

SCHEDULES

Schedule-A

(See Clauses 2.1 and 8.1)

Site of the Project

1. The Site

- (i) These are the site locations as described in **Annex-I** of this Schedule-A.
 - a) km 81.00 (Sonamarg) to km 140.00 (Dras) on Srinagar-Leh Highway of NH-1.
 - a) km 160.00 (Army Post Chingam) to km 215.00 (Daksum) on Batote-Kishtwar-Sinthanpass-Khanabal road of NH-244.
 - c) km 127.00 (Rangdum) to km. 187.00 (Village Chibrah) on Kargil-Zaskar road of NH-301.
- (ii) The dates of handing over the Right of Way to the Contractor are specified in **Annex-II** of this Schedule-A.
- (iii)** The alignment plans of the Project Highway are specified in Annex-III. The proposed profile of the Project Highways shall be followed by the contractor with minimum FRL as indicated in the alignment plan. The Contractor, however, improve/upgrade the Road Profile as indicated in Annex-III based on site/design requirement.

Annex - I
(Schedule-A)
Site

1. Site

These are the site locations as described in **Annex-I** of this Schedule-A.

- a) km 81.00 (Sonamarg) to km 140.00 (Dras) on Srinagar-Leh Highway of NH-1.
- b) km 160.00 (Army Post Chingam) to km 215.00 (Daksum) on Batote-Kishtwar-Sinthanpass-Khanabal road of NH-244.
- c) km 127.00 (Rangdum) to km. 187.00 (Village Chibrah) on Kargil-Zanskar road of NH-301.

2. Land

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

Sr. No.	NH No.	Chainage (km)		Right of Way (m)
		From	To	
1.	1	81+000	140+000	7
2.	244	160+000	215+000	7
3.	301	127+000	187+000	7

3. Carriageway

The present carriageway of the Project Highway is two Lane. The type of the existing pavement is flexible.

4. Major Bridges

Deleted

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

Deleted

6. Grade separators

Deleted

7. Minor bridges

Deleted

8. Railway level crossings

Deleted

9. Underpasses (vehicular, non-vehicular)

Deleted

10. Culverts

The Site has the following culverts:

11. Bus bays

Deleted-

12. Truck Lay byes

Deleted-

Snow clearance on NH-1, NH-244 & NH-301 in the UT of Jammu Kashmir and Ladakh

13. Roadside drains

Deleted

14. Major junctions

Deleted

15. Minor junctions

Deleted

16. Bypasses

Deleted

17. Others

Nil

Annex - II

(As per Clause 8.3 (i))

(Schedule-A)

