IRC SP: 84-2019 and IRC SP: 40-1993.

	Rusted reinforcement	Not more than 0.25 sq.m	Bi-Annually	Detailed condition survey as per IRC SP: 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 Specification 1600.
	Spalling of concrete	Not more than 0.50 sq.m					
	Delamination	Not more than 0.50 sq.m					
	Cracks wider than 0.30 mm	Not more than 1m total length	Bi-Annually	Detailed condition survey as per IRC SP: 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 IRC SP: 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						
	Vibrations in bridge deck due to moving trucks	Frequency of vibrations shall not be more than 5 Hz		Once in every 5years for spans more than 30m and every 10 years for spans between 15m to 30 m	Laser displacement sensors or laser vibro-meters	Strengthening structure	of	super	4 months	AASHTO LRFD specifications
	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	o seal	in	15 days	MORTH specifications 2600 and IRC SP: 40-1993.
	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 specification s 2600 and	

	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 drainage spouts 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/spalling 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	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out repairs to substructure by grouting/guniting and micro concreting depending on type of defect 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 specification 2810 and IRC SP: 40-199.
Bridge Foundations	Scouring around foundations	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 Underwater camera for inspection of deep wells in major Rivers.	Suitable protection works around pier/abutment	1 month	IRC SP: 40-1993, IRC 83-2014, MORTH specification 2500
	Protection works in good condition	Damaged of rough stone apron or bank revetment not more than 3	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	IRC: SP 40-1993 and IRC: SP: 13-2004.

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

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

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

Note: 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 marking		
(i)	Damage to shape or position, poor visibility or loss of retro- reflectivity	48 (forty eight) hours
(ii)	Painting of km stone, railing, parapets, crash barriers	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 requiringreplacement	30 (thirty) days
(v)	Removal of vegetation affecting sight line and road structures	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) [TollPlaza]		
(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] and service roads	15 (fifteen) days
(ii)	Damaged vehicles or debris on the road	4 (four) hours
(iii)	Malfunctioning of the mobilecrane	4 (four) hours
Bridges		
(a) Superstructure		
(i)	Any damage, cracks, spalling/ scaling Temporarymeasures Permanentmeasures	within 48 (forty eight) hours within 15 (fifteen) days or as specified by the Authority's Engineer
(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 wingwalls		
(i)	Cracks and damages including settlement and tilting, 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 clogging of 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 guidebunds	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)

FORM OF BANK GUARANTEE

Annexure-I

(See Clause 7.1)

[Performance Security/Additional Performance Security]

The Managing Director,
National Highways & Infrastructural Development Corporation Ltd.
PTI Building, 3rd Floor,
4, Parliament Street
New Delhi - 110001

WHEREAS:

(A) _____ [name and address of contractor] (hereinafter called the "Contractor") and National Highways and Infrastructure Development Corporation Ltd. , (here in after called the "Authority") have entered into an agreement (here in after called the "Agreement") for "Widening/Improvement from km 16+900 (Bogapani) to km 27+150 (Golai Gaon) i.e Proposed Digboi Bypass (Green Field and Brownfield of NH-38) of Dibrugarh to Ledo section in the State of Assam on EPC mode (section-4)" in the state of Assam 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 Maintenance Period} (as defined in the Agreement) in a sum of 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") 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 and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on⁵. 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 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.

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. Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below:-

Sl.	Particulars	Details
1	Name of the Beneficiary	National Highways and Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank, Transport Bhawan, 1 st Parliament street, New Delhi-110001

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.

Annexure – II

(Schedule - G)

(See Clause 19.2)

Form for Guarantee for Advance Payment

The Managing Director,
National Highways & Infrastructural Development Corporation Ltd.
PTI Building, 3rd Floor,
4, Parliament Street
New Delhi - 110001

WHEREAS:

[name and address of contractor] (hereinafter called the “**Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the National Highways and Infrastructure Corporation Ltd., (hereinafter called the “**Authority**”) for the “Widening/Improvement from km 16+900 (Bogapani) to km 27+150 (Golai Gaon) i.e Proposed Digboi Bypass (Green Field and Brownfield of NH-38) of Dibrugarh to Ledo section in the State of Assam on EPC mode (section-4)” in the state of Assam on EPC mode“ subject to and in accordance with the provisions of the Agreement

- (A) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest free advance payment (herein after called “ **Advance Payment**”) equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in three 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/third} 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 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.

