Schedule-A

(See Clauses 2.1 and 8.1)

Site of the Project

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

Annex -I

(Schedule-A)

Site

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

1. Site

The Site of the [Two-Lane] Project Highway comprises the section of NH-202 commencing from km 73/870 to km 94/910 (Design km 65+200 to km 79+830) i.e. Lunghar Bypass to Longpi Kajui section in the state of Manipur.

The land, carriageway and structures comprising the Site are described below.

2. Land

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

SL		CHAINAGE m)	DESIGN CHAINAGE (km)		Existing ROW	Remarks
NO.	From	То	From	То		
1	73+870	94+910	65+200	79+830	5-15 m approx.	

3. Carriageway

The present carriageway of the Project Highway is single Lane from km 73/870 to km 94/910. The type of the existing pavement is [flexible].

4. Major Bridges

The Site includes the following Major Bridges: -

S. No.	Chainage (km)	Type of Structure		No. of Spans with span length (m)	Width (m)		
		Foundation	Sub- structure	Super- structure			
	Nil						

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

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

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

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

6. Grade separators

The Site includes the following grade separators:

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

7. Minor bridges

The Site includes the following minor bridges:

S.	Chainage	Type of Structure			No. of Spans with	Width	
No.	(km)	Foundation Sub-structure Super-structure			span length (m)	(m)	
	NIL						

8. Railway level crossings

The Site includes the following railway level crossings:

S. No.	Location(km)	Remarks			
	Nil				

9. Underpasses (vehicular, non-vehicular)

The Site includes the following underpasses:

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

10. Culverts

The Site has the following culverts:

SI. No	Existing Chainage	Existing Type of	Existing Span
		Structures	Arrangement (m)
1.	73.880	SLAB	1 X 1.2
2.	74.475	SLAB	1 X 1.1
3.	74.610	SLAB	1 X 1.2
4.	74.700	SLAB	1 X 1.2
5.	75.150	SLAB	1 X 2.8
6.	75.480	SLAB	1 X 1.2
7.	75.630	SLAB	1 X 1.3
8.	75.815	SLAB	1 X 2.6
9.	75.950	SLAB	1 X 1.5

SI. No	Existing Chainage	Existing Type of Structures	Existing Span Arrangement (m)
10.	76.100	SLAB	1 X 1.0
11.	76.310	SLAB	1 X 3.0
12.	76.610	SLAB	1 X 1.4
13.	76.690	SLAB	1 X 1.1
14.	76.735	SLAB	1 X 0.9
15.	76.855	SLAB	1 X 1.2
16.	77.360	SLAB	1 X 1.2
17.	77.770	SLAB	1 X 1.1
18.	77.920	SLAB	1 X 0.9
19.	78.010	SLAB	1 X 4.3
20.	78.090	SLAB	1 X 0.9
21.	78.175	SLAB	1 X 0.9
22.	78.380	SLAB	1 X 1.5
23.	78.650	SLAB	1 X 0.9
24.	78.050	SLAB	1 X 0.9
25.	78.940	SLAB	1 X 1.5
26.	79.100	SLAB	1 X 0.9
27.	79.315	SLAB	1 X 0.9
28.	79.350	SLAB	1 X 1.5
29.		SLAB	
30.	79.560		1 X 0.9
31.	79.720	SLAB SLAB	1 X 1.5
	79.940		1 X 0.9
32.	80.060	SLAB	1 X 0.9
33.	80.280	SLAB	1 X 0.8
34.	80.440	SLAB	1 X 1.5
35.	80.760	SLAB	1 X 1.3
36.	80.885	SLAB	1 X 1.3
37.	81.000	SLAB	1 X 0.8
38.	81.100	SLAB	1 X 1.2
39.	81.250	SLAB	1 X 0.8
40.	81.400	SLAB	1 X 0.7
41.	81.480	SLAB	1 X 0.9
42.	81.670	SLAB	1 X 0.9
43.	81.790	SLAB	1 X 0.9
44.	81.970	SLAB	1 X 0.9
45.	82.100	SLAB	1 X 0.9
46.	82.220	SLAB	1 X 0.8
47.	82.360	SLAB	1 X 1.0
48.	82.500	SLAB	1 X 1.0
49.	82.920	SLAB	1 X 0.7
50.	83.450	SLAB	1 X 1.5
51.	84.020	SLAB	1 X 1.0
52.	84.730	SLAB	1 X 1.3
53.	85.140	SLAB	1 X 1.5
54.	85.090	SLAB	1 X 1.0
55.	85.360	SLAB	1 X 0.9
56.	85.480	SLAB	1 X 1.5
57.	85.540	SLAB	1 X 2.6
58.	85.820	SLAB	1 X 1.3
59.	85.935	SLAB	1 X 1.4

SI. No	Existing Chainage	Existing Type of Structures	Existing Span Arrangement (m)
60.	86.160	SLAB	1 X 0.9
61.	86.400	SLAB	1 X 1.5
62.	86.580	SLAB	1 X 1.5
63.	86.730	SLAB	1 X 0.9
64.	86.860	SLAB	1 X 0.9
65.	87.025	SLAB	1 X 0.9
66.	87.200	SLAB	1 X 0.9
67.	87.320	SLAB	1 X 0.9
68.	87.480	SLAB	1 X 0.9
69.	87.605	SLAB	1 X 0.9
70.	87.765	SLAB	1 X 0.9
71.	87.890	SLAB	1 X 0.9
72.	88.000	SLAB	1 X 0.9
73.	88.180	SLAB	1 X 0.8
73.	88.280	SLAB	1 X 0.8
74. 75.	+		
75. 76.	88.425	SLAB	1 X 0.8
	88.430	SLAB	1 X 0.8
77.	88.825	SLAB	1 X 1.2
78.	88.930	SLAB	1 X 1.0
79.	89.050	SLAB	1 X 1.0
80.	89.310	SLAB	1 X 1.0
81.	89.350	SLAB	1 X 0.9
82.	89.450	SLAB	1 X 0.8
83.	89.625	SLAB	1 X 0.8
84.	89.920	SLAB	1 X 0.9
85.	90.070	SLAB	1 X 1.0
86.	90.200	SLAB	1 X 0.8
87.	90.340	SLAB	1 X 0.8
88.	90.435	SLAB	1 X 0.8
89.	90.535	SLAB	1 X 0.9
90.	90.950	SLAB	1 X 0.9
91.	91.085	SLAB	1 X 0.9
92.	91.280	SLAB	1 X 0.9
93.	91.400	SLAB	1 X 0.9
94.	91.485	SLAB	1 X 1.5
95.	91.625	SLAB	1 X 2.0
96.	91.690	SLAB	1 X 0.9
97.	91.820	SLAB	1 X 0.9
98.	92.000	SLAB	1 X 0.9
99.	92.170	SLAB	1 X 1.5
100.	92.340	SLAB	1 X 0.9
101.	92.480	SLAB	1 X 0.9
102.	92.695	SLAB	1 X 0.9
103.	93.150	SLAB	1 X 0.9
104.	93.330	SLAB	1 X 0.9
105.	93.400	SLAB	1 X 1.3
106.	93.630	SLAB	1 X 1.3
107.	93.890	SLAB	1 X 0.9
108.	94.120	SLAB	1 X 0.9
109.	94.350	SLAB	1 X 0.9

SI. No	Existing Chainage	Existing Type of	Existing Span
		Structures	Arrangement (m)
110.	94.425	SLAB	1 X 1.5
111.	94.495	SLAB	1 X 0.9
112.	94.615	SLAB	1 X 0.9
113.	94.810	SLAB	1 X 0.9

11. Bus bays

The project road has no bus-bay and no bus shelters. The details of bus bays on the Site are as follows:

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

12. Truck Lay byes

The details of truck lay byes are as follows:

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

13. Roadside drains

The details of the roadside drains are as follows:

CL NI-	Loca	tion	Тур	e
Sl. No.	From km	To km	Masonry/cc (Pucca)	Earthen (Kutcha)
1.	80359	80444	Masonry/cc (Right Side)	
2.	81375	81418	Masonry (Right Side)	
3.	82000	82111	Masonry (Right Side)	
4.	82040	82111	Masonry (Left Side)	
5.	82179	82366	Masonry (Right Side)	
6.	84645	84961	Masonry (Right Side)	
7.	74362	75475	Masonry (Left Side)	
8.	75610	75900	cc (Right Side)	R
9.	76395	76695	cc (Right Side)	R
10.	76854	77000	cc (Right Side)	R
11.	77900	78100	cc (Right Side)	R
12.	78170	78380	cc (Right Side)	R
13.	78520	78873	cc (Right Side)	R
14.	79205	79363	cc (Right Side)	R
15.	79557	80070	cc (Right Side)	R
16.	80248	80359	cc (Right Side)	R
17.	80444	81375	cc (Right Side)	R
18.	81418	81566	cc (Right Side)	R
19.	81605	81805	cc (Right Side)	R
20.	81934	82000	cc (Right Side)	R
21.	82111	82179	cc (Right Side)	R
22.	82479	82585	cc (Right Side)	R
23.	82700	82927	cc (Right Side)	R
24.	84395	84645	cc (Right Side)	R
25.	84961	85635	cc (Right Side)	R
26.	85712	86875	cc (Right Side)	R
27.	86934	87095	cc (Right Side)	R

CL NI-	Location		Ту	pe
Sl. No.	From km	To km	Masonry/cc (Pucca)	Earthen (Kutcha)
28.	87320	88000	cc (Right Side)	R
29.	88233	88818	cc (Right Side)	R
30.	88960	89980	cc (Right Side)	R
31.	90020	90105	cc (Left Side)	L
32.	90195	90241	cc (Left Side)	L
33.	90307	90650	cc (Right Side)	L
34.	90795	91266	cc (Left Side)	L
35.	91400	91514	cc (Left Side)	L
36.	91603	91630	cc (Left Side)	L
37.	91675	91972	cc (Left Side)	L
38.	92019	92500	cc (Left Side)	L
39.	92905	92930	cc (Right Side)	L
40.	92981	93047	cc (Left Side)	L
41.	93080	93133	cc (Left Side)	L
42.	93165	93336	cc (Left Side)	L
43.	93584	94118	cc (Left Side)	L
44.	94410	94500	cc (Left Side)	L
45.	94595	94635	cc (Left Side)	L
46.	94782	94910	cc (Left Side)	L

14. Major junctions

The details of major junctions are as follows:

C No	Location		At grade Canarata	Concreted	Category of Cross Road			
S. No.	From km	to km	At grade	Separated	NH	SH	MDR	Others
NIL								

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

15. Minor junctions

The details of the minor junctions are as follows:

SI. No.	Location From Km Towards		Type of intersection		
			T-Junction	Cross Road	
Nil					

6. Bypasses

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

Sl. No.	Name of bypass (town)	Chainage (km) From km to km	Length (in Km)		
Nil					

17. Other structures

[Provide details of other structures, if any.]