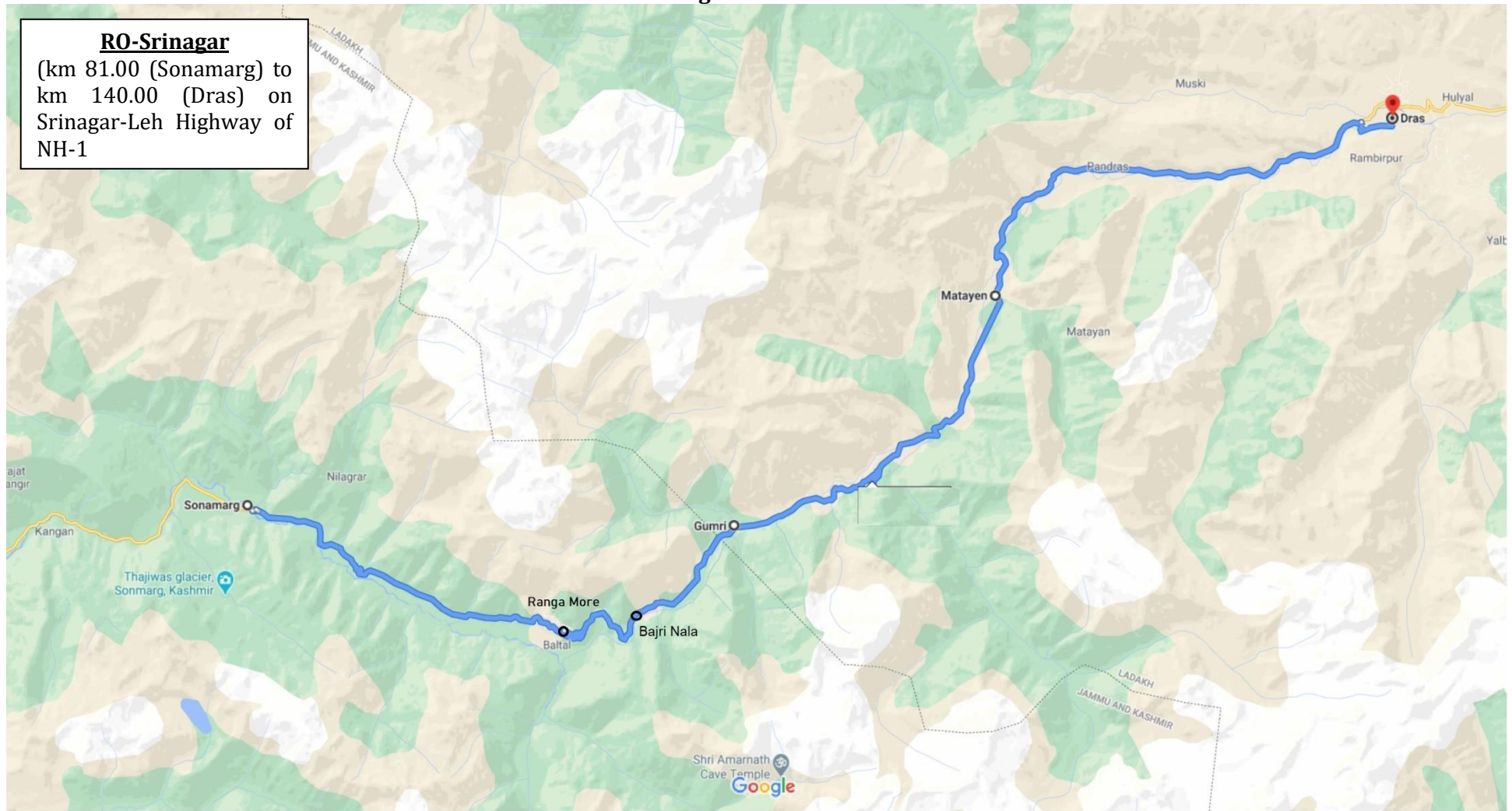
Dates for providing Right of Way of Construction Zone

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

NHIDCL Regional Office	From (Km)	To (Km)	Length (km)	Width (m)	Date of providing
					Right of Way*
1	2		3	4	5
RO-Srinagar	81+000	140+000	59	7	On the appointment date
RO-Jammu	160+000	215+000	55	7	
RO-Leh	127+000	187+000	60	7	

*The dates specified herein shall in no case be beyond 150 (one hundred and fifty) days after the Appointed Date.

Annex - III
(Schedule-A)
Alignment Plans



Snow clearance on NH-1, NH-244 & NH-301 in the UT of Jammu Kashmir and Ladakh



Snow clearance on NH-1, NH-244 & NH-301 in the UT of Jammu Kashmir and Ladakh



Annex - IV

(Schedule-A)

Environment Clearances

NA

Schedule - B

(See Clause 2.1)

Development of the Project Highway

1. Development of the Project Highway

Development of the Project Highway shall include Snow clearance of the following stretches as described in this Schedule-B and in Schedule-C:-

- a) km 81.00 (Sonamarg) to km 140.00 (Dras) on Srinagar-Leh Highway of NH-1.
- b) km 160.00 (Army Post Chingam) to km 215.00 (Daksum) on Batote-Kishtwar-Sinthanpass-Khanabal road of NH-244.
- c) km 127.00 (Rangdum) to km. 187.00 (Village Chibrah) on Kargil-Zanskar road of NH-301.

