

Schedules

SCHEDULE - A

(See Clauses 2.1 and 8.1)

SITE OF THE PROJECT

1. The Site

- 1.1 Two lanes with paved shoulders shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.
- 1.2 The dates of handing over Right of Way to the Contractor are specified in the Annex-II of this Schedule A.
- 1.3 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 8.2.1 of this Agreement.
- 1.4 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 Annexure-III based on site/design requirement.
- 1.5 The status of the environment clearances obtained or awaited is given in Annex - IV.

Annexure - I

(Schedule-A)

Site

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

1. Site

The Site of the Two lanes with paved shoulders lane Project Highway comprises the section of National Highway - 34, in between Dharasu - Gangotri section at Nalupani from Km 123.080 to Km 123.970 in the State of Uttarakhand.

2. Land

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

Land Details

S.No.	Chainage (km)	Total ROW (in m)
1	123.080 to 123.140	24
2	123.140 to 123.220	117
3.	123.220 to 123.650	24
4.	123.650 to 123.850	117
5.	123.850 to 123.970	24

3. Carriageway

The present carriageway of the Project Highway is of two Lane carriageway flexible pavement having carriageway varying from 7 m to 7.5 m.

4. Major Bridges - NIL

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

6. Grade separators- NIL

7. Minor Bridges- NIL

8. Railway level crossings- NIL

9. Underpasses (Vehicular, Non-Vehicular)

10.Culverts

The Site has the following culverts:

Sl. No.	Existing/Design Chainage	Span/Opening (m)	Type of Culvert
1.	Ch. 123+445	2x2 m	Box Culvert
2.	Ch. 123+505		
3.	Ch. 123+560		
4.	Ch. 123+670		
5.	Ch. 123+760		
6.	Ch. 123+860		

11.Bus bays/Bus Shelters- NIL

12.Truck Lay byes- NIL

13.Road side drains

The details of the roadside drains are as follows:

S.No.	Existing Chainage (km)		Side
	From	To	
1	123.080	123.970	Hill side

14.Major junctions :NIL

15.Minor junctions : NIL

16.Bypasses: NIL

17.Other Structures : Following are the details of existing causeways:

S. No	Existing Chainage (km)	Structure Type	Openings / Spans X Length	Width (m)
NIL				

Annex - II
(Schedule-A)

Dates for providing Right of Way

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

S. No.	Design Chainage (Km)		Design Length (Km)	Width (In Meter)	Dates of Providing ROW
	From	To			
1	2	3	4	5	6
	Part Right of Way				
	On Appointed Date 100 % ROW is available				

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, imp
- (iii) rove/upgrade upon the traffic signage plan as indicated in Annex-III based on site/design requirement as per the relevant specifications/IRC Codes/Manual.

Annex - IV
(Schedule-A)

Environment Clearances

Not Applicable for this section.

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 [Two-Laning and strengthening] 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 [Two-Lanning]s

[Note: Description of the Project Highway shall be given by the Authority in detail together with explanatory drawings (where necessary) to explain the Authority's requirements precisely in order to avoid subsequent changes in the Scope of the Project. The particulars that must be specified in this Schedule-B are listed below as per the requirements of the Manual of Specifications and Standards for Two Laning of Highways (IRC: SP:73-2015), 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.]

Description of project:

Slide mitigation measure:

- i. Border road organization under the aegis of MoRTH identified 39 perpetual landslides in year 2014 on Badrinath and Gangotri axis. Out of these 39 perpetual slides 6 are located on NH-34 in Dharasu- Gangotri section. **Nalupani landslide is one of the perpetual landslide areas out of 6 landslides in Dharasu- Gangotri section.** NGT has emphasized complete solution of the solution to prevent muck flow into the river Bhagirathi.
- ii. The work for Nalupani i.e the location of instant proposal was awarded to M/s KCC Buildcon Pvt. Ltd. for 675 m stretch out of 890 m for hill side protection work only from km 123.080 to km 123.970.
- iii. The work included in this contract based on the holistic and comprehensive solution which includes hill side stabilization of balance 155m, valley side slope stabilization, restoration and strengthening of existing Retaining walls, Reconstruction & Maintenance of existing culverts, construction of breast walls upto the height of 5m, muck Dumping and its stabilization, Bio-engineering on all the above work, Fixing of Crash Barrier/painting and road safety/Painting/sign marking in addition to road work. Due to hilly terrain provision of slope protection work considered in accordance with the IRC SP: 116-2018, IRC SP: 23-2014 and IRC. SP: 48:1998 Hill Road manual over the hilly slopes.

iv. **Valley side Protection work:** The valley side treatment work is divided into three stretches. The design of valley side treatment is based on the line of hill side slope treatment. The following four items has been considered in valley side protection work. The details are as under.

S.No.	Chainage	Length (m)	Height(m)
1.	123.140 to 123.180	40	98
2.	123.190 to 123.220	30	100
3.	123.650 to 123.850	200	105

iv. **Restoration and strengthening of existing Retaining wall**

The restoration and strengthening of existing retaining walls and exposed hard rock's by jacketing with skin reinforced concrete top width 250 mm and bottom width 400 mm on front face and exposed sides and 500 mm on top of the retaining wall. Total length- 482 m

v. **Reconstruction & Maintenance of existing culverts**

The cleaning, maintenance, pointing of waterways of 6 nos. of existing culverts and provisioning of water chute in downstream side to dissipate the hydraulic energy for prevention of scouring of valley slope.

vi. **Hill side Work**

The construction of reinforced gabion breast walls or equivalent upto the height of 5m for total length of 155 m from Ch. 123+480 to 123+635.

vii. **Muck Dumping and its stabilization**

Dumping sites to be identified leased/purchased by the contractor in the consultation with the local administration including forest etc. Transportation of muck at suitable locations .The dumping sites to be stabilized as provisions including of Gabion wall, bio-engineering, retaining wall etc as per requirement of site as per NGT orders.

viii. **Rehabilitation of existing pavement to develop it to 2L + PS**

ix. **Road Safety, Furniture road Fixing of Crash Barrier .**

x. **Mechanical Bio engineering on valley side and hill side works**

1 WIDENING OF THE EXISTING HIGHWAY

- 1.1 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 hilly/steep terrain to the extent land is available.