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:

S. No	Design Chainage (From km to km) Length (km)		Width (m)	Date of providing ROW
1	Km 65.200 to Km 79.830	14.630	20 m (Built-up Area) 24 m (Open Area)	At appointed date

The Construction of Project Highway will be implemented as per Manual, details of which are already given in Article-2 of Annexure – I of Schedule –A.

Annex - III

(Schedule-A)

Alignment Plans

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

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

An	nex	- 1	I۷

(Schedule-A)

Environment Clearances

Environmental Clearances are not required for the project.

(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-Lanning 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.

(Schedule-B)

Description of "Widening/Improvement to 2 (Two) Lane with Earthen Shoulder of Lunghar to Longpi-kajui Section of NH 202 from Km 65.200 to Km 79.830 (PKG-6) in the state of Manipur on EPC mode"

[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 Lanning 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 all other essential project specific details as required should be provided in order to define the Scope of the Project clearly and precisely.]

1. Widening of the Existing Highway

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

(ii) Width of Carriageway

(a) Two-Lanning [with] earthen shoulders shall be undertaken. The paved carriageway shall be [7(seven) m] wide.

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

SI. No.	Built-up stretch (Township)	Location	Width (m)	Typical Cross Section (Refer to Manual)	Remarks (Reference to cross section)
1	Nungbi Khullen	74.250 km to 74.800 km	7	As per attached TCS drawing	2A
2	Nungbi Khullen	75.500 km to 76.000 km	7	As per attached TCS drawing	2A
3	Nungbi Khullen	76.300 km to 76.600 km	7	As per attached TCS drawing	2
4	Nungbi Khullen	77.800 km to 78.100 km	7	As per attached TCS drawing	2A
5	Nungbi Khullen	78.100 km to 78.660 km	7	As per attached TCS drawing	2
6	Nungbi Khullen	79.600 km to 79.830 km	7	As per attached TCS drawing	2A

(b) 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

(i) General
Geometric design and general features of the Project Highway shall be in accordance with

Section 2 of the Manual.

(ii) Design speed

For Mountainous terrain design speed shall be the minimum design speed of 40-60 km/hr and for sharp curve and hair pin bend locations speed reduces up to 30kmph & 20 kmph respectively.

(iii) Improvement of the existing road geometrics

The stretches where design speed reduces below 40 kmph are summarized below:

Sl. No.	Stretch (from km to km)	Type of Deficiency	Remarks (Design Speed in kmph)
1.	66979.105	Built-up	20.000

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 existing right of way and proper road signs and safety Measures shall be provided.

(iv) Right of Way

[Refer to provision of relevant Manual]. Details of the Right of Way are given in Annex-II of Schedule-A.

(v) Type of shoulders[Refer to provision of relevant Manual and specify]

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

SI. No.	Stretch (from Km to Km)	Fully Paved shoulders/footpaths	Reference to cross section
1	76.300 km to 76.600 km	Footpath on Covered Drains	2
2	78.100 km to 78.660 km	Footpath on Covered Drains	2

- (b) Earthen shoulders of 2.5 m width shall be provided with selected earth wherever applicable as per TCS drawing.
- (c) Design and specifications of paved shoulders and granular material shall conform to the requirements specified in the relevant Manual.
- (vi) Lateral and vertical clearances at underpasses
 - (a) Lateral and vertical clearances at underpasses and provision of guardrails/crash barriers shall be as per requirements specified in the relevant Manual.
 - (b) Lateral clearance: The width of the opening at the underpasses shall be as follows:

SI. No.	Location (Chainage) (from km to km)	Span/ opening (m)	Remarks			
	Nil					

(vii) Lateral and vertical clearances at overpasses

(a) Lateral and vertical clearances at overpasses shall be as per requirements specified in the relevant Manual.

(b) Lateral clearance: The width of the opening at the overpasses shall be as follows:

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

(viii) Service roads

Service roads shall be constructed at the locations and for the lengths indicated below: [Refer requirements specified in the relevant Manual]

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

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

[Refer to requirements specified in the relevant Manual]

SI. No.	Location of Structure (VUP)	Length (m)	Number and length of spans	Approach gradient	Remarks. if any	
	Nil					

(b) In the case of grade separated structures the type of structure and the level of the Project Highway and the cross roads shall be as follows: [Refer to provision of the Manual and specify the type of vehicular under pass/ overpass structure and whether the cross road is to be carried at the existing Level. raised or lowered]

SI.	Type of		Cross road at				
No.	Location	structure Length (m)	Existing Level	Raised Level	Lowered Level	Remarks. if any	
	Nil						

(x) Cattle and pedestrian underpass/overpass
 Cattle and pedestrian underpass/overpass shall be constructed as follows:
 [Refer to provision of the relevant Manual and specify the requirements of cattle and pedestrian underpass/overpass]

Sl. No.	Location	Type of crossing
		Nil

(xi) Typical cross-sections of the Project Highway
 [Give typical cross-sections of the Project Highway by reference to the Manual] As per attached Drawings

TCS TYPE	DESCRIPTION	Length (m)
TYPICAL-1	2-lane with 2.5 m earthen shoulders with W-beam crash barrier on valley side and 0.6 m lined drain on hill side	7250
TYPICAL-2	2-lane with 2.5 m earthen shoulders with 1m covered drain on both side	800

TCS TYPE	DESCRIPTION	Length (m)
TYPICAL-2(A)	2-lane with 2.5 m earthen shoulders with 0.6 m lined drain on both side	1580
TYPICAL-2(B)	2-lane with 2.5 m earthen shoulders with 0.6 m lined drain and hill section on both side	0
TYPICAL-3	2-lane with 2.5 m earthen shoulders with 0.6 m lined drain on hill side	0
TYPICAL-3(A)	2-lane with 2.5 m earthen shoulders with breast wall on hill side	300
TYPICAL-3(B)	2-lane with 2.5 m earthen shoulders with breast wall on hill side and retaining wall on valley side	0
TYPICAL-4	2-lane with 2.5 m earthen shoulders with breast wall on hill side and W-beam crash barrier on valley side	700
TYPICAL-5	2-lane with 2.5 m with 0.6 m lined drain on hill side and retaining wall & W-beam crash barrier on valley side	500
TYPICAL-6	2-lane with 2.5 m earthen shoulder with breast wall on hill side and retaining wall & W-beam crash barrier on valley side	0
TYPICAL-7	2-lane with 2.5 m earthen with retaining wall & W-beam crash barrier on both side	0
TYPICAL-7(A)	2-lane with 2.5 m earthen with Reinforced Earth Wall on both side	0
TYPICAL-8	2-lane with 2.5 m earthen with Breast Wall on both side	2500
	Total length =	14630

Chainage (Km)		Net Length	TCS No.
From	То	(m)	TCS No.
65.200	65.500	300	3A
65.500	67.500	2000	1
67.500	68.300	800	8
68.300	69.800	1500	1
69.800	71.500	1700	8
71.500	74.250	2750	1
74.250	74.800	550	2A
74.800	75.500	700	1
75.500	76.000	500	2A
76.000	76.300	300	1
76.300	76.600	300	2
76.600	77.100	500	5
77.100	77.800	700	4
77.800	78.100	300	2A
78.100	78.600	500	2
78.600	79.600	1000	1
79.600	79.830	230	2A
Total L	ength	14630	m

3. Intersections and Grade Separators

All intersections and grade separators shall be as per Section 3 of the Manual. Existing

intersections which are deficient shall be improved to the prescribed standards.

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

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

(i) At-grade intersections

Major Intersections

SI. No.	Location of intersection (Km)	Type of intersection	Other features	Remarks		
	NIL					

Minor Intersections

SI. I	No.	Location of intersection (Km)	Type of intersection	Other features
			NIL	

(ii) Grade separated intersection with/without ramps

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

4. Road Embankment and Cut Section

- (i) Widening and improvement of the existing road embankment/cuttings and construction of new road embankment/ cuttings shall conform to the Specifications and Standards given in Section 4 of the Manual and the specified cross sectional details. Deficiencies in the plan and profile of the existing road shall be corrected.
- (ii) Raising of the existing road [Refer to provision of the relevant Manual and specify sections to be raised]

The existing road shall be raised in the following sections:

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

5. Pavement Design

- (i) Pavement design shall be carried out in accordance with provision of the relevant manual.
- (ii) Type of pavement

Flexible Pavement

(iii) Design requirements

[Refer to provision of the relevant Manual and specify design requirements and strategy]

(a) Design Period and strategy

Flexible pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum design period of 20 years. Stage construction shall not be permitted.

(b) Design Traffic

Notwithstanding anything to the contrary contained in this Agreement or the Manual. The Contractor shall design the pavement for design traffic of 20 msa.

(iv) Reconstruction of stretches

[Refer to provision of the relevant Manual and specify the stretches if any to be reconstructed.]