2. Rehabilitation and augmentation

Nil

3. Specifications and Standards

The Snow clearance shall be done in conformity with the Specifications and Standards specified in Annex-I of Schedule-D.

Annex - I
(Schedule-B)

Description of the Project

Snow clearance on Batote-Kishtwar-Sinthanpass-Khanabal road of NH-244 & Srinagar-Leh road of NH-1 in the UT of Jammu & Kashmir and Kargil-Zaskar Road of NH-301 in the UT of Ladakh for 5 months from November to March during winter seasons for a period of 5 years in accordance with IRC specifications. If any standards, specification, or details are not given in the manual, the minimum design/ construction requirements shall be specified in the schedule.

1. Widening of the existing highway

NA

2. Geometric Design and General Features

(i) General

Clearance of snowfall on the Project Highway shall be in accordance with Section 2 of the Manual.

(ii) Design speed

Deleted

(iii) Improvement of the existing road geometrics

Deleted

(iv) Right of Way

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

(v) Type of shoulders

Deleted

(vi) Lateral and vertical clearances at underpasses

Deleted

(vii) Lateral and vertical clearances at overpasses

Deleted

(viii) Service roads

Deleted

(ix) Grade separated structures

Deleted

(x) Cattle and pedestrian underpass/overpass

Deleted

(xi) Typical cross-sections of the Project Highway

Deleted

3. Intersections and Grade Separators

Deleted

4. Road Embankment and Cut Section

Deleted

- 5. **Pavement Design**
Deleted
- 6. **Roadside Drainage**
Deleted
- 7. **Design of Structures**
Deleted
- 8. **Traffic Control Devices and Road Safety Works**
Deleted
- 9. **Crash Barrier**
Deleted
- 10. **Roadside Furniture**
Deleted
- 11. **Hazardous Locations**
Deleted
- 12. **Special Requirement for Hill Road**
Deleted
- 13. **Snow clearance & Maintenance of existing road**

Regiona l Office	NH	Stretch	Length (in Km)	Set equipments/ machineries	Scope of work	Remark
1. km 81.00 (Sonamarg) to km 140.00 (Dras) on Srinagar-Leh Highway of NH-1.						
Srinagar	NH-1	Sonamarg to Ranga More.	14	Set-B	From Sonamarg towards Ranga More.	Snow clearance and make the road in traffic worthy condition It must be noted in no case road should be blocked beyond 72 hrs at the maximum and more than 7 days in a month.
		Ranga More to Bajri Nala (Baltal)	7	Set - A	From Ranga More towards Sonamarg	
					From Ranga More towards Bajri Nala (Baltal)	
		Bajri Nala (Baltal) to Gumri	7	Set - A	From Bajri Nala (Baltal) towards Ranga More	
					From Bajri Nala (Baltal) towards Gumri	
		Gumri to Matayen	12	Set - A	From Gumri towards Bajri Nala (Baltal)	
				Set - B	From Gumri towards Matayen	
		Matayen to Dras	19	Set - B	From Matayen towards Gumri	
					From Matayen to Dras	
					From Dras to Matayen	

2. km 160.00 (Army Post Chingam) to km 215.00 (Daksum) on Batote-Kishtwar-Sinthanpass-Khanabal road of NH-244.					
Jammu	NH-244	Army Post Chingam to Daksum	55	Set-B	Two set of machinery shall be deployed at each control station. One set from Army Post Chingam towards Daksum and another from Daksum to Army Post Chingam
3. km 127.00 (Rangdum) to km. 187.00 (Village Chibrah) on Kargil-Zanskar road of NH-301					
Leh	NH-301	Rangdum to Village Chibrah	60	Set - B	One set from Rangdum towards Village Chibrah and another from Village Chibrah to Rangdum

There are following equipments/ machineries (min.) should be deployed at each:

The detailed scope of work shall include the following but not limited to:

a) Set of machineries for heavy duty snow clearance work.