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 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 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.

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 in force 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.

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

SCHEDULE - H

See Clauses 10.1 (iv) and 19.3

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:

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
Road works including culverts, widening and repair of culverts.	21.58%	A- Widening and strengthening of existing road (For 2 lane to 4 lane)	
		(1)) Earthwork up to top of sub-grade	0.00%
		(2) Sub Base Course	0.00%
		(3) Non Bituminous Base Course	0.00%
		(4) Bituminous Base Course	0.00%
		(5) Wearing Coat	0.00%
		(6) Widening and repair of culvert	0.00%
		A.1- Widening and strengthening of existing road (For Strengthening of 2 lane)	
		(1)) Earthwork up to top of sub-grade	7.39%
		(2) Sub Base Course	7.01%
		(3) Non Bituminous Base Course	8.51%
		(4) Bituminous Base Course	12.63%
		(5) Wearing Coat	4.97%
		(6) Widening and repair of culvert	
		B.1- Reconstruction / New 2-Lane realignment/ bypass (Flexible Pavement)	
		(1)) Earthwork up to top of sub-grade	6.12%
		(2) Sub Base Course	7.79%
		(3) Non Bituminous Base Course	8.82%
		(4) Bituminous Base Course	7.26%
		(5) Wearing Coat	2.72%
		B.2- Reconstruction / New 2-Lane realignment/ bypass (Rigid Pavement)	
		(1)) Earthwork up to top of sub-grade	0.00%
		(2) Sub Base Course	0.00%
		(3) Dry Lean Concrete (DLC) Course	0.00%

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
		(4) Pavement Quality Control (PQC) Course	0.00%
		C.1- Reconstruction / New Service road (Flexible Pavement)	0.00%
		(1)) Earthwork up to top of sub-grade	3.60%
		(2) Sub Base Course	5.64%
		(3) Non Bituminous Base Course	6.78%
		(4) Bituminous Base Course	3.41%
		(5) Wearing Coat	1.81%
		C.2- Reconstruction / New Service road (Rigid Pavement)	
		(1)) Earthwork up to top of sub-grade	0.00%
		(2) Sub Base Course	0.00%
		(3) Dry Lean Concrete (DLC) Course	0.00%
		(4) Pavement Quality Control (PQC) Course	0.00%
		D- Re-Construction and New culverts on existing road, realignments, bypasses:	
		Culverts (Length <6 m)	5.52%
Minor Bridges / Underpasses / Overpasses	26.82%	A.1- Widening and repairs of Minor Bridges (length>6m and <60m)	
		Minor Bridges	0.00%
		A.2- New Minor Bridges (length>6m and <60m)	
		(1) Foundation : On completion of the foundation work including foundation for wing and return walls, abutments, piers upto the abutment/pier cap.	3.91%
		(2) Sub-Structure:	4.15%
		(3) Super-Structure: On completion of the super structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road sign & markings tests on completion etc. complete in all respect.	4.90%
		(4) Approaches: On completion of approaches including retaining walls, stone pitching, protection works complete in all respect and fit for use.	0.00%
		(5) Guide Bunds and River Training works :	

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
		On completion of Guide Bunds and river Training works complete in all respects	1.23%
		B.1- Widening and Repair of underpasses/overpasses	
		Underpasses/ Overpasses	0.00%
		B.2- New underpasses/ overpasses	
		(1) Foundation +Sub-Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers upto the abutment/pier cap.	5.35%
		(2) Super-structure: On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & makings, tests on completion etc. complete in all respect.	5.93%
		Wearing Coat (a) in case of Overpass-wearing coat including expansion joints complete in all respects as specified and (b) in case of underpass- rigid pavement including drainage facility complete in all respects as specified as specified.	0.00%
		(3) Approaches: On completion of approaches including Retaining walls/ Reinforced Earth walls, stone pitching, protection works complete in all respect and fit for use.	74.54%
Major Bridges (Length >60m) works and ROB/RUB/elevated section/flyover including viaducts if any.	30.19%		0.00%
		A.1 - Widening and repairs of Major Bridges	
		(1) Foundation	0.00%
		(2) Sub-structure	0.00%
		(3) Super-structure (including bearings)	0.00%
		(4) Wearing Coat including expansion joints	0.00%
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	0.00%
		(6) Wing walls/return walls	0.00%