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

Sl.No.	Chainage		Length	Typical	Improvement
	То	From		Cross-section	
1	65.200	65.500	300	3A	Reconstruction
2	65.500	67.500	2000	1	Reconstruction
3	67.500	68.300	800	8	Reconstruction
4	68.300	69.800	1500	1	Reconstruction
5	69.800	71.500	1700	8	Reconstruction
6	71.500	74.250	2750	1	Reconstruction
7	74.250	74.800	550	2A	Reconstruction
8	74.800	75.500	700	1	Reconstruction
9	75.500	76.000	500	2A	Reconstruction
10	76.000	76.300	300	1	Reconstruction
11	76.300	76.600	300	2	Reconstruction
12	76.600	77.100	500	5	Reconstruction
13	77.100	77.800	700	4	Reconstruction
14	77.800	78.100	300	2A	Reconstruction
15	78.100	78.600	500	2	Reconstruction
16	78.600	79.600	1000	1	Reconstruction
17	79.600	79.830	230	2A	Reconstruction

6. Roadside Drainage

Drainage system including surface and subsurface drains for the Project Highway has been provided in the table given below:

RCC Covered Drain

Chainage (Km)		Net Length
From	То	(m)
76.300	76.600	300
78.100	78.600	500
	800	

RR Masonry Trapezoidal Drain

Chainage (Km)		Cido	Net Length
From	То	Side	(m)

65.200 65.500 Trapezoidal Drain in Breast Wall on Hill Side 300 65.500 67.500 Trapezoidal PCC Drain on Hill side 2000 67.500 68.300 Trapezoidal Drain in Breast Wall on Hill Side 800 68.300 69.800 Trapezoidal PCC Drain on Hill side 1500
67.500 68.300 Trapezoidal Drain in Breast Wall on Hill Side 800 68.300 69.800 Trapezoidal PCC Drain on Hill side 1500
68.300 69.800 Trapezoidal PCC Drain on Hill side 1500
· · · · · · · · · · · · · · · · · · ·
69.800 71.500 Trapezoidal Drain in Breast Wall on Hill Side 1700
71.000 74.250 Trapezoidal PCC Drain on Hill side 2750
74.250 74.800 Trapezoidal PCC Drain on both side 550
74.800 75.500 Trapezoidal PCC Drain on Hill side 700
75.500 76.000 Trapezoidal PCC Drain on both side 500
76.000 76.300 Trapezoidal PCC Drain on Hill side 300
76.600 77.100 Trapezoidal PCC Drain on Hill side 500
77.100 77.800 Trapezoidal Drain in Breast Wall on Hill Side 700
77.800 78.100 Trapezoidal PCC Drain on both side 300
78.600 79.600 Trapezoidal PCC Drain on Hill side 1000
79.600 79.830 Trapezoidal PCC Drain on both side 230
Length = 11830

7. Design of Structures

- (i) General
 - (a) All bridges culverts and structures shall be designed and constructed in accordance with provision of the relevant Manual and shall conform to the cross-sectional features and other details specified therein.
 - (b) Width of the carriageway of new bridges and structures shall be as follows:

[Refer to provision of the relevant Manual and specify the width of carriageway of new bridges and structures of more than 60 (sixty) metre length. if the carriageway width is different from 7.5 (seven point five) metres in the table below.]

SI. No. Bridge/Structure at km Width of carriageway and cross-sectional feature		Width of carriageway and cross-sectional features		
All Major and Minor Bridges shall be provided as per GAD attached.				

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

[Refer to provision of the relevant Manual and provide details of new Structures with footpath]

Sl. No.	Bridge/Structure at km	Width of carriageway and cross-sectional features
Nil		

(d) All bridges shall be high-level bridges.

[Refer to provision of the relevant Manual and state if there is any exception] (e)

The following structures shall be designed to carry utility services specified in Table below:

[Refer to provision of the relevant Manual and provide details]

SI. No. Bridge at km	Utility service to be carried	Remarks
----------------------	-------------------------------	---------

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

(ii) Culverts

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

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

[Refer to provision of the relevant Manual and provide details]

Sl. No.	Culvert Location	Span /Opening (m)	Remarks*
1.	65.595	1 X 3.0	SLAB
2.	65.825	1 X 3.0	SLAB
3.	66.125	1 X 1.5	SLAB
4.	66.345	1 X 3.0	SLAB
5.	66.490	1 X 1.5	SLAB
6.	66.770	1 X 1.5	SLAB
7.	67.115	1 X 1.5	SLAB
8.	67.310	1 X 1.5	SLAB
9.	68.055	1 X 1.5	SLAB
10.	68.200	1 X 1.5	SLAB
11.	68.365	1 X 1.5	SLAB
12.	68.445	1 X 1.5	SLAB
13.	68.605	1 X 1.5	SLAB
14.	68.855	1 X 1.5	SLAB
15.	69.010	1 X 1.5	SLAB
16.	69.220	1 X 1.5	SLAB
17.	69.425	1 X 1.5	SLAB
18.	69.485	1 X 1.5	SLAB
19.	69.710	1 X 1.5	SLAB
20.	69.965	1 X 1.5	SLAB
21.	70.425	1 X 1.5	SLAB
22.	71.300	1 X 1.5	SLAB
23.	72.045	1 X 1.5	SLAB
24.	72.780	1 X 1.5	SLAB
25.	73.050	1 X 1.5	SLAB
26.	73.405	1 X 1.5	SLAB
27.	73.545	1 X 1.5	SLAB
28.	73.680	1 X 1.5	SLAB
29.	73.795	1 X 1.5	SLAB
30.	73.940	1 X 1.5	SLAB
31.	74.045	1 X 1.5	SLAB
32.	74.185	1 X 1.5	SLAB
33.	74.525	1 X 1.5	SLAB
34.	75.000	1 X 2.0	SLAB
35.	75.295	1 X 1.5	SLAB
36.	75.390	1 X 1.5	SLAB
37.	75.550	1 X 1.5	SLAB

Sl. No.	Culvert Location	Span /Opening (m)	Remarks*
38.	75.780	1 X 1.5	SLAB
39.	76.090	1 X 1.5	SLAB
40.	76.185	1 X 1.5	SLAB
41.	76.580	1 X 1.5	SLAB
42.	76.710	1 X 1.5	SLAB
43.	76.895	1 X 1.5	SLAB
44.	76.995	1 X 1.5	SLAB
45.	77.135	1 X 1.5	SLAB
46.	77.200	1 X 3.0	SLAB
47.	77.415	1 X 1.5	SLAB
48.	77.525	1 X 3.0	SLAB
49.	77.655	1 X 1.5	SLAB
50.	77.785	1 X 3.0	SLAB
51.	77.980	1 X 1.5	SLAB
52.	78.425	1 X 5.0	SLAB
53.	78.565	1 X 1.5	SLAB
54.	78.930	1 X 1.5	SLAB
55.	79.155	1 X 1.5	SLAB
56.	79.310	1 X 1.5	SLAB
57.	79.375	1 X 1.5	SLAB
58.	79.450	1 X 1.5	SLAB
59.	79.565	1 X 1.5	SLAB
60.	79.705	1 X 1.5	SLAB

^{*[}Specify modifications, if any, required in the road level, etc.]

(c) Widening of existing culverts:

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

SI. No.	Culvert location	Type, span, height and width of existing culvert (m)	Repairs to be carried out [specify]
1.	66.990	1 X 1.4	SLAB
2.	67.070	1 X 1.1	SLAB
3.	67.235	1 X 1.2	SLAB
4.	67.705	1 X 1.2	SLAB
5.	68.290	1 X 4.3	SLAB
6.	69.105	1 X 1.5	SLAB
7.	70.780	1 X 1.3	SLAB
8.	72.305	1 X 1.3	SLAB
9.	74.785	1 X 1.2	SLAB
10.	74.885	1 X 1.0	SLAB
11.	75.235	1 X 1.0	SLAB
12.	78.630	1 X 1.3	SLAB
13.	78.795	1 X 1.3	SLAB

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

SI. No.	Culvert Location	Span /Opening (m)	Remarks*
1.	65.500	1 X 1.5	SLAB
2.	67.490	1 X 1.5	SLAB
3.	67.950	1 X 1.5	SLAB
4.	69.815	1 X 1.5	SLAB
5.	70.165	1 X 1.5	SLAB
6.	70.555	1 X 1.5	SLAB
7.	70.930	1 X 1.5	SLAB
8.	71.750	1 X 1.5	SLAB
9.	72.410	1 X 1.5	SLAB
10.	72.585	1 X 1.5	SLAB
11.	73.145	1 X 1.5	SLAB
12.	73.250	1 X 1.5	SLAB
13.	74.415	1 X 1.5	SLAB
14.	74.685	1 X 1.5	SLAB
15.	75.900	1 X 1.5	SLAB
16.	76.330	1 X 1.5	SLAB
17.	76.460	1 X 1.5	SLAB
18.	78.175	1 X 1.5	SLAB

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

[Refer provision of the relevant Manual and provide details]

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

- (f) Floor protection works shall be as specified in the relevant IRC Codes and Specifications.
- (iii) Bridges
- (a) Existing bridges to be re-constructed/widened
 - [(i) The existing bridges at the following locations shall be re-constructed as new Structures]

[Refer provision of the relevant Manual and provide details]

SI.	Bridge location	Salient details of existing bridge		Adequacy or otherwise	
No.	(km)	Type of Structures	Span Arrangement and Total Vent way (No. x Length) (m)	of the existing waterway, vertical clearance etc.*	Remarks
	Nil				

(ii) The following narrow bridges shall be widened:

SI. No.	Location (km)	Existing width (m)	Extent of widening (m)	Cross-section at deck level for widening @
	Nil			

(b) Additional new bridges

[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.

SI. No.	Location (km)	Total Length (m)	Remarks. If any
		Nil	

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

[Refer provision of the relevant Manual and provide details:]

Sl. No.	Location at km	Remarks
Nil		il

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

[Refer to provision of the relevant Manual and provide details]

SI. No.	Location at km	Remarks
	N	il

(e) Drainage system for bridge decks

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

(f) Structures in marine environment

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

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

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

SI. No.	Location of Level crossing (Chainage km)	Length of bridge (m)	
Nil			

(c) Road under-bridges

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

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

(v) Grade separated structures

[Refer provision of the relevant Manual]

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

(vi) Repairs and strengthening of bridges and structures

[Refer to provision of the relevant Manual and provide details]

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

(a) Bridges

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

(b) ROB / RUB

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

(c) Overpasses/Underpasses and other structures

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

(vii) List of Major Bridges and Structures

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

SI. No.	Location (Km)
	Nil

8. Traffic Control Devices and Road Safety Works

(i) Traffic control devices and road safety works shall be provided in accordance with provisions of relevant Manual.