Set-A		
Sr. no.	Name of equipment	Quantity
1	Snow Cutter (5500 MT/h)	1
2	Dozer D-80	1
3	Dozer D-50	1
4	Poclain (Hydraulic Excavator)	2
5	Tipper	2
6	Light Vehicle (Camper)	2

b) Set of machineries for small duty snow clearance work.

Set-B		
Sr. no.	Name of equipment	Quantity
1	Snow Cutter (3500 MT/h)	1
2	Dozer D-80	1
3	Dozer D-50	1
4	Poclain (Hydraulic Excavator)	2
5	Tipper	2
6	Light Vehicle (Camper)	2

Special requirement of work:

- Stocking of at least 200 Litres of Diesel at site at all times.
- Stocking of Urea & Salt to be used in 5 months and sprinkling shall be done after every 4th day.
- Necessary chaining on tyre shall be done wherever and whenever as per requirement.
- Day and Night Shift driver shall be made available all time at site with active Contact number.
- During any condition of breakdown of any Machinery, the same shall be replaced immediately.
- The Site Supervisors with minimum 3 years experience shall be available at site for supervision

of this work along with one vehicle.

- g. The contractor shall provide all the safety equipments like helmets, PPE jackets, Snow shoes etc. along with the winter clothes.
- h. Camp Arrangement for operator, machinery and material shall be made by the contractor.
- i. The contractor shall follow the minimum period for the snow clearance depending upon the depth of snow:-
 - Average snow fall upto 26 inch depth of snow – One day
 - Average snow fall upto 52 inch depth of snow – Two days
 - Average snow fall upto 78 inch depth of snow – Three days
- j. The penalty of Rs. 10,000/- per day shall be imposed under the following circumstances:-
 - if contractor fails to carry out the snow clearance as per scheduled period
 - if the above mentioned stretches blocked beyond 72 hrs at the maximum and more than 7 days in a month.
- k. Pre-snow and post snow clearance ideography/ photography shall be made for reference and record each work done claim shall be supported with the photographs indicating date of snowfall, date of clearance and depth of snow, area/ locality / lane/ road ED-wise landmarks.
- l. Insurance cover to the labour/ machinery by the contractor shall be mandatory.

14. Change of Scope

The length of scope 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.

15. Chainages wise indicative scheme with GAD

Deleted

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) Control stations under RO-Srinagar (NH-1).

S. No.	Location	Chainage
1.	Sonamarg (Sitkari Village)	81+000
2.	Ranga More	95+000
3.	Bajri Nala (Baltal)	102+000
4.	Gumri	109+000
5.	Matayen	121+000
6.	Dras	140+000

b) Control stations under RO-Jammu (NH-244).

S. No.	Location	Chainage
1.	Army Post Chingam	160+000
2.	Ranga More	95+000

c) Control stations under RO-Leh (NH-301).

S. No.	Location	Chainage
1.	Rangdum	127+000
2.	Village Chibrah	187+000

2. Description of Project Facilities

The Project Facilities is described below:

a) The Project facilities shall contain Temperature Controlled Prefab/ container stations with basic facilities.

b) The contractor shall maintain the following requirements at each project facility in any condition:-

(i) Adequate electricity backups or generators (125 kva or 250 kva as per site requirement).

(ii) 24 x7 Communication system (Walkie Talkie and Satellite phones).

(iii) Snow measuring instruments (Snow Gauge).

(iv) Snow Scooters and other desirable transportation for the Employer.