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
		(7) Guide Bunds, River Training works etc.	0.00%
		(8) Approaches (including Retaining walls, stone pitching and protection works)	0.00%
		A.2- New Major Bridges	0.00%
		(1) Foundation	0.00%
		(2) Sub-structure	0.00%
		(3) Super-structure (including bearings)	0.00%
		(4) Wearing Coat including expansion joints	0.00%
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	0.00%
		(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)	0.00%
		B.1- Widening and Repair of underpasses/overpasses	
		(a) ROB	0.00%
		(b) RUB	0.00%
		(1) Foundation	0.00%
		(2) Sub-structure	0.00%
		(3) Super-structure(including bearings)	0.00%
		(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.	0.00%
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	0.00%
		(6) Wing walls/return walls	0.00%
		(7) Approaches (including Retaining walls, stone pitching and protection works)	0.00%
		B.2- New ROB/RUB	
		(a) ROB	0.00%

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
		(b) RUB	0.00%
		(1) Foundation	25.85%
		(2) Sub-structure	8.12%
		(3) Super-structure (including bearings)	52.23%
		(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.	1.61%
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	2.54%
		(6) Wing walls/return walls	0.00%
		(7) Approaches (including Retaining walls/ Reinforced Earth wall, stone pitching and protection works)	9.65%
		C.1- Widening and repair of Elevated Section/Flyovers/Grade Separators	
		(1) Foundation	0.00%
		(2) Sub-structure	0.00%
		(3) Super-structure (including bearings)	0.00%
		(4) Wearing Coat including expansion joints .	0.00%
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	0.00%
		(6) Wing walls/return walls	0.00%
		(7) Approaches (including Retaining walls/ Reinforced Earth wall, stone pitching and protection works)	0.00%
		C.2- New Elevated Section/Flyovers/Grade Separators	
		(1) Foundation	0.00%
		(2) Sub-structure	0.00%
		(3) Super-structure (including bearings)	0.00%
		(4) Wearing Coat including expansion joints.	0.00%
		(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.)	0.00%
		(6) Wing walls/return walls	0.00%

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
		(7) Approaches (including Retaining walls/ Reinforced Earth wall, stone pitching and protection works)	0.00%
Other works	19.82%	(i) Toll Plaza	0.00%
		(ii) Road side drains	25.20%
		(iii) Road signs, markings, km stones, safety devices,	31.42%
		(iv) Project facilities	0.00%
		(a) Bus Bays & Bus Shelter	2.37%
		(b) Truck lay-byes	0.00%
		(c) Rest areas	0.00%
		(d) Electrical Works	4.27%
		(e) Junctions	13.81%
		(f) others	5.06%
		(v) Road side plantation	3.94%
		(vi) Protection works other than elevated sections/ flyovers/grade separators and ROBs/RUBs. (Breast Wall & Retaining Wall)	13.86%
		(vii) Safety and traffic management during construction	0.00%
		(vii) Maintainance of Existing road	0.00%
		(ix) Median & Island Filling	0.06%
Electrical utilities and Public Health Utilities (Water pipe lines and sewage lines)	1.58%	(i) EHT Line	0.00%
		(ii). EHT crossings	0.00%
		(ii). HT/LT line	39.58%
		(iv). HT/LT crossings	59.37%
		(v). Water pipeline	0.71%
		(vi). Water pipeline crossings	0.33%

1.3 Procedure of estimating the value of work done

1.3.1 Roadworks.

Procedure for estimating the value of road work done shall be as follows:

Table 1.3.1

Stage of Payment	Percentage - weightage	Payment Procedure
A-Widening and Strengthening of existing road (For 2 lane to 4 lane)		Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 1.00 km (One Kilometer) in 2 lane carriageway
(1) Earthwork up to top of the sub-grade	0.00%	
(2) Sub-Base Course	0.00%	
(3) Non Bituminous Base Course	0.00%	
(4) Bituminous Base Course	0.00%	
(5) Wearing Coat	0.00%	
(6) Widening and repair of culverts	0.00%	Cost of five completed culverts shall be determined pro rata with respect to the total number of culverts. Payment shall be made on the completion of five culverts for 2 lane carriageway
A.1-Widening and Strengthening of existing road (For Strengthening of 2 lane)		Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 1.00 km (One Kilometer) in 2 lane carriageway
(1) Earthwork up to top of the sub-grade	7.39%	
(2) Sub-Base Course	7.01%	
(3) Non Bituminous Base Course	8.51%	
(4) Bituminous Base Course	12.63%	
(5) Wearing Coat	4.97%	
(6) Widening and repair of culverts	0.00%	Cost of five completed culverts shall be determined pro rata with respect to the total number of culverts. Payment shall be made on the completion of five culverts for 2 lane carriageway
B.1- Reconstruction/New 2-lane realignment/bypass (Flexible pavement)		Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in 500 mtr for 2 Lane carriageway.
(1) Earthwork up to top of the sub-grade	6.12%	
(2) Sub-Base Course	7.79%	
(3) Non Bituminous Base Course	8.82%	
(4) Bituminous Base Course	7.26%	
(5) Wearing Coat	2.72%	
B.2- Reconstruction / New 2-Lane realignment/ bypass (Rigid Pavement)		Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5(five) km. length whichever is less.
(1)) Earthwork up to top of sub-grade	0.00%	
(2) Sub Base Course	0.00%	
(3) Dry Lean Concrete (DLC) Course	0.00%	
(4) Pavement Quality Control (PQC) Course	0.00%	
C.1- Reconstruction / New Service road (Flexible Pavement)		Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5(five) km. length whichever
(1)) Earthwork up to top of sub-grade	3.60%	
(2) Sub Base Course	5.64%	

Stage of Payment	Percentage - weightage	Payment Procedure
(3) Non Bituminous Base Course	6.78%	is less.
(4) Bituminous Base Course	3.41%	
(5) Wearing Coat	1.81%	
C.2- Reconstruction / New Service road (Rigid Pavement)		Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in full length or 5(five) km. length whichever is less.
(1)) Earthwork up to top of sub-grade	0.00%	
(2) Sub Base Course	0.00%	
(3) Dry Lean Concrete (DLC) Course	0.00%	
(4) Pavement Quality Control (PQC) Course	0.00%	
D- Re-Construction and New culverts on existing road, realignments, bypass:		Cost of each culvert shall be determined on pro rata basis with respect to the total number of culverts. Payment shall be made on the completion of atleast five culvert for 2 lane carriageway
(1) Culverts (Length <6 m)	5.52%	

@. 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 = $P \times \text{weightage for road work} \times \text{weightage for bituminous work} \times (1/L)$

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:

Table 1.3.2

Stage of Payment	Weightage	Payment Procedure
A.1- Widening and repair of minor bridges (length > 6m and <60m)	0.00%	Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length of the minor bridges. Payment shall be made on completion of widening & repair works of a minor bridge.
A.2- New minor bridges		
(i) Foundation: On completion of the foundation work including foundations for wing and return walls.	3.91%	Cost of each minor bridge shall be determined on pro rata basis with respect to 25% each after completion of foundation and substructure, 30% after completion of super-Structure & 20% after completion of protection work
(ii) Sub-structure	4.15%	
(iii) Super-structure: On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect.	4.90%	
(iv) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	0.00%	
(v) Guide Bunds and River Training Works: On completion of Guide Bunds and river Training Works complete in all respects	1.23%	
B.1- Widening and repair of underpasses/overpasses	0.00%	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.2- New Underpasses/Overpasses:	0.00%	