1.2 WIDTH OF CARRIAGEWAY

1.2.1 Two-Laning [with] paved shoulders shall be undertaken. The paved carriageway shall 7 m wide carriageway with 1.5 m wide paved shoulder (on both sides) in accordance with the typical cross sections drawings in the Manual.

1.2.2 Pavement construction (Levelling of 12 m road width as per specification of sub grade, 100 mm thick of GSB layer , 2 layer WMM total thickness 150mm each layer 75mm, DBM 85 mm and BC 40 mm including prime coat and Tack coat in 10 m width and hard shoulder of 200 mm thick GSB 1 m either side)

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

S. No	Built-up stretch (Township)	Existing Chainage (km)		Design Chainage (km)		Length (m)	Width of Carriage way (m)	Ref. Typical cross section
		From	To	From	To			
NIL								

1.2.2 Except as otherwise provided in this Agreement, the width of the paved carriageway and cross-sectional features shall conform to paragraph 1.1 above.

2 GEOMETRIC DESIGN AND GENERAL FEATURES

2.1 General

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

2.2 Design speed

The design speed as per IRC: SP: 73-2015 for hilly/steep terrain shall be adopted.

2.3 Improvement of the existing road geometrics

[Refer to paragraph 2.1(vi) of the Manual and provide details]

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

Sr.no	Existing Chainage		Design Chainage		Length (km)
	From	To	From	To	
1	123.080	123.970	123.080	123.970	0.890

2.4 Right of Way

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

2.5 Type of shoulders

- (a) In built-up sections, footpaths/fully paved shoulders shall be provided in the following stretches: **NIL**
- (b) In open country, [paved shoulders of 1.5 m width shall be provided and balance 1.0m width shall be covered with 200 mm thick compacted layer of granular material].
- (c) Design and specifications of paved shoulders and granular material shall conform to the requirements specified in paragraphs 5.9.8 and 5.9.9 of the Manual.

2.6 Lateral and vertical clearances at underpasses

2.6.1 Lateral and vertical clearances at underpasses and provision of guardrails/ crash barriers shall be as per paragraph 2.10 of the Manual.

2.6.2 Lateral clearance: **NIL**

2.7 Lateral and vertical clearances at overpasses.

2.7.1 Lateral and vertical clearances at overpasses shall be as per paragraph 2.11 of the Manual.

2.7.2 Lateral clearance: **NIL**

2.8 Service roads: **NIL**

2.9 Grade separated structures: **NIL**

2.10 Cattle and pedestrian underpass /overpass: **NIL**

2.11 Typical cross-sections of the Project Highway

The typical cross section has been developed as Type-I to Type-III as included in Annexure-A of this Schedule confirming to the Manual.

3 INTERSECTIONS AND GRADE SEPARATORS : NIL

4 ROAD EMBANKMENT AND CUT SECTION : NIL

5 PAVEMENT DESIGN

5.1 Pavement composition as given below in para 5.2.

5.2 Type of pavement

The project highway is proposed to provide flexible pavement and (rigid pavement in built-up section). The composition of proposed pavement and their corresponding minimum thickness is given in the table below confirming with section-5 of the manual:

Crust details	Thickness
Bituminous Concrete including prime coat	40 mm
Dense Bituminous Macadam	85 mm
Wet Mix Macadam	150 mm
Profile correction length (Granular Sub Base)	100 mm
Total Thickness	375 mm

5.3 Design requirements: **NIL**

5.3.1 *Design Period and strategy:* **NIL**

5.3.2 *Design Traffic*

The pavement has been designed for design traffic of as per section 5 of the Hill road Manual.

5.4 Reconstruction of stretches **NIL**

6 ROADSIDE DRAINAGE

The existing drainage is mostly unlined and too inadequate. Appropriate drainage measures have been adopted for the project along the design length 890 m drainage system including surface and subsurface drains for the Project Highway has been provided as per Section 6 of the Manual. (155 m along the breast wall).

7 DESIGN OF STRUCTURES

7.1 General

7.1.1 All bridges, culverts and structures shall be designed and constructed in accordance with section 7 of the Manual and shall conform to the cross-sectional features and other details specified therein.

7.1.2 Width of the carriageway of new bridges and structures shall be as follows: **NIL**

7.1.3 The following structures shall be provided with footpaths: **NIL**

7.1.4 All bridges shall be high-level bridges. **NIL**

[Refer to paragraph 7.1 (iii) of the Manual and state if there is any exception]

7.1.5 The following structures shall be designed to carry utility services specified in table below: **NIL**

7.1.6 Cross-section of the new culverts and bridges at deck level for the Project Highway shall conform to the typical cross-sections given in section 7 of the Manual.

7.2 Culverts

7.2.1 Overall width of all culverts shall be equal to the roadway width of the approaches.

7.2.2 *Reconstruction of existing culverts:* **NIL**

7.2.3 *Widening of existing culverts* **NIL**

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 section 7 of the Manual.