Schedule - D
(See Clause 2.1)

Specifications and Standards

1. Machineries

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

Annex - I

(Schedule-D)

Specifications and Standards for Construction

1. Specifications and Standards

All Materials works and construction operations shall conform to the Manual of Specifications and Standards for Two-Laning of Highways IRC:SP:73-2018, Hill Road Manual (IRC:SP: 48-1998) and Guidelines for Road Tunnel(IRC SP:91) referred to as the Manual, and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

2. Specification for machineries.

2.1 a) Snow Cutter (5500 MT/h).

S. No.	Description	Desirable Specifications
1.	Capacity	5500 MT/h
2.	Cutting width	3300 mm
3.	Working height	1600 mm

b) Snow Cutter (3500 MT/h).

S. No.	Description	Desirable Specifications
1.	Capacity	3500 MT/h
2.	Cutting width	3000 mm
3.	Working height	1400 mm

In addition to the above specification, the contractor shall maintain the following requirements in the snow cutters:-

- The snow cutter must be ideal for working at high altitude and also for fresh, heavy, wet or hard-packed snow.
- Wireless remote control system.
- Proper and additional lighting.
- LCD color display screen.
- Heaters connected to one common AC plug.
- Arctic lubrication kit for constant temp. below -25°C (-13°F).

2. Deviations from the Specifications and Standards

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

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.

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Sr. No.	Item	Clause referred in Manual	Provision as per Manual	Modified Provision
1	Design Speed	2.2.1	Mountainous and steep terrain (cross slope of the ground more than 25%) Minimum design speed 40 kmph.	The design speed shall be the minimum design speed of 40 kmph except the locations given in alignment drawing (Annex-III, Schedule A).
2	Width of Shoulders	2.6.1		These clauses are deemed to be amended as shown in the typical cross section (refer Appendix - B1 of Schedule B).
3	Roadway Width	2.7		
4	Typical Cross section	2.16		
5	Typical Cross Section	2.6.1, 2.7 and 2.16		
6	Radii of Horizontal Curve	2.9.4		
7	Radii of Horizontal Curves	2.9.4	Mountainous and steep terrain, desirable minimum radii and absolute minimum shall be 150 m and 75 m, respectively.	Mountainous and steep terrain, desirable minimum radii and absolute minimum shall be 150 m and 75 m, respectively except at the location given in alignment drawing(Annex-III, schedule A).
8	Width of New Bridge	7.3		To be amended as shown in the typical Cross section.

Schedule - E

(See Clauses 2.1 and 14.2)

Maintenance Requirements

1. Maintenance Requirements

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

[Specify all the relevant documents]

2. Repair/rectification of Defects and deficiencies

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

3. Other Defects and deficiencies

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

4. Extension of time limit

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

5. Emergency repairs/restoration

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

6. Daily inspection by the Contractor

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

7. Pre-monsoon inspection / Post-monsoon inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and

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

8. Repairs on account of natural calamities

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

Snow clearance on NH-1, NH-244 & NH-301 in the UT of Jammu Kashmir and Ladakh

Annex -I
(Schedule-E)

Repair/rectification of Defects and deficiencies

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

Table -1: Maintenance Criteria for Pavements:

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
Flexible Pavement of MCW, Service Road, Approaches of Grade structure, approaches of connecting roads, slip roads, lay byes etc. as applicable)	Potholes	Nil	< 0.1 %of area and subject to limit of 10 mm in depth	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA2003(http://www.tfhr.com/pavement/http/reports/03031/)	24-48 hours	MORT&H Specification 3004.2
	Cracking	Nil	< 5 %subject to limitof0.5 sq.m for any 50 m length	Daily			7-15 days	MORT&H Specification 3004.3
	Rutting	Nil	< 5 mm	Daily	Straight Edge		15 -30 days	MORT&H Specification 3004.2
	Corrugations and Shoving	Nil	< 0.1% ofarea	Daily	Length Measurement Unit like		2-7 days	IRC:82- 2015
	Bleeding	Nil	< 1 % of area	Daily			3-7 days	MORT&H Specification 3004.4
	Ravelling/Stripping	Nil	< 1 % of area	Daily			7-15 days	IRC:82- 2015 read with IRC SP 81
	Edge Deformation/ Breaking	Nil	< 1 m for any 100 m section and width <0.1 matanylocation, restricted to 30 cm from the edge	Daily	Scale, Tape, odometer etc.		7- 15 days	IRC:82- 2015
	Roughness BI	2000mm/km	2400mm/km	Bi- Annually	Class I Profilometer SCRIM(Sideway- force	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	180 days	IRC:82- 2015
	Skid Number	60SN	50SN	Bi- Annually	CoefficientRoutine Investigation Machine or equivalent)		180 days	BS: 7941-1: 2006
Pavement Condition Index	3	2.1	Bi- Annually			180 days	IRC:82- 2015	