Stage of Payment	Weightage	Payment Procedure
(i) Foundation +Sub-Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers upto the abutment/pier cap.	5.35%	(i) foundation +Sub-Structure: cost of each Underpass/Overpass shall be determined on pro rata basis with respect to the total linear length (m) of the Underpasses/Overpasses. Payment against foundation + sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation +sub-structure of each Underpasses/Overpasses subject to completion of atleast two foundations along with sub-structure upto abutment/pier cap each underpass/overpass. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Super-structure: On completion of the super-structure in all respects including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect. Wearing coat (a)in case of Overpass- wearing coat including expansion joints complete in all respects as specified and (b) in case of underpass- rigid pavement including drainage facility complete in all respects as specified.	5.93%	(ii) Super-structure: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structure of atleast one span in all respects as specified in the column of "Stage of Payment" in this sub-clause.
(iii) Approaches: On completion of approaches including Retaining walls/Reinforced Earth walls, stone pitching, protection works complete in all respect and fit for use.	74.54%	(iii) Approaches: Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches in all respect as specified.

1.3.3 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:

Table 1.3.3

Stage of Payment	Weightage	Payment Procedure
A.1- Widening and repairs of Major Bridges		
(i) Foundation	0.00%	(i) Foundation: Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridge. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the major Bridge subject to completion of atleast two foundations of the major Bridge. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Sub-structure	0.00%	(ii) Sub-structure : Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of the major bridge subject to completion of atleast two sub-structures of abutments/piers upto abutment/pier cap level of the major bridge.
(iii) Super-structure (including bearings)	0.00%	(iii) Super-structure : Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structures including bearings of atleast one span in all respects as specified.
(iv) Wearing Coat including expansion joints	0.00%	(iv) Wearing Coat : Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.00%	(v) Miscellaneous : Payment shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.00%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Guide Bunds, River Training works etc.	0.00%	(vii) Guide Bunds, River Training works : Payment shall be made on completion of all guide bunds/river training works etc. complete in all respects as specified.

Stage of Payment	Weightage	Payment Procedure
(viii) Approaches (including Retaining walls, stone pitching and protection works)	0.00%	(viii) Approaches : Payment shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.
A.2- New Major Bridges		
(i) Foundation	0.00%	(i) Foundation: Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridge. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the major Bridge subject to completion of atleast two foundations of the major Bridge. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Sub-structure	0.00%	(ii) Sub-structure : Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of the major bridge subject to completion of atleast two sub-structures of abutments/piers upto abutment/pier cap level of the major bridge.
(iii) Super-structure (including bearings)	0.00%	(iii) Super-structure : Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structures including bearings of atleast one span in all respects as specified.
(iv) Wearing Coat including expansion joints	0.00%	(iv) Wearing Coat : Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.00%	(v) Miscellaneous : Payment shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.00%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Guide Bunds, River Training works etc.	0.00%	(vii) Guide Bunds, River Training works : Payment shall be made on completion of all guide bunds/river training works etc. complete in all respects as specified.
(viii) Approaches (including Retaining walls, stone pitching and protection works)	0.00%	(viii) Approaches : Payment shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.

Stage of Payment	Weightage	Payment Procedure
B.1 - Widening and repairs of		
(a) ROB		
(b) RUB		
(i) Foundation	0.00%	(i) Foundation: Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUBs. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the ROB/RUB subject to completion of atleast two foundations of the ROB/RUB. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Sub-structure	0.00%	(ii) Sub-structure : Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of the ROB/RUB subject to completion of atleast two sub-structures of abutments/piers upto abutment/pier cap level of the ROB/RUB.
(iii) Super-structure (including bearings)	0.00%	(iii) Super-structure : Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structures including bearings of atleast one span in all respects as specified.
(iv) Wearing Coat including expansion joints in case of ROB. In case of RUB, rigid pavement under RUB including drainage facility as specified.	0.00%	(iv) 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 and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified as specified.
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.00%	(v) Miscellaneous : Payment shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.00%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Approaches (including Retaining walls, stone pitching and protection works)	0.00%	(vii) Approaches : Payment shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.
B.2 - New	0.00%	
(a) ROB	0.00%	
(b) RUB	0.00%	