7.2.4 Additional new culverts shall be constructed as per particulars given in the table below: **NIL**

7.2.5 Repairs/replacements of railing/parapets, flooring and protection works of the existing culverts shall be undertaken as follows: **NIL**

7.2.6 Floor protection works shall be as specified in the relevant IRC Codes and Specifications. **NIL**

7.2.7 Cleaning & maintenance

Cleaning, maintenance, pointing of waterways of the culverts, catch water pit & hill side abutments & restoration/strengthening of the exposed valley side abutment & valley side head wall of the culvert & Construction of Water Chute in 5 steps of 1 m each at the outlet of Existing Culverts (05 nos.). The chute shall be divergent at slope of 1:1/4 as per drawing. Repairs and strengthening of existing structures where required shall be carried out

Sl. No.	Existing/Design Chainage	Span/Opening (m)	Type of Culvert
1.	Ch. 123+445	2x2 m	Box Culvert
2.	Ch. 123+505		
3.	Ch. 123+560		
4.	Ch. 123+670		
5.	Ch. 123+760		
6.	Ch. 123+860		

7.3 Bridges

7.3.1 Existing bridges to be re- constructed/widened - **NIL**

[(i) The existing bridges at the following locations shall be re-constructed as new Structures:]

[Refer to paragraph 7.3 (iv) of the Manual and provide details]

(ii) The following narrow bridges shall be widened: **NIL**

7.3.2 Additional new bridges **NIL**

[Specify additional new bridges if required, and attach GAD]

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

7.3.3 The railings of existing bridges shall be replaced by crash barriers at the following locations: **NIL**

7.3.4 Repairs/replacements of railing/parapets of the existing bridges shall be undertaken as follows:

7.3.5 Drainage system for bridge decks **NIL**

An effective drainage system for bridge decks shall be provided as specified in paragraph 7.20 of the Manual

7.3.6 Structures in marine environment

Nil.

7.4. Rail-road bridges **NIL**

7.4.1 Design, construction and detailing of ROB/RUB shall be as specified in section 7 of the Manual

7.4.2 Road over-bridges **NIL**

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

7.4.3 Road under-bridges NIL

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

7.5 Grade separated structures NIL

The grade separated structures shall be provided at the locations and of the type and length specified in paragraphs 2.9 and 3 of this Annex-I.

7.6 Repairs and strengthening of bridges and structures NIL

7.7 List of Major Bridges and Structures NIL

8 TRAFFIC CONTROL DEVICES AND ROAD SAFETY WORKS

8.1 Traffic control devices and road safety works shall be provided in accordance with Section 9 of the Manual.

8.2 Specifications of the reflective sheeting as per Section 9.2.3 of the manual.

9. ROADSIDE FURNITURE

9.1 Roadside furniture shall be provided in accordance with the provisions of Section 9 and 12 of the Manual and as well given in Schedule-C.

9.2 Overhead traffic signs: location and size

Overhead traffic signs are provided as per site requirement according to paragraph 9.2.5 of the Manual and as given in Schedule-C.

9.3 Minimum 5 boards is to be placed on site two for warning boards depicting history and precaution in the slide zone other boards as per IRC. Delineators should also be placed on site.

10 COMPULSORY AFFORESTATION: NIL

11 HAZARDOUS LOCATIONS :- NIL

12 SPECIAL REQUIREMENT FOR HILL ROADS

In accordance with the section 13 of the manual (IRC: SP 73:2015 & IRC: SP 48:1998) and recommended practices for the treatment of embankment and road side slopes erosion control (First Revision), IRC: 56-2011 and relevant IRC.

12.1 Slope Protection

Slope stability, erosion control and landslide correction shall be accomplished in accordance with IRC: SP: 48-1998, IRC SP: 116-2018 and IRC SP: 23-2014. Reference may be drawn from IRC: 56-2011.

(i) The minimum quantity of protection work may be taken as below:

Type of Protection Work		
Protection Work	Unit	Quantity
W- Beam Crash Barrier	m	890
Valley side protection work including mechanical bio engineering	m	270
Provision of Breast wall up 5 m. height of reinforced gabion wall of 1 m height each as per	m	155

design along with surface line drain including mechanical Bio engineering		
Restoration and strengthening of existing retaining walls and exposed hard rock's by jacketing with skin reinforced concrete top width 250 mm and bottom width 400 mm on front face and exposed sides and 500 mm on top of the retaining wall	m	482

ii) The estimation is based on the design of 32 mm Dia Fully Grouted Anchor Bar at Base of Stepped Structure @ 4 M long, 4 M c/C spacing in both direction. In addition installation of Rhomboidal wire rope panels of rope diameter 10 mm and installation of mechanically woven, twisted, hexagonal shaped wire mesh, mesh type 10x12. The complete protection work in valley side is to be covered with Bio-Engineering (Mechanical Hydro Seeding) for vegetation growth over hill slopes includes mixing of seed, mulch (meeting performance parameter as per technical specifications) fertilizer and soil amendment products if required in hydro seeder machine with water spraying the mixer with 100psi pressure pump on hilly slopes and exposed soil (end product must for a uniform blanket of vegetation and soil erosion must be controlled) including maintenance for 2 years as per NGT directions.

Note : The contractor shall be responsible for accurate assessment and design of the actual requirement as per site situation and prepare design for slope protection and stabilization as per specification and standards stipulated in Schedule-D and submit the same to the Authority's Engineer/Authority for review through the Proof/Safety Consultant only through IIT/CBRI/CSIR and implement it accordingly thereafter.

Therefore contractor shall make thorough investigation at site and assess the requirement of slope protection and slide prone zone and other safety features at his own before submission of bid. However, mechanical bio-engineering is essentially to be done for uniform vegetation all over the treated area.