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Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/Repair	Maintenance Specifications
		Desirable	Acceptable					
	Other Pavement Distresses			Bi- Annually		Condition Survey Equipment	2-7 days	IRC:82- 2015
	Deflection/ Remaining Life			Annually	Falling Weight Deflectometer	IRC 115: 2014	180 days	IRC:115- 2014
Rigid Pavement (Pavement of MCW, Service Road, Grade structure, approaches of connecting road, slip roads, lay byes etc. as applicable)	Roughness BI	2200m m/km	2400mm /km	Bi- Annually	Class I Profilometer	ASTM E950 (98) :2004 and ASTM E1656 - 94: 2000	180 days	IRC:SP:83- 2008
	Skid	Skid Resistance no. at different speed of vehicles		Bi- Annually	SCRIM (Sideway- force	IRC:SP:83-2008	180 days	IRC:SP:83- 2008
		Minimum SN		traffic Speed (Km/h)	Coefficient Routine Investigation Machine or equivalent)			
		36		50				
		33		65				
	32		80					
	31		95					
		31		110				
Embankment/ Slope	Edge drop at shoulders	Nil	40m m	Daily		IRC	7-15 days	MORT&H Specification 408.4
	Slope of camber/cross fall	Nil	<2%variation inprescribedslope of camber/cross fall	Daily	Length Measurement Unit like Scale, Tape, odometer etc.		7-15 days	MORT&H Specification 408.4
	Embankment Slopes	Nil	<15 %variation inprescribe side slope	Daily			7-15 days	MORT&H Specification 408.4
	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

Table -2: Maintenance Criteria for Rigid Pavements:

Deleted

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

Deleted

Table 4: Maintenance Criteria for Hill Roads

Deleted

Note: For all tables 1 to 4 above, latest BIS & IRC standards (even those not indicated herewith) along with MoRT&H 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) Roadside 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	
(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	

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(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		
(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 guidebunds	30 (thirty) days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
(g) HillRoads		
(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: Where necessary, the Authority may modify the time limit for repair/rectification or add to the nature of Defect or deficiency before issuing the bidding document, with the approval of the competent authority.

Schedule - F

(See Clause 4.1 (vii) (a))

Applicable Permits

1. Applicable Permits

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

Schedule – G

(See Clauses 7.1 and 19.2)

Annex-I

(See Clause 7.1)

Form of Bank Guarantee

[Performance Security/Additional Performance Security]

MD, NHIDCL, New Delhi WHEREAS:

- (A) ___[name and address of contractor] (Hereinafter called the “**Contractor**”) and [name and address of the authority], (hereinafter called the “**Authority**”) have entered into an agreement (hereinafter called the “**Agreement**”) for the Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on Engineering, Procurement and Construction (the “**EPC**”) basis, subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and MaintenancePeriod}(asdefinedintheAgreement)inasumofRs.....cr.(Rupees..... crore) (the “**Guarantee Amount**”).
- (C) We, through ourbranchat (the “**Bank**”) have agreedtofurnish this bank guarantee (hereinafter called the “**Guarantee**”) by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. AletterfromtheAuthority,underthehandofanofficernotbelowtherankof[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 under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the

Snow clearance on NH-1, NH-244 & NH-301 in the UT of Jammu Kashmir and Ladakh.