Sl. No	Traffic Signage, Road Marking and other appurtenances	unit	Quantity
1	Total No of Street Light=	Nos	120
2	Kilometre stones=	Nos	5
3	5th Kilometre stones=	Nos	1
4	Boundary Stones=	Nos	28
5	Delineators (100 cm long and circular shaped) + Hazard marker =	Nos	156

SI. No	Traffic Signage, Road Marking and other appurtenances	unit	Quantity
6	Road Stud=	Nos	
7	900 mm Octagonal	Nos	87
8	600 mm circular	Nos	82
9	900 mm Triangular	Nos	125
10	800 mm x 600 mm rectangular	Nos	
11	500x600 Rectangular (Chevron)	Nos	
12	450 mm x 600 mm rectangular	Nos	
13	Direction Sign < 0.9 sqm	sqm	
14	Direction Sign > 0.9 sqm	sqm	
15	Convex Mirror for Blind Curve	Nos	
16	Object Hazard Marker (one way)	Nos	76

(ii) Specifications of the reflective sheeting. [Refer to provision of relevant Manual and specify]

9. Roadside Furniture

- (i) Roadside furniture shall be provided in accordance with article 8(i) of this schedule.
- (ii) Overhead traffic signs: location and size

Sl. No. Location (Km)		Size	
1	At Longpi Kajui (Ch. 73+000 km)	16 m X 1.2 m (Double Pole)	

10. Compulsory Afforestation

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

11. Hazardous Locations

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

a) Breast Wall

Chainage		C:do	Not I on oth (m)	
From (m)	To (m)	Side	Net Length (m)	
65.200	65.500	Hill	300	
67.500	68.300	Hill	800	
69.800	71.500	Hill	1700	
72.000	74.800	Hill	2800	
77.100	77.800	Hill	700	
	Total =		6300 m	

b) Retaining Wall

Chainage From (m) To (m)		Side	Not Longth (m)
		Side	Net Length (m)
To	otal Net Length =		0 m

c) W-Beam Crash Barrier

Chainage		Cido	Not Longth (m)	
From (m)	To (m)	Side	Net Length (m)	
65.500	67.500	Valley	2000	
68.800	69.800	Valley	1000	
71.500	73.000	Valley	1500	
74.800	75.500	Valley	700	

Chainage		Sido	Not Longth (m)	
From (m)	To (m)	Side	Net Length (m)	
76.000	76.300	Valley	300	
78.600	79.600	Valley	1000	
	Total Net Length =		6500 m	

12. Special Requirement for Hill Roads

[Refer to the provision of relevant Manual and provide details where relevant and required.]

13. Change of Scope

The length of Structures and bridges specified here in above 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-B1)

 The shifting of utilities and felling of trees shall be carried out by the concerned department. The cost of the same shall be borne by the concerned department. 		

Schedule - C

(See Clause 2.1)

Project Facilities

1. Project Facilities

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

- (a) Toll plaza[s]
- (b) Roadside furniture;
- (c) Pedestrian facilities;
- (d) Truck Lay byes;
- (e) Bus-bays and passenger shelters;
- (f) Rest areas; and
- (g) Others to be specified

2. Description of Project Facilities

Each of the Project Facilities is described below:

a) Toll Plaza: -

Sl. No.	Design Chainage (km)	Name of the Place
	Nil	

b) Roadside furniture: -

Sl. No.	Description	Location	Design Standard
1	Traffic sign & pavement marking	Entire Length (As per Schedule B)	As per Manual
2	Km Stone, 5th kilometre stone	Entire Length	As per Manual
3	Boundary Stone	Entire Length	As per Manual
4	Roadside Delineator, marker & Road Stud	As per Schedule B	As per Manual
5	Metal beam crash barrier	As per Schedule B	As per Manual

C) Pedestrian Facility:-

Pedestrian facilities in the form of foot path shall be provided in the built up area (refer typical cross – section drawing). Pedestrian facilities shall be provided at the locations of urban sections in order to ensure safety of pedestrians while crossing in consultation with NHIDCL.

d) Truck Lay bye:-

Sl. No. Truck lay bye Chainage (Both Side)		Name of the Place	
	Nil		

e) Bus Bay & Passenger shelter: -

SI. No.	Project Facility	Location (km)	Design Requirements	Other Essential Details
1	Bus shelter	75.236 (Left side)	Bus shelter have been placed on one side of proposed roadway	Dimension of Passenger Shelter (L X B = 5.0 m X 3.0 m)

f) Rest Areas

SI. No.	Rest Area Chainage	Name of the Place
	Nil	

g) Others to be specified

Street Lighting:

Total 120 Nos. Street lighting shall be provided in junction and passenger shelters locations. 1 no of toilet has been proposed near the bus shelter.

Note: Provide adequate details of each Project Facility to ensure their design and completion in accordance with the project-specific requirements and the provisions of the Manual.

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 Lanning of Highways (IRC: SP: 73-2015), referred to herein as the Manual]

[Note: Specify the relevant Manual, Specifications and Standards]

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-Lanning of Highways (IRC:SP:73-2015)], referred to as the Manual, and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Authority's Engineer.

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

ltem	Manual Clause Reference		Provision as p			Modified Pro	ovision					
		Mountainous Ter	<u>rain</u>				Mountainous Ter	rrain_				
		Towns of Continu			of Shoulder	(m)	Towns of Continu		Width of	Shoulder (m)	r (m)	
		Type of Section		Paved	Earthen	Total	Type of Section		Paved	Earthen	To	
		Open Country	Hill Side	1.5	-	1.5	Open Country	Hill Side	-	-		
Shoulder	2.6	with Isolated Built-up Area	Valley Side	1.5	1	2.5	with Isolated Built-up Area	Valley Side	-	Up to 2.5 m		
Shoulder	2.0	Built-up Area and Approaches to grade separated structures/	Hill Side	0.25 m + 1.5 m (Raised)	-	1.75	Built-up Area and Approaches to grade separated structures/	Hill Side	-	-		
		bridges	Valley Side	0.25 m + 1.5 m (Raised)	-	1.75	bridges	Valley Side	-	-		
		Mountainous Terrain:					Mountainous Terrain:					
Design Speed	2.2	Ruling : 60 Kmph					Design Speed follo design speed has constraints and to EROW.	been reduced t	to 20 kmph d	lue to site		
		Minimum : 40 Km	oh				(Refer Horizontal	Alignment Dra	wing and Ta	ble 1.1 below)		
		Extra Widening has been proposed as per IRC: SP: 73-2015				j	Extra Widening has been proposed as per IRC: SP: 48-1998 (Table 6.9) of Hill Road Manual.					
Extra	2.7	Radius	Extra Widening				Radius	Extra Widening				
Widening	2.7	75-100 m	0.9 m				21-40 m	1.5 m				
		101-300 m	0.6 m	1			41-60 m	1.2 m	1			
			•	•			61-100 m	0.9 m			1	

Item	Manual Clause Reference	Provision as per Manual	Modified Provision				
			75-100 m	0.9 m			
			101-300 m	0.6 m			
			Above 300 m	NIL			
Radii of Horizontal Curve	2.9.4	Mountainous Terrain: Desirable Minimum Radius: 150 m Absolute Minimum Radius: 75 m	Radius below 75 n in table 1.	n has been pro	vided in the location listed		

Table 1.1: Locations where Design Speed is less than 40 kmph

SI. No.	Stretch (from km to km)	Type of Deficiency	Remarks (Design Speed in kmph)
1.	66979.105	Built-up	20.000

Table 1.2: Locations where Radii of Horizontal Curve is less than 75 m

SI. No.	HIP NO.	Chainage	RADIUS
1	1240	66979.105	30.000
2	1275	68846.284	40.000
3	1279	69039.272	40.000
4	1287	69439.019	40.000
5	1321	73462.809	40.000
6	1325	73579.085	40.000
7	1353	75125.677	40.000
8	1357	75271.097	40.000
9	1373	76325.71	40.000
10	1377	76420.821	40.000
11	1385	76856.169	50.000
12	1409	78573.923	40.000
13	1421	79187.179	40.000

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

Schedule - E

(See Clauses 2.1 and 14.2)

Maintenance Requirements

1. Maintenance Requirements

- (i) The Contractor shall, at all times maintain the Project Highway in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.
- (ii) The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule-E within the time limit specified therein and any failure in this behalf shall constitute non-fulfilment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reduction in monthly lump sum payment as set forth in Clause 14.6 of this Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.
- (iii) All Materials, works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where the specifications for awork 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. Suchadditional 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 orrisk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimizing suchdanger.