12.2 ROAD LAND BOUNDARY (Clause 12.2 IRC SP: 73: 2015)

Road land (ROW) boundary shall be demarcated by putting RCC boundary pillars of size 60cm x 15cm x 15cm embedded in concrete (as per IRC:25) along the Project highways at 200 m interval on both side. All the components used in delineating road land boundary shall be aesthetically pleasing, sturdy and vandal proof. The road land boundary shall be demarcated in consultation with NHIDCL.

- 12.3 The land for muck dumping to be leased/procured by the contractor and generated muck to be deposited in the leased/purchased ground. The muck dumping ground to be stabilized as per NGT orders and shall be covered with bio-engineering.

13 CHANGE OF SCOPE

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

(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	Location/stretch (LHS/RHS)
A	Electrical Utilities		-NIL-	
A1	Electrical Poles	Nos.		
A2	Electrical cables	m		
A3	Transformers	Nos.		
-	-----	--		
-	-----	--		
B	Water/Sewage pipeline			
B1	Sewage	m		
B2	Water supply	m		
-	-----	--		
-	-----	--		
C	Felling of Tress	Nos.		

SCHEDULE - C

(See Clause 2.1)

PROJECT FACILITIES

1. Project Facilities

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

- a) Roadside furniture;
- b) Pedestrian facilities;
- c) Bus shelter
- d) Passing Places
- e) Metal Beam Crash Barrier
- f) Breast Wall & Retaining Wall Others to be specified
- g) Tree plantation
- h) Others to be specified

2. Description of Project Facilities

Each of the Project Facilities is described below:

a) Roadside furniture;

The roadside furniture shall include the provision of:

i. Traffic Signs:

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

ii. Pavement Markings:

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

iii. LED Traffic Blinkers:

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

iv. Crash barrier

As per clause 9.4 of IRC: SP-73 and as per details given in schedule-B

v. Delineators

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

- vi. **Hectometre / Kilometre st Hectometre/ Kilometre Stones for the entire Project Highway at the locations as suggested in Manual.**

vii. Road Studs:

Road studs (RRPM) is to be provided as per the specifications of IRC:SP:73- 2015.

- b) **Pedestrian facilities; NIL**
- c) **Bus Shelter NIL**
- d) **Parking Place: NIL**

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 Two-Laning of Highways (IRC:SP:73- 2015), referred to herein as the Manual.

Annex - I

(Schedule-D)

Specifications and Standards for Construction

1. Specification 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)], 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.

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

SCHEDULE - E

(See Clause 2.1 and 14.2)

MAINTENANCE REQUIREMENTS

1. Maintenance Requirements

- 1.1. The Contractor shall, at all-time 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.

[Specify all the relevant documents]

2. Repair/rectification of Defects and deficiencies

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

3. Other Defects and deficiencies

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

4. Extension of time limit

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

5. Emergency repairs/restoration

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

6. Daily inspection by the Contractor

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

7. Pre-monsoon inspection / Post-monsoon inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before [1st June] every year in accordance with the guidelines contained in IRC: SP:35. 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 torrential rains, floods, earthquake or other natural disasters shall be undertaken by the Contractor at its own cost and/or out of the proceeds of insurance.

Annex – I

(Schedule-E)

Repair/rectification of Defects and deficiencies

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

Table -1: Maintenance Criteria for Pavements:

Asset Type	Perform ance Parameter	Level of Service (LOS)		Frequency of Inspect ion	Tools/Equipme nt	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specification
		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 t Unit like Scale, Tape, odometer etc.	IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA 2003 (http://www.tfhrcc.com/pavement/ltp/reports/03031/)	24-48 hours	MORT&H Specification 3004.2

Asset Type s of Grade structure, approaches s of connecting roads, slip roads, lay byes etc. as applicable)	Perform ance Parameter	Level of Service (LOS)		Frequency of Inspect ion	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	Acceptable					
	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
	Corrugation 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
	Raveling / 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					
			to 30 cm from the edge					
	Roughness BI	2000mm/km	2400 mm/km	Bi-Annually	Class I Profilometer SCRIM (Sideway- force Coefficient Routine Investigation Machine or equivalent)	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	60 SN	50SN	Bi-Annually			180 days	BS: 7941-1: 2006
	Pavement Condition Index	3	2.1	Bi-Annually			180 days	IRC:82-2015

Asset Type	Perform ance Parameter	Level of Service (LOS)		Freque ncy of Inspect ion	Tools/Equip ment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
		Desirable	Acceptable					
	Other Pavement Distresses			Bi- Annually y			2-7 days	IRC:82- 2015
	Deflection/ Remaining Life			Annual ly	Falling Weight Deflectometer	IRC 115: 2014	180 days	IRC:115- 2014
Rigid Pavement (Pavement of MCW, Service Road, Grade structure,	Roughness BI	2200m/km	2400mm /km	Bi- Annually y	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 y	SCRIM (Sideway- force	IRC:SP:83-2008	180 days	IRC:SP:83- 2008

Asset Type approach es of connectin g roads, slip roads, lay byes etc. as applicabl e)	Perform ance Paramet er	Level of Service (LOS)		Freque ncy of Inspect ion	Tools/Equip ment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintena nce Specificati ons
		Desirable	Accepta ble					
		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	40mm	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 > 1m. 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. Within 7 days	Staple or Dowel Bar Retrofit, FDR for affected portion. Within 15days
			5	w > 3 mm.		
			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. Within 15days
			2	w = 0.2 - 0.5 mm, discernible from slow vehicle		
			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 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 15days
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	0	Nil, not discernible	No Action	
			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 15days