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 fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

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.

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

[MD,

NHIDCL, New Delhi] WHEREAS:

[name and address of contractor] (hereinafter called the “**Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the [name and address of the authority], (hereinafter called the “**Authority**”) for the Construction of composite Steel Girder bridge(Bidhar Bridge) at Km. 229+800 of 40m span between Sinthan pass via Vailoo to Donipawa section of NH-244 in the Union Territory of Jammu & Kashmir on Engineering, Procurement and Construction (the “**EPC**”) basis, subject to and in accordance with the provisions of the Agreement

(A) In accordance with Clause 19.2 of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate + 3% advance payment (herein after called “**AdvancePayment**”) equal to 10% (ten percent) of the Contract Price; and that the Advance Payment shall be made in two instalments 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 instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} instalment of the Advance Payment is Rs. ----- cr. (Rupees crore) and the amount of this Guarantee is Rs. ----- cr. (Rupees ----- crore) (the “**Guarantee Amount**”) \$.

(B) 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:

The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment 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.

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

Snow clearance on NH-1, NH-244 & NH-301 in the UT of Jammu Kashmir and Ladakh.

§ The Guarantee Amount should be equivalent to 110% of the value of the applicable instalment.

4. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.
6. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
7. The Guarantee shall cease to be in force and effect on ****§ unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

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

(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 – III

(Schedule - G)

(See Clause 7.5.v)

Form for Guarantee for Withdrawal of Retention Money

The Managing Director,
National Highways & Infrastructure Development Corporation Limited
New Delhi

WHEREAS:

- (A) [name and address of contractor] (hereinafter called the “**Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with the [name and address of the authority], (hereinafter called the “**Authority**”) for the construction of the ***** section of [National Highway No. **] on Engineering, Procurement and Construction (the “**EPC**”) basis, subject to and in accordance with the provisions of the Agreement.
- (B) In accordance with Clause 7.5.3 of the Agreement, the Contractor may withdraw the retention money (hereinafter called the “**Retention Money**”) after furnishing to the Authority a bank guarantee for an amount equal to the proposed withdrawal.
- (C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) for the amount of Rs. - ----- cr. (Rs.-----crore) (the “**Guarantee Amount**”).

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

1. The Bank hereby unconditionally and irrevocably undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in the National Highways & Infrastructure Development Corporation Limited (NHIDCL) , that the Contractor has committed default in the due and faithful performance of all or any of its obligations for 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

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the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Retention Money and any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Retention Money.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect 90 (ninety) days after the date of the Completion Certificate specified in Clause 12.4 of the Agreement.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

Snow clearance on NH-1, NH-244 & NH-301 in the UT of Jammu Kashmir and Ladakh.

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 up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operatable at our.....Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIDCL, details of which is as under:

S.No	Particulars	Details
1	Name of Beneficiary	National Highways & Infrastructure Development Corporation Limited
2	Beneficiary Bank Account No.	90621010002610
3	Beneficiary Bank Branch	IFSC SYNB0009062
4	Beneficiary Bank Branch Name	Transport Bhawan, New Delhi
5	Beneficiary Bank Address	Canara Bank (erstwhile Syndicate Bank) transport Bhawan, 1st Parliament Street, New Delhi-110001

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

SIGNED, SEALED AND DELIVERED For and on
behalf of the Bank by:

(Signature)

(Name)

(Designation) (Code
Number) (Address) NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

Schedule - H

See Clauses 10.1 (iv) and 19.3

Contract Price Weightages

1.1 The Contract Price for this Agreement is **Rs. 168.86 Crores**

1.2 Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below:

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage Weightage
1	2	3	4
Snow Clearance (incl. requisite Manpower, Machinery, Materials as per define Scope in Schedule B)	100.00%	Set -A Clearance of Snow	37.34 %
		Set-B Clearance of Snow	62.66 %