Stage of Payment	Weightage	Payment Procedure
(i) Foundation	25.85%	(i) Foundation: Cost of each ROB/RUB shall be determined on pro rata basis with respect to the total linear length (m) of the ROB/RUBs. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the ROB/RUB subject to completion of atleast two foundations of the ROB/RUB. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Sub-structure	8.12%	(ii) Sub-structure : Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of the ROB/RUB subject to completion of atleast two sub-structures of abutments/piers upto abutment/pier cap level of the ROB/RUB.
(iii) Super-structure (including bearings)	52.23%	(iii) Super-structure : Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structures including bearings of atleast one span in all respects as specified.
(iv) Wearing Coat including expansion joints in case of ROB. In case of RUB, rigid pavement under RUB including drainage facility as specified.	1.61%	(iv) 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 and (b) in case of RUB- rigid pavement under RUB including drainage facility complete in all respects as specified as specified.
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	2.54%	(v) Miscellaneous : Payment shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.00%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	9.65%	(vii) Approaches : Payment shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.
C.1- Widening and repairs of Elevated Section/Flyovers/ Grade Separators	0.00%	

Stage of Payment	Weightage	Payment Procedure
(i) Foundation	0.00%	(i) Foundation: Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridge. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the major Bridge subject to completion of atleast two foundations of the major Bridge. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Sub-structure	0.00%	(ii) Sub-structure : Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of the major bridge subject to completion of atleast two sub-structures of abutments/piers upto abutment/pier cap level of the major bridge.
(iii) Super-structure (including bearings)	0.00%	(iii) Super-structure : Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structures including bearings of atleast one span in all respects as specified.
(iv) Wearing Coat including expansion joints	0.00%	(iv) Wearing Coat : Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.00%	(v) Miscellaneous : Payment shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.00%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	0.00%	(vii) Approaches : Payment shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.
C.2- New Elevated Section/Flyovers/ Grade Separators	0.00%	

Stage of Payment	Weightage	Payment Procedure
(i) Foundation	0.00%	(i) Foundation: Cost of each Major Bridge shall be determined on pro rata basis with respect to the total linear length (m) of the Major Bridge. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the major Bridge subject to completion of atleast two foundations of the major Bridge. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(ii) Sub-structure	0.00%	(ii) Sub-structure : Payment against Sub-structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub-structure of the major bridge subject to completion of atleast two sub-structures of abutments/piers upto abutment/pier cap level of the major bridge.
(iii) Super-structure (including bearings)	0.00%	(iii) Super-structure : Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super-structures including bearings of atleast one span in all respects as specified.
(iv) Wearing Coat including expansion joints	0.00%	(iv) Wearing Coat : Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(v) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.00%	(v) Miscellaneous : Payment shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(vi) Wing walls/return walls	0.00%	(vi) Wing walls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(vii) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	0.00%	(vii) Approaches : Payment shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respects as specified.

Note:(1) In case of innovate Major Bridge projects like cable suspension/cable stayed/ Extra Dozed and exceptionally long span bridges, the schedule may be modified as per site requirements before bidding with due approval of CompetentAuthority.

(2) The Schedule for exclusive tunnel projects may be prepared as per site requirements before bidding with due approval of CompetentAuthority.

1.3.4 Otherworks.

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

Table 1.3.4

Stage of Payment	Weightage	Payment Procedure
(i) Toll Plaza	0.00%	Rigid pavement, DLC-LHS-10.26%, Rigid pavement PQC-LHS-17.10%, Rigid pavement DLC-10.26% and rigid pavement PQC-RHS-17.10%. Steel truss & canopy-20.21%, Admin building-8.20% and finishing works-16.87%.
(ii) Road side drains	25.20%	Unit of measurement is linear length in km. Cost per km shall be determined on pro rata basis with respect to the total length of service drain. Payment shall be made for completed side drain in a length of not less than 1.00 Km (one kilometer) of the total length of service roads for 2 lane carriageway.
(iii) Road signs, Markings, KM stones, Safety devices, ...	31.42%	Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.
(iv) Project facilities	0.00%	Payment shall be made on pro rata basis for completed facilities.
a) Bus bays	2.37%	
b) fBus lay-byes	0.00%	
c) Rest areas	0.00%	
d) Electrical Works	4.27%	
e) Junctions	13.81%	
f) others	5.06%	
(v) Roadside plantation	3.94%	Unit of measurement is linear length. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.
(vi) Protection works other than elevated sections/flyovers/grade separators and ROB/RUBs	13.86%	
(vii) Safety and traffic management during construction	0.00%	Payment shall be made on prorata basis every six months.
(viii) Median & island Filling	0.06%	Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.
(ix) Maintenance of Existing road	0.00%	Unit of measurement is linear length in km. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10% (ten per cent) of the total length.