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. Within 15 days
			4	$w = 6.0 - 12.0$ mm, usually associated with spalling	Not Applicable, as it may be full depth	
			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, Reinstale sub base, 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 7days
			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	$w < 0.5$ mm; $L < 3$ m/m ²	Not Applicable, as it may be full depth	Seal with low viscosity epoxy to secure broken parts. Within 15days
			2	either $w > 0.5$ mm or $L < 3$ m/m ²		
			3	$w > 1.5$ mm and $L < 3$ m/m ²		Full depth repair - Cut out and replace damaged area taking care not to damage reinforcement. Within 30days
			4	$w > 3$ mm, $L < 3$ m/m ² and deformation		
			5	$w > 3$ mm, $L > 3$ m/m ² and deformation		

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 Honeycomb 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	
			2	$r = 2 - 10 \%$	and liable to be damaged. Within 15 days	
			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	
			2	$r = 2 - 10\%$	and liable to be damaged. Within 7days	

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 $h > 25 \text{ mm}$	Reconstruct slab within 30 days	
9	Polished Surface/Glazing	t = texture depth, sand patch test	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	$t < 0.1 \text{ mm}$	<p>Diamond Grinding if affecting 50% or more slabs in a continuous stretch of minimum 5 km.</p> <p>Within 30 days</p>	
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 5 m^2	Partial depth repair 110mm	
			4	$d = 100 - 300 \text{ mm}; h > 100 \text{ mm}; n < 1$ per 5 m^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. Within 30days
			3	$f = 6 - 12 \text{ mm}$	Diamond Grinding	
			4	$f = 12 - 18 \text{ mm}$	Raise sunken slab.	Replace the slab as appropriate. Within 30days
			5	$f > 18 \text{ mm}$	Strengthen subgrade and sub-base by grouting and raising sunken slab	
14	Blowup or Buckling	$h =$ vertical displacement from normal profile	0	Nil, not discernible	Short Term	Long Term
					No Action	
			1	$h < 6 \text{ mm}$		
			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 more pieces	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.	scrabble
			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	$h = 4 - 7 \text{ mm}$	Grind, in case of new construction within 7 days	Construction Limit for New Construction.
			3	$h = 7 - 15 \text{ mm}$	Grind, in case of ongoing Maintenance within 15 days	Replace in case of new construction. Within 30days
			5	$h > 15 \text{ mm}$	Full Depth Repair. Within 30 days	Full Depth Repair. Within 30days
18	Lane Shoulder Dropoff	to f = difference of level	0	Nil, not discernible $< 3\text{mm}$	Short Term	Long Term
					No action.	
			1	$f = 3 - 10 \text{ mm}$	Spot repair of shoulder within 7 days	
			2	$f = 10 - 25 \text{ mm}$		
			3	$f = 25 - 50 \text{ mm}$	Fill up shoulder	

			4	f = 50 - 75 mm	within 7 dayss	For any 100 m stretch Reconstruct shoulder, if affecting 25% or more of stretch. 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	
			1 to 2	slight/ occasional Nos < 10%	Repair cracks and joints Without delay.	Inspect and repair sub-drainage at distressed sections and upstream.
			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.		IRC:SP 84-2014
		Design Speed, kmph	Desirable Minimum Sight Distance (m)	Safe Stopping Sight Distance (m)			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.		
		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 2 months	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/m²/lux Bituminous Road - 100mcd/m²/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/m²/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 Skid Resistance: Initial (7days): 55BPN Min. Threshold: 44BPN *Note: shall be considered under urban/city traffic condition encompassing the locations like pedestrian crossings, bus bay, bus stop, cycle track intersection delineation, transverse bar markings etc	Bi-Annually	As per Annexure-G of IRC:35-2015		Within 24 hours	IRC:35-2015
Road Signs	Shape and 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	RC: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:84-2014, 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:84 - 2014
	Traffic Safety Barriers	<u>Functionality</u> : Functioning of Safety Barriers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84 - 2014, IRC:119-2015
	End Treatment of	<u>Functionality</u> : Functioning of End Treatment as intended	Daily	Visual with video/image	Rectification	Within 7 days	IRC:SP:84 - 2014,

Asset Type	Performance Parameter	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	Functionality: _____ Functioning of Attenuators as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP-2014, IRC:119-2015
	Guard Posts and Delineators	Functionality: 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	Functionality: Functioning of Traffic Blinkers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84 - 2014
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:84 - 2014
		No major failure in the lighting system	Daily	-	Rectification of failure	24 hours	IRC:SP:84 - 2014
		No minor failure in the lighting system	Monthly	-	Rectification of failure	8 hours	IRC:SP:84 - 2014
	Toll Plaza Canopy Lights	Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be measured with luxmeter	Improvement in Lighting System	24 hours	IRC:SP:84 - 2014
		No major/minor failure in the lighting system	Daily	-	Rectification of failure	8 hours	IRC:SP:84 - 2014

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of 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:84 - 2014
	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:84 - 2014
	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 84-2014
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 84-2014

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 ROBs Flyover etc. as applicable	Riding quality or user comfort	No pothole in wearing coat on bridge deck	Daily	Visual inspection as per IRC SP:35-1990	Repairs to BC or wearing coat	15 days	MORT&H Specification 2811
Bridge -Super 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	3days	IRC: 5-1998, IRC SP: 84-2014 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 5 years for spans more than 30m and every 10 years for spans between 15 to 30 m	Laser displacement sensors or laser vibrometers	Strengthening of super structure	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 of seal in expansion joint	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.	
<p>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.</p>							