1.3 Procedure of estimating the value of work done

Stage of Payment	Percentage - Weightage	Payment Procedure
Set-A	37.34 %	Payment shall be made on pro-rata basis to Contractor at each month. Contractor required to submit the monthly work report duly approved the Engineer -In charge along with the each Invoice.
Set-B	62.66 %	

1.3.1 Road works

Deleted

1.3.2 Minor Bridges and Underpasses/Overpasses.

Deleted

1.3.3 Major Bridge works, ROB/RUB and Structures.

Deleted

1.3.4 Other works.

Nil

2. Procedure for payment for Maintenance

Deleted

Schedule - I

(See Clause 10.2 (iv))

Drawings

Deleted

Schedule - J

(See Clause 10.3 (ii))

Project Completion Schedule

Deleted

Schedule - K

(See Clause 12.1 (ii))

Tests on Completion

Deleted

Schedule - L

(See Clause 12.2)

Completion Certificate

I, (Name of the Authority's Engineer), acting as the Authority's Engineer, under and in accordance with the Agreement dated(the"**Agreement**"), for Snow clearance on following stretches:-

- a) km 81.00 (Sonamarg) to km 140.00 (Dras) on Srinagar-Leh Highway of NH-1.
- b) km 160.00 (Army Post Chingam) to km 215.00 (Daksum) on Batote-Kishtwar-Sinthanpass-Khanabal road of NH-244.
- c) km 127.00 (Rangdum) to km. 187.00 (Village Chibrah) on Kargil-Zanskar road of NH-301.

(the "**Project Highway**") on Engineering, Procurement and Construction (EPC) basis 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.

1 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 in to operation on this the.....day of.....20...,Scheduled Completed

Date for which was the day of20.....

SIGNED, SEALED ANDDELIVERED

For and on behalf of the Authority's Engineerby:

(Signature)

(Name) (Designation)(Address)

Schedule - M

(See Clauses 14.6, 15.2 and 19.7)

Payment Reduction for Non-Compliance

Deleted

Schedule - N

(See Clause 18.1 (i))

Selection of Authority's Engineer

Deleted

Schedule - O

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

Forms of Payment Statements

1. Stage Payment Statement for Works

The Stage Payment Statement for Works shall state:

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

2. Monthly Maintenance Payment Statement

The monthly Statement for Maintenance Payment shall state:

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

3. Contractor's claim for Damages

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

Schedule - P

(See Clause 20.1)

Insurance

1. Insurance during Construction Period

(i) The Contractor shall effect and maintain at its own cost, from the Appointed Date till the date of issue of the Completion Certificate, the following insurances for any loss or damage occurring on account of Non Political Event of Force Majeure, malicious act, accidental damage, explosion, fire and terrorism:

(a) insurance of Works, Plant and Materials and an additional sum of [15 (fifteen)] per cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and

(b) insurance for the Contractor's equipment and Documents brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

(ii) The insurance under sub para (a) and (b) of paragraph 1(i) above shall cover the Authority and the Contractor against all loss or damage from any cause arising under paragraph 1.1 other than risks which are not insurable at commercial terms.

2. Insurance for Contractor's Defects Liability

Deleted

3. Insurance against injury to persons and damage to property

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

The insurance cover shall be not less than: Rs. 2,00,00,000/- (Two Crore only)

(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

Deleted

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 Snow clearance on following stretches:-

- a) km 81.00 (Sonamarg) to km 140.00 (Dras) on Srinagar-Leh Highway of NH-1.
- b) km 160.00 (Army Post Chingam) to km 215.00 (Daksum) on Batote-Kishtwar-Sinthanpass-Khanabal road of NH-244.
- c) km 127.00 (Rangdum) to km. 187.00 (Village Chibrah) on Kargil-Zaskar road of NH-301.

(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)

Snow clearance on NH-1, NH-244 & NH-301 in the UT of Jammu Kashmir and Ladakh.

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