1.3.5 Electrical Utilities and Public Health Utilities (Water pipe lines and sewage lines)

Procedure for estimating the value of Electrical Utilities and Public Health Utilities (Water pipe lines and sewage lines) shall be as stated in table 1.3.5:

Table 1.3.5

Stage of Payment	Weightage	Payment Procedure
(i) EHT Line	0.00%	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	0.00%	Cost of each crossing shall be determined on pro-rata basis with reference to the total no. of crossings. Payments shall be made for not less than 25% of the crossings subject to a minimum of 4 crossings.
(iii) HT/LT line (including Transformers if any)	39.58%	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 HT/LT 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 line crossings	59.37%	Cost of each crossing shall be determined on pro-rata basis with reference to the total no. of crossings. Payments shall be made for not less than 25% of the crossings subject to a minimum of 10 crossings.

Stage of Payment	Weightage	Payment Procedure
(v) Water pipeline.	0.71%	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%)
(vi) Water pipeline crossings.	0.33%	Cost of each crossing shall be determined on pro-rata basis with reference to the total no. of crossings. Payments 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 line crossings.	-	Cost of each crossing shall be determined on pro-rata basis with reference to the total no. of crossings. 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%)

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

[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 **260th** 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. ProjectMilestone-II

- (i) Project Milestone-II shall occur on the date falling on the **480th** 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% (thirty-five per cent) of the Contract Price and should have started construction of all bridges

4. ProjectMilestone-III

- (i) Project Milestone-III shall occur on the date falling on the **620th** 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 **730th** 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 equipment's 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 cause to 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 of pavement	Network Survey Vehicle (NSV)	At least twice a year (As per survey months defined for the state basis rainy season)
2	Roughness of pavement	Network Survey Vehicle (NSV)	At least twice a year (As per survey months defined for the state basis rainy season)
3	Strength of pavement	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

- 1 I, (Name of the Authority's Engineer), acting as the Authority's Engineer, under and in accordance with the Agreement dated..... (the **"Agreement"**), for "Widening/Improvement from km 16+900 (Bogapani) to km 27+150 (Golai Gaon) i.e Proposed Digboi Bypass (Green Field and Brownfield of NH-38) of Dibrugarh to Ledo section in the State of Assam on EPC mode (section-4)" in the state of Assam on EPC mode" through (Name of 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.
- 2 It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Highway have been completed, and the Project Highway is hereby declared fit for entry into operation on this the.....day of.....20..., Scheduled Completed Date for which was the day of20.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Authority's Engineerby:

(Signature)

(Name)

(Designation)(Address)

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

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

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, vegetation growth, 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%

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, road markings, 200 m/km/5 th kmstones	5%
(f)	Miscellaneous Items	
(i)	Removal of dead animals, broken down/accident 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 asunder:

$$R = (P/100) \times M \times (L1/L)$$

Where,

P= Percentage of particular item/Defect/deficiency for deduction

M= 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 such items/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 entered into between the [name and address of the Authority] (the “**Authority**”) and

..... (the “**Contractor**”) # for “Widening/Improvement from km 16+900 (Bogapani) to km 27+150 (Golai Gaon) i.e Proposed Digboi Bypass (Green Field and Brownfield of NH-38) of Dibrugarh to Ledo section in the State of Assam on EPC mode (section-4)” in the state of Assam on EPC mode” 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 the beginning 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 from borrow areas and quarry sites, topographical 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 up to 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 Agreement and 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 or thwith.
- (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 Programmed 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 any lane(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 title

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 set back lines, if any, of the buildings and structures forming part of Project Facilities; and shall hand them over to the 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 - 0

(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 up to 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 Site by 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 may arise 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 ****section (km ** to km **) of

****] (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*******