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 requiring replacement	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) [Toll Plaza]		
(h)	Other Project Facilities and Approach roads	
(i)	Damage in approach roads, pedestrian facilities, truck lay- byes, bus-bays, bus-shelters, cattle crossings, [Traffic Aid Posts, Medical Aid Posts] and service roads	15 (fifteen) days
(ii)	Damaged vehicles or debris on the road	4 (four) hours
(iii)	Malfunctioning of the mobile crane	4 (four) hours
Bridges		
(a) Superstructure		
(i)	Any damage, cracks, spalling/ scaling Temporary measures Permanent measures	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 wing walls		
(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 guide bunds	30 (thirty) days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
(g) Hill Roads		
(i)	Damage to retaining wall/breast wall	7 (seven) days
(ii)	Landslides requiring clearance	12 (twelve) hours

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

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

Schedule-F

(See Clause 3.1.5(a))

APPLICABLE PERMITS

1. Applicable Permits

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, clearances or approvals required under Applicable Laws.

- 1.2 Applicable permits, as required, relating to environmental protection and conservation shall have been produced by the Authority in accordance with the provisions of this Agreement

Schedule-G

(See Clause 7.1.1, 7.5.3 and 19.2)

FORM OF BANK GUARANTEE

Annex-I

(See Clause 7.1.1)

PERFORMANCE SECURITY

The Managing Director, NHIDCL,
3rd Floor, PTI Building, Sansad Marg,
New Delhi

WHEREAS:

- (A) _____[name and address of contractor] (hereinafter called “the Contractor”) and [NHIDCL], (“the Authority”) have entered into an agreement (the “Agreement”) for “Construction of valley side slope stabilization treatment including drainage, cross drainage work and pavement in Dharasu- Gangotri road from km. 123.080 to km 123.970 of NH-34 and stabilization of dumping zone in the state of Uttarakhand through Engineering, Procurement & Construction (EPC) Basis Contract”, 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 and Defects Liability Period and maintenance period (as defined in the Agreement) in a sum of Rs. Crore (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 and 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 [Executive Director, NHIDCL], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the 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 performance security shall cease to be in force and effect upto 90 days after the end of the Defects Liability Period as set forth in Clause 17.1 of EPC agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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

14.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code

Number)

(Address)

NOTES:

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

Annex-II
(Schedule-G)
(See Clause 19.2)

Form for Guarantee for Advance Payment

The Managing Director,
NHIDCL,
3rd Floor, PTI Building, Sansad Marg,
New Delhi

WHEREAS:

- (A) [name and address of contractor] (hereinafter called “**the Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the [NHIDCL], (hereinafter called “**the Authority**”) for the “**Construction of valley side slope stabilization treatment including drainage, cross drainage work and pavement in Dharasu- Gangotri road from km. 123.080 to km 123.970 of NH-34 and stabilization of dumping zone in the state of Uttarakhand through Engineering, Procurement & Construction (EPC) Basis Contract**”, subject to and in accordance with the provisions of the Agreement.
- (B) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called “**Advance Payment**”) equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. cr. (Rupees crore) and the amount of this Guarantee is Rs. cr. (Rupees crore) (the “**Guarantee Amount**”)
- (C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) for the **Guarantee Amount**.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to 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 Authority of India], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment 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 90 (ninety) days after the end of the one year from the date of payment of the installment of the Advance Payment, as set forth in Clause 19.2 of the Agreement.
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 authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in para 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
11. This guarantee shall also be operable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
12. Intimation regarding issuance of this Bank Guarantee shall be sent to Authority's Bank through SFMS gateway as per the details below:

S. No	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002659
3	Beneficiary Bank Branch	IFSC SYNB0009062

4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Syndicate Bank transport Bhawan, 1st Parliament Street, New Delhi-110001

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)

Schedule-H

(See Clauses 10.1.4 and 19.3)

Contract Price Weightages

1. (i) The Contract Price for this Agreement is Rs. **Crore.**
 1. (ii) 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 for Payment	Percentage weightage
1	2	3	4
Road works including culverts, widening and repair of culverts	11.93%	A.- Widening and Strengthening of existing road	
		(1) Earthwork upto top of the sub grade	0.56%
		(2) Sub Base Course	11.72%
		(3) Non Bituminous base Course	29.10%
		(4) Bituminous Base Course	34.80%
		(5) Bituminous Concrete including Hard Shoulder	18.12%
		B-Re-Construction and New culverts on existing road, realignments, bypasses:	
		Existing Culverts maintenance of 6 nos. as per Schedule B	5.70%
Minor Bridges/ Underpasses/ Overpasses	0.00%	A.1- Widening and Repair of Minor bridges (length >6 m and < 60 m)	
		Repair of Minor bridges as per Schedule-B	0.00%
		A.2- New Minor bridges (length >6 m and < 60 m)	

		(1) Foundation + Sub- Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers upto the abutment/ pier cap.	0.00%
		(2) 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 in all respect.	0.00%
		(3) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	0.00%
Major Bridge works	0.00%	A.1- Widening and Repair of Major bridges	
		Major Bridges	0.00%
		A.2 -New major bridges & Viaduct	
		(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%
Other works	88.07%	(i) Road side drains	
		(a) Lined Drain (Random Rubble Masonry drain PCC- M 20)	0.60%
		(ii) Protection Works	0.00%
		(a) Breast Wall	1.40%
		(b) Retaining Wall	6.84%

	(iii) Metal Beam Crash Barrier and Road signs, markings, km stones, safety devices	2.59%
	(iv) Landslide Treatment Valley side	77.01%
	(v) Muck dumping and its stabilization, Disposal of the muck transportation at suitable locations	8.81%
	(vi) Maintenance Period	
	1 st Year	0.00%
	2 nd Year	0.55%
	3 rd Year	0.55%
	4 th Year	0.55%
	5 th Year	1.10%

Procedure of estimating the value of work done.