6. Daily inspection by the Contractor

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

7. Pre-monsoon inspection / Post-monsoon inspection

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

8. Repairs on account of natural calamities

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

Annex – I

(Schedule-E) Repair/rectification of Defects and deficiencies

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

Table -1: Maintenance Criteria for Pavements:

	Level of Servi (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
Perform ance Paramet er Asset Type	Desirable Accepta ble				

		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
	Perform ance Paramet er	Desira ble	Accepta ble					
sofGrade structure, approache s of connecting roads, slip roads, lay byes etc. as		Nil	< 5 % subject to limit of 0.5 sqm for any 50 m length	Daily			7-15 days	MORT&H Specificatio n 3004.3

applicable					
)					
			< 5 mm		
	Rutting	Nil		Daily	Straight Edge
	Corrugatio				
	ns and Shoving		< 0.1 % of area		Length Measuremen t Unit like
		Nil		Daily	

				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
	Perform ance Paramet er	Desira ble	Accepta ble					
Asset Type	Bleeding	Nil	< 1 % of area	Daily	Scale, Tape, odometer etc.		3-7 days	MORT&H Specificatio n 3004.4
	Ravelling		< 1 % of area				7-15 days	IRC:82- 2015 read with IRC SP 81

Stripping	Nil		Daily
		< 1 m for	
		any 100 m section	
		and width	
		<	
		0.1 m at	
		any	
		location,	
Edge		restricte	
Deformati on/		restricte	
Breaking			
	N:1		Doily
	Nil		Daily

			of Service OS)	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
	Perform ance Paramet er	Desirable	Accepta ble					
Asset Type			d to 30 cm from the edge					
	Roughness BI	2000 mm/km	2400 mm/km	Bi- Annuall y	Class I Profilometer	Class I Profilometer : ASTM E950 (98)	180 days	IRC:82- 2015
	Skid			Bi- Annuall y	SCRIM (Sideway-	:2004 –Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference	180	

Number		50SN		force	ASTM E1656 -94: 2000- Standard Guide for	days	BS: 7941-1:
	COGN			Coefficient	Classification of Automatic Pavement		2006
	60SN				Condition Survey Equipment		2006
				Investigation			
				Machine or			
				equivalent)			
Pavement			Bi-				IRC:82-
Condition			Annuall				2015
Index	3	2.1	У			180	2013
	3	∠.1				days	
						uays	

				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
	Perform ance Paramet er	Desirable	Accepta ble					
Asset Type	Other Pavement Distresses			Bi- Annuall y			2-7 days	IRC:82- 2015
	Deflection/ Remaining Life			Annual ly	Falling Weight Deflectomete r	IRC 115: 2014	180 days	IRC:115- 2014

Rigid Pavement (Pavement of MCW		2200m m/km	2400mm /km	Bi- Annuall y	Class l Profilometer	ASTM E950 (98) :2004 and ASTM E1656 - 94: 2000	180 days	IRC:SP:83- 2008
Service Road, Grade structure,	Skid	Skid Resistanc different speed of		Bi- Annuall y	SCRIM (Sideway- force	IRC:SP:83-2008	180 days	IRC:SP:83- 2008

		1		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
	Perform ance Paramet er	Desirable	Accepta ble					
Asset Type approach es of		Minimum SN	Traffic Speed (Km/h)		Coefficient Routine Investigation Machine or equivalent)			
connectin g		36	50					
slip roads, lay byes etc. as		33	65					
applicabl e)		32	80					

31	95			
31	110			

			of Service OS)	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
Asset Type	Perform ance Paramet er	Desirable	Accepta ble					
	Edge drop							MORT&H
	at shoulders	Nil	40m m	Daily			7-15 days	Specificatio n 408.4

Embankm	Slope of camber/c ross fall	Nil	<2% variation in prescrib ed slope of camber /cross fall	Daily			7-15 days	MORT&H Specificatio n 408.4
ent/ Slope	Embankme nt Slopes	Nil	<15 % variation in prescribe	Daily	Length Measuremen t Unit like Scale, Tape, odometer etc.	IRC	7-15 days	MORT&H Specificatio n 408.4

			of Service OS)	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
	Perform ance Paramet er	Desirable	Accepta ble					
Asset Type			slope					
	Embankme nt Protection	Nil	Nil	Daily	N A		7-15 days	MORT&H Specification

	Rain Cuts, Gullies in slope		Nil	Daily Speciall y During Rainy Season				7-15 days	MORT&H Specification
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In addition to theabove performance criterion, the contractor shall strictly maintain the rigid pavements as per requirements in the following table Table -2:

Maintenance Criteria for Rigid Pavements:

					Repair Action					
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2				
	CRACKING									
			0	Nil, not discernible						
			1	w < 0.2 mm. hair cracks	No Action	Not applicable				
	Single Discrete	w = width of crack L = length of crack d =	9	w = 0.2 - 0.5 mm, discernible from slow-moving car		Seal, and stitch if $L >$				

	Cracks No.	depth of crack D = depth of slab				lm.
1	intersecting with an joint	*	3	w = 0.5 - 1.5 mm, discernible from fast-moving car	Seal without delay	Within 7days

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

2	intersecting with one or	= length of crack d = depth of crack D = depth of slab	w = 0.5 - 3.0 mm, discernible from fast vehicle	Route, seal and stitch, if $L > 1$ m.	
				Within 7 days	

					Repair Action	
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2
			4	w = 3.0 - 6.0 mm		Full Depth Repair Dismantle and reconstructaffected.
				w > 6 mm, usually associated with spalling, and/or slab rocking under traffic	Not Applicable, as it may be full	Portion with norms and specifications - See Para 5.5 & 9.2 Within 15days
			0	Nil, not discernible	No Action	

	Crack intersecting	w = width of crack L = length of crack d = depth of crack D =		w < 0.5 mm, discernable from slow moving vehicle	Sour with opony, in E	Staple or dowel bar retrofit.
3	joints	depth of slab	1		Within 7 days	Within 15days

					Repair Action	
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2
				w = 0.5 - 3.0 mm, discernible from fast vehicle	Route seal and stitch, if L > 1 m.	-
					Within 15 days	
					Staple, if $L > 1$ m.	
			3	w = 3.0 - 6.0 mm	Within 15 days	
			1 1	w = 6.0 - 12.0 mm, usually associated with spalling		Partial Depth Repair with stapling.
						Within 15 days

			Not Applicable, as it may be full		
		w > 12 mm, usually associated with spalling, and/or slab rocking under traffic	depth	Full Depth Dismantle reconstruct portion as per r and specificati	

					Repair Action		
S.No. Ty	Type of Distress	Measured Parameter	Degree of	Assessment Rating	For the case d < D/2	For the case d > D/2	
						See Para 5.6.4	
						Within 15 days	
			0	Nil, not discernible	No Action		
			1	w < 0.2 mm, hair cracks	Seal, and stitch if $L > 1$ m.		
			1 7	w = 0.2 - 0.5 mm. discernible from slow vehicle	Within 15 days	-	
				w = 0.5 - 3.0 mm, discernible from fast vehicle			

Multiple Cracks intersecting with one or more joints	4	w = 3.0 - 6.0 mm panel broken into 2 or 3 pieces	a	1
			30 days	5 WILIIII
	5	w > 6 mm and/or panel broken		

					Repair Action	
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2
				into more than 4 pieces		
			0	Nil, not discernible	No Action	-
			1	w < 0.5 mm; only 1 corner broken		Seal with epoxy seal
				w < 1.5 mm; $L < 0.6$ m, only one corner broken	secure broken parts	with epoxy Within 7days
			1 3	w < 1.5 mm; $L < 0.6$ m, two corners broken		

5	Corner Break	w = width of crack L = length of crack		w > 1.5 mm; $L > 0.6$ m or three corners broken	Partial Depth (Refer Figure 8.3 of	Full depth repair
			5	ree or four corners broken	·	Reinstate sub-base, and reconstruct the

					Repair Action		
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2	
						slab as per norms and specifications within 30days	
			0	Nil, not discernible		No Action	
			1	w < 0.5 mm; L < 3 m/m ²		Seal with low viscosity epoxy to	
			2	either $w > 0.5$ mm or $L < 3$ m/m ²		secure broken parts. Within 15days	
	Punchout (Applicable to Continuous Reinforced Concrete Pavement		3	$w > 1.5 \ mm$ and $L < 3 \ m/m^2$			

6	only)	w = width of crack L = length (m/m2)	А	deformation	be full depth	Full depth repair - Cu out and replace damaged area taking
				w > 3 mm, $L > 3$ m/m ² and deformation		care not to damage reinforcement.
			5			Within 30days

					Repair Action			
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2		
	Surface Defects							
					Short Term	Long Term		
			0	Nil, not discernible	No action.			
			1		Local repair of areas damaged			
		r = area damaged surface/total surface			and liable to be damaged.			
	Ravelling or	of slab (%) h =	2	r = 2 - 10 %				

7	 maximum depth of damage			Within 15 days	Not Applicable
		3	r = 10-25%	Bonded Inlay, 2 or 3 slabs if	
		4	r = 25 - 50 %	affecting.	

					Repair Action	
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2
					Within 30 days	
			5	r > 50% and $h > 25$ mm	Reconstruct slabs, 4 or more slabs ifaffecting.	
					Within 30 days	
					Short Term	Long Term
			0	Nil, not discernible	No action.	
		r = damaged				

		surface/total surface of slab (%) h =			Local repair of areas damaged	
8	Scaling	maximum depth of				
		damage	2	r = 2 - 10 %	and liable to be damaged.	Not Applicable
					Within 7days	

					Repair Action	
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2
			3	r = 10 - 20%	Bonded Inlay within 15 days	
			4	r = 20 - 30 %		
			5	r > 30 % and $h > 25 mm$	Reconstruct slab within 30 days	
			0			
			1	t > 1 mm	No action.	

		2 '	t = 1 - 0.6 mm		
9	sand patch test				Not Applicable
9					Not Applicable
				Monitor rate of deterioration	f
		3	t = 0.6 - 0.3 mm	deterioration	
				-	
		4	t = 0.3 - 0.1 mm		

					Repair Action	
S.No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	For the case d < D/2	For the case d > D/2
					Diamond Grinding is affecting	f
					50% or more slabs in a	
			5		continuous stretch of minimum	
					5 km.	
					Within 30 days	

			0	$d < 50$ mm; $h < 25$ mm; $n < 1$ per 5 m^2	No action.	
	Popout (Small Hole), Pothole Refer Para 8.4				Partial depth repair 65 mm deep.	
10		maximumdepth	2	$d = 50 - 100 \text{ mm}; h > 50 \text{ mm}; n < 1$ per 5 m^2	Within 15 days	Not Applicable

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

Joint Defects							
				Short Term	Long Term		
		0	Difficult to discern.	No action.			
		1	Discernible, L< 25% but of little immediate consequence with regard to ingress of water or trapping incompressible material.				
	loss or damage L = Length as % total		Notable. L > 25% insufficient protection against ingress of water and trapping				

11	Joint Seal Defects	joint length	3	incompressible material.	Within 7 days	
						Not Applicable
					Clean, widen and reseal the joint. Within 7 days	

				and trapping incompressible material.		
			0	Nil, not discernible	No action.	
			1		Apply low viscosity epoxy resin/mortar in crackedportion.	
			2	w = 10 - 20 mm, L < 25%	Within 7 days	
			3	w = 20 - 40 mm, L > 25%	Partial Depth Repair. Within 15 days	
		w = width on either side of the joint L =	4	w = 40 - 80 mm, L > 25%	30 - 50 mm deep, h = w + 20% of w, within $30 days$	
12 Spalli n	1	length of spalled portion (as % joint length)			50 - 100 mm deep repair. H = w + 20% of w.	Not Applicable

			5	w > 80 mm, and L > 25%	Within 30 days	
13	Faulting (or Stepping)	f = difference of level	0	not discernible, < 1 mm	No action.	No action.

in Cracks or Joints				
	1	f < 3 mm		
	2		Determine cause and observe, take action for diamondgrinding	Replace the slab as appropriate.
	3	f = 6 - 12 mm	Diamond Grinding	Within 30days
	4	f= 12 - 18 mm	Raise sunken slab.	
			Strengthen subgrade and sub-base by grouting and	Replace the slab as appropriate.
	5	f> 18 mm	raising sunken slab	Within 30days
			Short Term	Long Term
	0	Nil, not discernible		

	h = vertical displacement from		h < 6 mm	No Action		
14	Blowup or Buckling	normal profile	2	h = 6 - 12 mm	Install Signs to Warn Traffic	

				within 7 days	
		3	h = 12 - 25 mm		
				Full Depth Repair.	
		4	h > 25 mm	Within 30 days	
		5	shattered slabs, ie 4 or more pieces	Replace broken slabs.	
				Within 30 days	
		0	Not discernible, h < 5 mm		
		1	h = 5 - 15 mm	No action.	
	h = negative vertical displacement from	2	h = 15-30 mm, Nos <20% joints	Install Signs to Warn Traffic	

		normal profile L			within 7 days	
15	Depression	=length	3	h = 30 - 50 mm		Not Applicable
			4	h > 50 mm or > 20% joints	Strengthen subgrade.	
					Reinstatepavement atnormallevel	

					if $L < 20 \text{ m}$.	
			5	h > 100 mm	Within 30 days	
				Not discernible. h < 5 mm	Short Term	Long Term
			0		No action.	
			1	h = 5 - 15 mm	Follow up.	
			2	h = 15 - 30 mm, Nos <20% joints	InstallSignstoWarn Traffic	
		h = positive vertical displacement from normal profile.		h = 30 - 50 mm	within 7 days	
16	Heave	L = length	4	h > 50 mm or > 20% joints	Stabilise subgrade. Reinstate	scrabble

			5	h > 100 mm	pavement at normal level if length < 20 m. Within 30 days	
17	Bump	h = vertical	0	h < 4 mm	No action	

		displacement from normal profile			Grind, in case of new construction within 7 days	Construction Limit for New
			1	h = 4 - 7 mm		Construction.
			3		Grind, in case of ongoing Maintenance	Replace in case of new construction.
			3	H = 7 - 13 mm	within 15 days	Within 30days
					Full Depth Repair.	Full Depth Repair.
			5	h > 15 mm	Within 30 days	Within 30days
				Nil, not discernible	Short Term	Long Term
			0	< 3mm	No action.	
			1	f = 3 - 10 mm		

	Lane to $f = difference of level$			Spot repair of shoulder	
18	Shoulder Dropoff	2	f = 10 - 25 mm	within 7 days	
		3	f = 25 - 50 mm	Fill up shoulder	

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

19	Pumping	Nos/100 m stretch		Repair distressed pavement sections. Strengthen subgrade and subbase. Replace slab.
				Within 30 days

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

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

Asset Type	Performance Parameter			Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards	
		safe stop	CSP:84-2014, a noping sight distance throughout.			Manual Measurement s with Odometer along with video/ image	Removal of obstr hours, in case of sig temporary objects temporary encroach	ght line affected by such as trees,	IRC:SP 84-2014
Highway	Availability of Safe Sight Distance	Design Speed, kmph	Desirable MinimumSight Distance (m)	Safe Stoppin g Sight Distance (m)	Monthly	backup	In case of perma design deficiency: Removal obstruction/improv deficiency at the ea Speed Restruction traffic consuction as transver blinkers, etc. shall be	of ement of rliest riction boards and alming measures se bar marking,	
		100	36 0	1 8			the period of rectifi		

	80	26 0	1 3 0					
					Visual	Re - painting	Cat-1 Defect –	IRC:35-
Pavement Marking	<70% of	marking remainin	g	A 11	Assessment as per Annexure-F of IRC:35-2015		within 24 hours Cat-2 Defect within 2 months	2015

Asset Type	Performance Parameter	Le	vel of Service (LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
	Day time Visibility	Ce 130mcd/m	tuminous Road -	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
			Minimum Performance for reflectivity during : (RL) Retro Reflectivity (mcd/m²/lux)		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

[Initial	Minimum			
		(7 days)	Threshold level			
			(TL) & warranty			
Night Time Visibility			period required up to 2 years	Bi-Annually		
	U	200	80			
	p					
	t					
	o 6					
	5					
	6	250	120			
1	5					
	1					
	0					
	0					
	A	350	150			
	b					
	0					
	v e					
	1					
	0					

0		
Initialand Minimum Performancefor		
Night Visibility under wet condition (Retro reflectivity):		

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
		Initial 7 days Retro reflectivity: 100 mcd/m²/lux					
		Minimum Threshold Level: 50					
		mcd/m²/lux					
		Initial and Minimum performance for Skid Resistance:		As per		Within 24 hours	IRC:35-2015
		Initial (7days): 55BPN Min. Threshold: 44BPN		Annexure-G of IRC:35-2015			
	Skid	*Note: shall be considered under urban/city traffic condition encompassing the locations like pedestrian crossings, bus bay, bus stop,					
	Resistance	cycle track intersection delineation, transversebarmarkings	Bi-Annually				
		etc					

				Visual with	Improvement of		IRC:67-2012
				video/image	shape, in case if		
				backup	shape is	48 hours in case	
						of Mandatory	
					damaged.	Signs, Cautionary	
						and Informatory	
						Signs (Single and	
		Shape and Position as per IRC:67-2012.				Dual post signs)	
		Shape and Fosition as per fixe. or 2012.			Relocation as per		
		Signboard should be clearly visible for			requirement		
	Shape and	the design speed of the section.				15 Days in case of	
	Position		Daily			Gantry/Cantileve	
Road						Gaintry/Cantineve	
Signs						r Sign boards	
	Retro	As per specifications in IRC:67-2012	Bi-Annually	Testing of	hange of	48 hours in case	RC:67-2012
	reflectivity	As per specifications in IRC.07-2012	Di-Ailliually	each		of Mandatory	
					ignboard		

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
				signboard using Retro Reflectivity Measuring Device. In accordance with ASTM D 4956-09.		Signs, Cautionary and Informatory Signs (Single and Dual post signs) 1 Month in case of Gantry/Cantilev er Sign boards	
	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	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
	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

		Functionality: Functioning of guardrail as intended	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:SP:84- 2014
Other Road Furnitur e	Traffic Safety Barriers	Functionality: Functioning of Safety Barriers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84- 2014, IRC:119- 2015
		<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 Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
	Traffic Safety Barriers			backup			IRC:119- 2015
	Attenuators	<u>Functionality:</u> Functioning of Attenuators as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP-2014, IRC:119- 2015
	Guard Posts and Delineators	Functionality: Functioning of Guard Posts and Delineators as intended	Daily	Visual with video/image backup	Rectificatio n	Within 15 days	IRC: 79 -
		Overhead sign structure shall be structurally adequate	Daily	Visual with video/image backup	Rectification	Within 15 days	IRC:67-2012
	Traffic Blinkers	<u>Functionality:</u> Functioning of Traffic Blinkers as intended	Daily	Visual with video/image backup	Rectification	Within 7 days	IRC:SP:84- 2014
		Illumination: Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be measured with luxmeter	1	24 hours	IRC:SP:84- 2014

	Highway Lights	No major failure in the lighting system	Daily	-	Rectification of failure	IRC:SP:84- 2014
		No minor failure in the lighting system	Monthly	-	Rectification of failure	IRC:SP:84- 2014
Highway Lighting System	Toll Plaza Canopy Lights	Minimum 40 Lux illumination on the road surface	Daily	The illumination level shall be measured with luxmeter	. •	IRC:SP:84- 2014
		No major/minor failure in the lighting system	Daily		Rectification of failure	IRC:SP:84- 2014

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
	Obstruction in a minimum head-room of 5.5 m above carriageway or obstruction in visibility of			Visual with video/image backup	Removal of trees	Immediate	IRC:SP:84- 2014
	road signs	No obstruction due to trees	Monthly				
Plantatio n including	in health of trees and bushes	Health of plantation shall be as per requirement of specifications & instructions issued by Authority from time to time		Visual with video/image backup	Timely watering and treatment. Or Replacement of Trees and Bushes.		IRC:SP:84- 2014
		Sight line shall be free from obstruction by vegetation	Daily	Visual with video/image backup	Removal of Trees	Immediate	IRC:SP 84- 2014
	Cleaning of toilets	-	Daily	-	-	Every 4 hours	

		Defects in			-	Rectification	24 hours	
		electrical,						
Re	est	water and						
Ar	eas	sanitary						
		installations	-	Daily				

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
Other				-	Rectification	15 days	IRC:SP 84
Project Facilities and	Damage or deterioration in Approach Roads, pedestrian facilities, truck lay-bys, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical		Daily				2014
Approac	Aid Posts and of	ther works					
h roads							

Asset Type	Performanc 6 Parameter	Level of Service (LOS)	Frequency of Measuremen t	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
			a c	recording of depth of silting and area of	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.	before onset of monsoon and within 30	IRC 5-2015, IRC SP:40- 1993 and IRC SP:13- 2004
	expansion	No leakage through expansion joints	Bi-Annually	Physical inspection of expansion joints as per IRC SP: 35- 1990 if any, for leakage strains on walls at joints.	Fixing with sealant suitably	30 days or before onset of rains whichever comes earlier	IRC SP:40- 1993 and IRC SP:69-2011
Pipe/box/slab		Spalling of concrete not more than 0.25 sqm Delamination of concrete not more					

culverts		than 0.25 sq.m.		Detailed inspe	ction			IRC SP 40-
	Structurall y sound	Cracks wider than 0.3 mm not more than 1m aggregate length	Bi-Annually	of all component culvert as per SP:35-1990 and recording defects	IRC	Repairs to spallin cracking, delamination rusting shall be followed a per IRC:SP:40-1993.	,	1993 and MORTH Specification s clause 2800

	Protection works in	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		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
	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.