(i) Road works.

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

Table 1.3.1

Stage for Payment	Percentage weightage	Payment Procedure
A.- Widening and Strengthening of existing road		
(1) Earthwork upto top of the sub grade	0.56%	Unit of measurement is linear length. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.
(2) Sub Base Course	11.72%	
(3) Non Bituminous base Course	29.10%	
(4) Bituminous Base Course	34.80%	
(5) Bituminous Concrete including Hard Shoulder	18.12%	
B-Re-Construction and New culverts on existing road, realignments, bypasses:		
Existing Culverts maintenance of 6 nos. as per Schedule B	5.70%	Cost of all completed culverts shall be determined on pro rata basis with respect to the total number of culverts.

		Payment shall be made on the completion of all culverts
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@ 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 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.

1.1.1 Minor Bridge 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
1	2	3
A.1- Widening and Repair of Minor bridges (length >6 m and < 60 m)	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 the completion of widening & repair

		works of a minor bridge.
A.2- <u>New minor bridges</u>		
(1) Foundation + Sub-Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers upto the abutment/ pier cap.	0.00%	<p>Cost of each minor bridge shall be determined on pro rata basis with respect to the total linear length (m) of the minor bridges. 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 bridge subject to completion of at least two foundations along with sub-structure upto abutment/pier cap level of each bridge.</p> <p>In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.</p>
(2) 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 in all respect.	0.00%	<p>Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super- structure of at least one span in all respects as specified in the column of “Stage of Payment” in this sub-clause.</p>
(3) Approaches: On completion of approaches including Retaining walls, stone pitching, protection works complete in all respect and fit for use.	0.00%	<p>Payment shall be made on pro-rata basis on completion of a stage i.e. completion of approaches in all respect as specified in the column of “Stage of Payment” in this sub-clause.</p>

1.1.2 Major Bridge works & Viaducts

Procedure for estimating the value of Major Bridge works & Viaducts shall be as stated in table 1.3.3:

Table 1.3.3

Stage for Payment	Percentage weightage	Payment Procedure
A.1- Widening and Repair of Major bridges	0.00%	Cost of each major bridge shall be determined on pro rata basis with respect to the total linear length of the major bridges. Payment shall be made on the completion of widening & repair works of a minor bridge.
<u>A.2-New major bridges & Viaduct</u>		
(1) Foundation	0.000%	Cost of each major bridge/ Viaduct shall be determined on pro rata basis with respect to the total linear length (m) of the Major bridge/ Viaduct. 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/ Viaduct subject to completion of at least two foundations of the Major bridge/ Viaduct. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.

(2) Sub-structure	0.000%	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/ Viaduct subject to completion of at least two sub-structures of abutments/piers upto abutment/pier cap level of the Major bridge/ Viaduct.
(3) Super-structure (including bearings)	0.000%	Payment shall be made on pro-rata basis on completion of a stage i.e. completion of super- structure including bearings of at least one span in all respects as specified.
(4) Wearing Coat including expansion joints	0.000%	Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like hand rails, crash barriers, road markings etc.	0.000%	Payment shall be made on completion of all miscellaneous works like hand rails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/ return walls	0.000%	Payment shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) Guide Bunds, River Training works etc.	0.000%	Payment shall be made on completion of all Guide Bunds/River Training works etc. complete in all respects as specified.
(8) Approaches (including Retaining walls, stone pitching and protection works)	0.000%	Payment shall be made on completion of both approaches including stone pitching, protection works, etc. complete in all respect as specified.

1.1.3 Other works.

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

Table 1.3.4

Stage for Payment	Percentage weightage	Payment Procedure
(i) Road side drains		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.
(a) Lined Drain (Random Rubble Masonry drain)	0.60%	
(ii) Protection Works	0.00%	
(a) Breast Wall	1.40%	
(b) Retaining Wall	6.84%	
(iii) Metal Beam Crash Barrier and Road signs, markings, km stones, safety devices	2.59%	Payment shall be made on pro rata basis for completed facilities.
(iv) Landslide Treatment of Valley side	77.01%	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 percentage) of the total length.
(v) Muck dumping and its stabilization, Disposal of the muck transportation at suitable locations	8.81%	Payment shall be made on pro rata basis for completed facilities.
(vi) Maintenance Period		
1 st Year	0.00%	
2 nd Year	0.55%	Payment shall be made on all completed for maintenance work.
3 rd Year	0.55%	Payment shall be made on all completed for maintenance work.
4 th Year	0.55%	Payment shall be made on all completed for maintenance work.
5 th Year	1.10%	Payment shall be made on all completed for maintenance work.

2. Procedure for payment for Maintenance

(a) The cost for maintenance shall be as stated in Clause 14.1.1.

(b) Payment for Maintenance shall be made in Monthly basis in accordance with the provisions of Clause 19.6 & 19.7 of the Contract Agreement.

SCHEDULE-I

(See Clause 10.2)

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

Alignment Plan and longitudinal Section are enclosed in digital form in CD marked as Annex-I

[Note: The Authority shall describe in this Annex-I, all the Drawings that the Contractor is required to furnish under Clause 10.2.]

- Typical Cross-section with details of pavement structures.

SCHEDULE-J

(See Clause 10.3.2)

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 45th (Forty five days) 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 completion schedule in reference to Schedule-H Items, Stages and Sub-stages payment statements for an amount not less than **10% (ten per cent) of the Contract Price**.