Bridge -Super Structure	User safety (condition of crash barrier and guard rail)	No damaged or missing stretch of crash barrier or pedestrian hand railing		Visual inspection and detailed condition survey as per IRC SP: 35-1990.	Repairs and replacement of safety barriers as the case may be	3days	IRC: 5-1998, IRC SP: 84- 2014 and IRC SP: 40- 1993.
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	concrete	Not more than 0.25 sq.m Not more than 0.50 sq.m Not more than 0.50 sq.m	Bi- Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied withanticorrosive coating before carrying out the repairs to affected concrete portion with epoxy mortar / concrete.	15 days	IRC SP: 40- 1993 and MORTH Specificatio n 1600.
,	Cracks wider than 0.30 mm	Not more than 1m total length	Bi-Annually	Detailed condition survey as per 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	1 months	MORTH specifications 2600 & 2700.

				drainage spouts		
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				
moving trucks	Frequency of vibrations shall not be more than 5 Hz		motore	Strengthening of structure	4 months	AASHTO LRFD specifications
Leakage in	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		Detailed condition survey as per IRC SP:35-1990 using Mobile Bridge	Replace of seal		MORTH specifications

joints	copper strip joint.	Bi-Annually	Inspection Unit	expansion joint	15 days	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-
	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/sp alling of concrete/ rusted steel	No cracks, spalling of concrete and rusted steel	Bi-Annually	Detailed condition survey as per IRC SP: 35-1990 using Mobile Bridge Inspection Unit	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 specificatio n 2810 and IRC SP: 40- 199.
Bridge Foundations	Scouring around foundatio ns	Scouring shall not be lower than maximum scour level for the bridge	Bi-Annually	Condition survey and visual inspection as per IRC SP:35-1990 using Mobile Bridge Inspection Unit. In case of doubt, use Underwater camera for inspection of deep wells in major	Suitable protection works around pier/abutment	1 month	IRC SP: 40- 1993, IRC 83-2014, MORTH specificatio n 2500

				Rivers.			
•	Protectio n 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 observatio n or2	IRC: SP 40- 1993 and IRC:SP:13- 2004.

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

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

Table 4: Maintenance Criteria for Structures and Culverts:

Table 5: Maintenance Criteria for Hill Roads

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

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

A. Flexible Pavement

	Nature of Defect or deficiency	Time limit for repair/ rectification
(b)	Granular earth shoulders, side slopes, drains and cu	lverts
(i)	Variation by more than 1 % in the prescribed slope of camber/cross fall (shall not be less than the camber on the maincarriageway)	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 signand pavemen	nt 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	1
(i)	Any major failure of the system	24 (twenty four) hours
(ii)	Faults and minor failures	8 (eight) hours 213

(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 AidPosts, Medical AidPosts] 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
Brid	ges	
(a)	Superstructure	

(i)	Any damage, cracks, spalling/ scaling	within 48 (forty eight) hours
	Temporary measures	within 15 (fifteen) days or as
	Permanent measures	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) ofbridges	
(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,	30 (thirty) days 215

	pitching, apron, toes, floor or guide bunds	
(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 beforeissuing 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)

Annex-I : Form of Bank Guarantee [Performance Security/Additional Performance Security]

To.

Performance Security.

•	ging Director, NHIDCL, nal Highways & Infrastructure Development Corporation Ltd.
(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 "Name of Work" (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 Maintenance Period} (as defined in the Agreement) in a sum of Rs cr. (Rupees crore) (the "Guarantee Amount").
(C)	We, (the "Bank") have

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

agreed to furnish this bank guarantee (hereinafter called the "Guarantee") by way of

- 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.
- 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 Ltd., that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
- 3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor

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

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^{\$} Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 7.2 of the Agreement).

- 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.
- 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:

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

Signed and sealed this	day of	, 20	at
SIGNED, SEALED	AND DELI	VERED	

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)

Annex-II: Form for Guarantee for Advance Payment

To, Managing Director, NHIDCL, National Highways & Infrastructure Development Corporation Ltd. 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 "Name of Work" (the "EPC") basis, 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").
- 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 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.

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 Ltd., 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

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

- 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.
- 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.
- 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.
- 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.
- 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

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^{\$} 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).

- 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.
- 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:

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

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

The Contract Price for this Agreement is Rs. --

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

Bill No	weightage in percentage to the contract		Description of Items	Percentage weightage
	price			
1			ND STRENGTHENING OF EXISTING	
		ROAD		
	58.83%	A1.1	Earthwork up to top of the sub- grade including excavation in soil, soft rock and hard rock including Cleaning & grubbing with required site clearance etc.	0.000%
		A1.2	Sub-Base Course	0.000%
		A1.3	Non Bituminous Base Course	0.000%
		A1.4	Bituminous Base Course	0.000%
		A1.5	Wearing Coat	0.000%
		A1.6	Widening and repair of culverts	0.000%
		A1.7	Hard Shoulder	0.000%
2			CTION/NEW 2-LANE BYPASS(FLEXIBLE PAVEMENT)	0.000%
		A2.1	Earthwork up to top of the sub- grade including excavation in soil, soft rock and hard rock including Cleaning & grubbing with required site clearance etc.	27.369%
		A2.2	Sub-Base Course	6.487%
		A2.3	Non Bituminous Base Course	4.560%
		A2.4	Bituminous Base Course	6.909%
		A2.5	Wearing Coat	3.012%
		A2.6	Hard Shoulder	0.000%
3	-	RECONSTRUC	CTION/NEW 2-LANE	0.000%
		ALIGNMENT/	BYPASS(RIGID PAVEMENT)	
	A3.1	Earthwork up to top of the sub- grade including excavation in soil, soft rock and hard rock including Cleaning & grubbing with required site clearance etc.	0.000%	
		A3.2	Sub-Base Course	0.000%
	A3.3	Dry Lean Concrete(DLC) Course	0.000%	
		A3.4	Pavement Quality Control(PQC) Course	0.000%
4		(FLEXIBLE PA	CTION/NEW SERVICE ROAD AVEMENT)	0.000%
		A4.1	Earthwork up to top of the sub- grade including excavation in soil, soft rock and hard rock including Cleaning & grubbing with required	0.000% 224

1	1		aita alaguanaa ata	
			site clearance etc.	
		A4.2	Sub-Base Course	0.000%
		A4.3	Non Bituminous Base Course	0.000%
		A4.4	Bituminous Base Course	0.000%
		A4.5	Wearing Coat	0.000%
5			CTION/NEW SERVICE ROAD (RIGID	0.000%
		PAVEMENT)	TION/NEW SERVICE ROAD (RIGID	0.000 70
		A5.1	Earthwork up to top of the sub- grade including excavation in soil, soft rock and hard rock including Cleaning & grubbing with required site clearance etc.	0.000%
		A5.2	Sub-Base Course	0.000%
		A5.3	Dry Lean Concrete(DLC) Course	0.000%
		A5.4	Pavement Quality Control(PQC) Course	0.000%
6			TION AND NEW CULVERTS ON AD, REALIGNMENTS, BYPASSES	0.000%
		A6.1	Culverts and associated Protection Works (Length < 6m)	10.497%
7	0.00%	_	ND REPAIR OF MINOR BRIDGES	0.000%
			n and < 60 m)	
		A7.1	Minor Bridges	0.000%
8		_	BRIDGES (Length > 6 m and < 60	0.000%
		A8.1	Foundation + Sub Structures: On completion of the foundation work including foundations for wing wall and return walls, abutments,	0.000%
		A8.2	piers upto the abutment/pier cap. Super-structure: On completion of the super structure in all respect including wearing coat, bearings, expansion joints, hand rails, crash barriers, road signs & markings, tests on completion etc. complete in all respect.	0.000%
		A8.3	Approaches: On completion of approaches including retaining wall, stone pitching, protection works complete in all respect and fit for use.	0.000%
		A8.4	Guide Bunds and River Training Works: On completion of Guide bunds and river training works complete in all respects.	0.000%
9		WIDENING A	ND REPAIRS OF UNDERPASSES/	0.000%
		A9.1	Underpasses/ Overpasses	0.000%
10		NEW UNDERP	PASSES/ OVERPASSES	0.000%
		A10.1	Foundation + Sub Structures: On completion of the foundation work including foundations for wing	0.000%
			work including roundations for wing wall and return walls, abutments, piers upto the abutment/pier cap.	225