3. Project Milestone-II

(i) Project Milestone-II shall occur on the date falling on the 90th (Ninety) day from the Appointment Date (the “**Project Milestone-II**”).

Prior to the occurrence of Project Milestone-II, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements completion schedule in reference to Schedule-H Items, Stages and Sub-stages payment statements for an amount not less than **40% (forty per cent) of the Contract Price and should have started construction of all project facilities**.

4. Project Milestone-III

(i) Project Milestone-III shall occur on the date falling on the 140th (one hundred forty) 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 payment Statements for an amount not less than 70% (sixty per cent) of the Contract Price and should have started construction of all project facilities.

5 Schedule Completion Date

(i) The Schedule Completion Date shall occur on the 180th (one hundred eighty) 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 12.1.2)

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: all the tests specified in IRC code, manual and MORTH specifications for the road and Bridge works, 5th revision, 2013.
- (ii) Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a Network Survey Vehicle (NSV) fitted with latest equipments and the maximum permissible roughness for purposes of this Test shall be [2,000 (two thousand)] mm for each kilometer.
- (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) meters 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	Network Survey Vehicle (NSV)	At least twice a year (As per survey months defined for the state basis rainy

	pavement		season)
3	Strength of pavement	Falling Weight Deflectometer	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 and 12.4)

COMPLETION CERTIFICATE

1. I, (Name of the Authority's Engineer), acting as Authority's Engineer, under and in accordance with the Agreement dated (the "Agreement"), for construction of the **Construction of valley side slope stabilization treatment including drainage, cross drainage work and pavement in Dharasu- Gangotri road from km. 123.080 to km 123.970 of NH-34 and stabilization of dumping zone in the state of Uttarakhand** through Engineering, Procurement & Construction (EPC) Basis Contract 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 theday of 20 Scheduled Completed Date for which was the day of20....

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority's Engineer by:

(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 deduction 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

(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 crossfall, 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%
(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/5th km stones	5%
(f)	Miscellaneous Items	
(i)	Removal of dead animals, broken down/accidented vehicles, fallen trees, road blockades or malfunctioning of mobile crane	10%
(ii)	Any other Defects in accordance with paragraph 1.	5%
(g)	Defects in Other Project Facilities	5%

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

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

Where,

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

M1= Monthly lump-sum payment in accordance para 1.2 above of this Schedule M2= Monthly lump-sum payment in accordance para 1.2 above of this Schedule

L1= Non-complying length L = Total length of the

road, L = Total length of the road,

R = Reduction (the amount to be deducted for noncompliance 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 noncompliance.

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

SCHEDULE-N

(See Clause 18.1.1)

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 Ministry of Road Transport and Highways (the “Authority”) and (the “Contractor”) **Construction of valley side slope stabilization treatment including drainage, cross drainage work and pavement in Dharasu- Gangotri road from km. 123.080 to km 123.970 of NH-34 and stabilization of dumping zone in the state of Uttarakhand** through Engineering, Procurement & Construction (EPC) Contract, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

(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 Clauses 1.2, 1.3 and 1.4 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) or (c) above and which creates an obligation or liability on either Party for a sum exceeding Rs. 5,000,000 (Rs. fifty lakh).

- (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,

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 upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

(ii) The Authority's Engineer shall review 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 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 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 4.9, 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 4.9, and the criteria for acceptance/ rejection of their results shall be determined by the

Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.

(xii) In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.

(xiii) The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.

(xiv) In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.

(xv) The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.4.

(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 or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph

4.18 and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

5. Maintenance Period

(i) The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with the Contractor.

(ii) The Authority's Engineer shall undertake regular inspections, at least once every month, to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.

(iii) The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Contractor in this behalf.

(iv) In respect of any defect or deficiency referred to in Paragraph 3 of Schedule- E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

(v) The Authority's Engineer shall examine the request of the Contractor for closure of 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 10.2.4 (d).
- (ii) Authority's Engineer shall -
 - (a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
 - (b) within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment

Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10.

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

(iv) The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16.

8. Other duties and functions

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

9 Miscellaneous

(i) A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.

(ii) The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.

(iii) Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and setback lines, if any, of 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 - O

(See Clauses 19.4.1, 19.6.1, and 19.8.1)

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 19.3.1 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 13.2.3 (a);
- (e) Total of (a), (b), (c) and (d) above;
- (f) Deductions:
 - (i) Any amount to be deducted in accordance with the provisions of the Agreement except taxes;
 - (ii) Any amount towards deduction of taxes; and
 - (iii) Total of (i) and (ii) above.
- (g) Net claim: (e) - (f) (iii);
- (h) The amounts received by the Contractor upto the last claim:
 - (i) For the Works executed (excluding Change of Scope orders);
 - (ii) For Change of Scope Orders, and
 - (iii) Taxes deducted

2. Monthly Maintenance Payment Statement

The monthly Statement for Maintenance Payment shall state:

- (a) the monthly payment admissible in accordance with the provisions of the agreement;

- (b) the deductions for maintenance work not done;
- (c) net payment for maintenance due, (a) minus (b); amounts reflecting adjustments in price under Clause 19.12; and
- (d) 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.

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 last 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 paragraph 1.1 (a) and (b) above shall cover the authority and the Contractor against all loss or damage from whatsoever 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 each Party's liability for any loss, damage, death or bodily injury which may occur to any

physical property (except things insured under Paragraph 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 and occurring before the issue of the Performance Certificate. 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 as per the applicable laws of government and procedure in vogue.

(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 kilometer.

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)