		A10		Super-structure: On complete in all respects or complete in all respects as and (b) in case of underpass and (b) in case of underpass and (b) in case of underpass and respects as and respects and respects as and respects are respects and respects and respects are respects and respects and respects and respects are respects and respects and respects are respects are respects and respects are respects and respects are respects and respects are respects and respects are respects are respects and respects are respects are respects and respects are respects and respects are respects are respects and respects are respects and respects are re	respect earings, ils, crash rkings, mplete in ing Coat rearing ioint specified ss- Rigid ae facility specified.	0.000%
				approaches including reta walls/Reinforcedearthwai pitching, protection works of in all respect and fit for us	lls, stone complete	
11	0.00%	WIDENI	NG AND	REPAIRS OF MAJOR BRI	DGES	0.000%
		A11		Foundation		0.000%
		A11		Sub-structure		0.000%
		A11		Super-structure(including		0.000%
		A11		Wearing Coat including exp		0.000%
				Miscellaneous items like had crash barriers, road markin	•	0.000%
		A11	.6	Wing walls/ Return walls		0.000%
		A11		Guide Bunds, River Training etc		0.000%
		A11	.8	Approaches (including Ret walls, stone pitching and pr works)		0.000%
12		NEW MA	JOR BR	RIDGES		0.000%
		A12	2.1	Foundation		0.000%
		A12	2.2	Sub-structure		0.000%
		A12	2.3	Super-structure(including	bearings)	0.000%
		A12		Wearing Coat including ex joints	<u> </u>	0.000%
		A12		Miscellaneous items like had crash barriers, road markin		0.000%
		A12		Wing walls/ Return walls		0.000%
		A12		Guide Bunds, River Training etc		0.000%
			2.8	Approaches (including Ret walls, stone pitching and pr works)		0.000%
13			NG ANI	REPAIR OF ROB/RUB		0.000%
		A13.1	(a)	ROB		0.000%
			(i)	Foundation	-	0.000%
			(ii)	Sub-structure	-	0.000%
			(iii)	Super-structure(including bearings)	-	0.000%
			(iv)	Wearing Coat in case of ROB- wearing coat including expansion joint complete in all respects	-	0.000% 226

			as specified.		
		(v)	Miscellaneous items like handrails, crash barriers, road markings etc.		0.000%
		(vi)	Wing walls/ Return walls		0.000%
		(vii)	Approaches (including Retaining walls, stone pitching and protection works)	-	0.000%
	A13.2	2 (b)	RUB		0.000%
		<i>(i)</i>	Foundation	-	0.000%
		(ii)	Sub-structure	-	0.000%
		(iii)	Super-structure(including bearings)	-	0.000%
		(iv)	Wearing Coat in case of RUB- Rigid pavement under RUB including drainage facility complete in all respects as specified.	-	0.000%
		(v)	Miscellaneous items like handrails, crash barriers, road markings etc.		0.000%
		(vi)	Wing walls/ Return walls		0.000%
		(vii)	Approaches (including Retaining walls, stone pitching and protection works)	-	0.000%
14	NEW R	ROB/RUB	,		0.000%
	A14.1	(a)	ROB		0.000%
		(i)	Foundation	-	0.000%
		(ii)	Sub-structure	-	0.000%
		(iii)	Super-structure(including bearings)	-	0.000%
		(iv)	Wearing Coat in case of ROB- wearing coat including expansion joint complete in all respects as specified.	-	0.000%
		(v)	Miscellaneous items like handrails, crash barriers, road markings etc.		0.000%
		(vi)	Wing walls/ Return walls		0.000%
		(vii)	Approaches (including Retaining walls/ Reinforced earth walls, stone pitching and protection works)	-	0.000%
	A14.2	? (b)	RUB		0.000%
		<i>(i)</i>	Foundation	-	0.000%
		(ii)	Sub-structure	-	0.000%
		(iii)	Super-structure(including bearings)	-	0.000%

22.

			(iv) (v) (vi) (vii)	Wearing Coat in case of RUB- Rigid pavement under RUB including drainage facility complete in all respects as specified. Miscellaneous items like handrails, crash barriers, road markings etc. Wing walls/ Return walls Approaches (including Retaining walls/ Reinforced earth walls, stone pitching and protection works)	-	0.000% 0.000% 0.000%
15				REPAIR OF ELEVATED	DC	0.000%
		A.15.1	(i)	VERS/ GRADE SEPARATO Foundation	-	0.000%
		A.13.1	(i) (ii)	Sub-structure	_	0.000%
			. ,		-	0.000%
			(iii)	Super-structure(including bearings)	-	0.000%
			(iv)	Wearing Coat including	-	0.000%
			(,,,	expansion joint.		0.00070
			(v)	Miscellaneous items like		0.000%
				handrails, crash barriers,		
				road markings etc.		
			(vi)	Wing walls/ Return walls		0.000%
			(vii)	Approaches (including Retaining walls/ Reinforced earth walls, stone pitching and protection works)	-	0.000%
16				SECTION/ FLYOVERS/ GF	RADE	0.000%
		SEPARA		T =		
		A.16.1	<i>(i)</i>	Foundation	-	0.000%
			(ii)	Sub-structure	-	0.000%
			(iii)	Super-structure(including bearings)	-	0.000%
			(iv)	Wearing Coat including expansion joint.	-	0.000%
			(v)	Miscellaneous items like handrails, crash barriers, road markings etc.		0.000%
			(vi)	Wing walls/ Return walls	T	0.000%
			(vii)	Approaches (including Retaining walls/ Reinforced earth walls, stone pitching and protection works)	-	0.000%
17	41.17%	OTHER \	NORKS	-/		0.000%
		A17.1	Toll Pi	laza		0.000%
		A17.2		side drain		2.632%
		A17.3		signs, marking, Km stones, Sa	fety	0.000%
			(a)	Pavement Marking		0.277%
			(b)	Crash barrier/W metal cras	sh harrier	1.5 <u>01</u> %
			. ,	Traffic Sign	S. I Ballici	0.102%
1			(c)	Trairic Sigit		0.102%

	(d)	Road Boundary stone, km Stone, 5th km stone and hectometer stone	0.003%
	(e)	TrafficblinkerLED delineator, stud, reflective payment marker, tree reflector	0.006%
	(f)	Traffic impact Attenuators at Abutments and Piers traffic island	0.000%
	<i>(g)</i>	Road furniture (overhead signboard etc.)	0.094%
	(h)	Others including Toilet Blocks and Street lightining	0.107%
A17.4	Projec	ct facilities	0.000%
	(a)	Truck lay-byes	0.000%
	(b)	Bus bays and Bus Shelter	0.206%
	(c)	Junctions (Major & Minor)	0.000%
	(d)	Others including Cable duct & Lighing on Bridges, etc.	0.000%
	(e)	Rest areas (viewpoint/recreational areas)	0.000%
A17.5		Side Plantation, Median plantation & og of the embankment slope	0.000%
A17.6	appro section	r of protection works other than paches to the bridges, elevated ons/fly-overs/gradeseparatorand / RUBs.	0.000%
A17.7	Traffic	c diversion, Safety and traffic gement during construction	0.000%
A17.8		Protection Works as special rement for hill road	0.000%
	(a)	Hydro Seeding of Cut Slopes in Soil	0.002%
	(b)	Seeding and Mulching with Jute net all along the perpetual slide locations	0.034%
	(c)	Catchwater Drain	0.000%
	(d)	Retaining Wall	0.000%
	(e)	Reinforced earth wall	0.000%
	(f)	Breast wall	34.416%
	(g)	Soil Nailing	0.005%
	(h)	Gabion Structure	1.782%

Procedure of estimating the value of work done

Road works

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

Table 1.3.1

Chara of Daymout	Percentage	Downsont Durandous
Stage of Payment	weightage	Payment Procedure
A- Widening & Strengthening of road		Linit of management is linear longth
(1)Earthwork up to top of the sub-grade	[Nil]	Unit of measurement is linear length.
(3) Sub-base Course	[Nil]	Payment of each stage shall be made on pro rata basis on completion of a stage in a
(4) Non bituminous Base course	[Nil]	length of not less than 10(ten) percent of
(5) Bituminous Base course	[Nil]	the total length.
(6) Wearing Coat	[Nil]	the total length.
(7) Widening and repair of culverts		Cost of ten completed culverts shall be
	[Nil]	determined on pro rata basis with respect
		to the total number of culverts.
B.1- Reconstruction/New2-Lane Realignment/Bypass (Flexible Pavement)		
(1)Earthwork up to top of the sub-grade	27.369%	Unit of measurement is linear length.
(3) Sub-base Course	6.487%	Payment of each stage shall be made on
(4) Non bituminous Base course	4.560%	prorata basis on completion of a stage in
(5) Bituminous Base course	6.909%	full length or 0.5 km length, whichever is
(6) Wearing Coat	3.012%	less.
(7) Widening and repair of culverts	3.012 /0	
B.2- Reconstruction/New 8-Lane		
Realignment/Bypass(Rigid Pavement)		Unit of massurament is linear langth
(1)Earthwork up to top of the sub-grade	[Nil]	Unit of measurement is linear length. Payment of each stage shall be made on
(2) Sub-base Course	[Nil]	pro rata basis on completion of a stage in
(3) Dry Lean Concrete (DLC) Course	[Nil]	full length or 5 (five) km length, whichever
(4) Pavement Quality Control		is less.
(PQC) Course	[Nil]	
C.1- Reconstruction/New Service Road/ Slip Road (Flexible Pavement)		Unit of manager amont is linear langth
(1)Earthwork up to top of the sub-grade	[Nil]	Unit of measurement is linear length. Payment of each stage shall be made on
(2) Sub-base Course	[Nil]	pro rata basis on completion of a stage in
(3) Non bituminous Base course	[Nil]	full length or 5 (five) km length, whichever
(4) Bituminous Basecourse	[Nil]	is less.
(5) Wearing Coat	[Nil]	10.000
C.2- Reconstruction/New Service road	. ,	
(Rigid Pavement)		Unit of measurement is linear length.
(1)Earthwork up to top of the sub-grade	[Nil]	Payment of each stage shall be made on
(2) Sub-base Course	[Nil]	pro rata basis on completion of a stage in
(3) Dry Lean Concrete (DLC)Course	[Nil]	full length or 5 (five) km length, whichever
(4) Pavement Quality Control	FA 2	is less.
(PQC) Course	[Nil]	
D- Reconstruction &New Culverts on		Cost of each culverts shall be determined
existingroad, realignments, bypasses		on pro rata basis with respect to the total
Culverts (length <6m)		number of culverts.
	10.497%	Payment shall be made on the
		completion of at least One culverts

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

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

Where,

P = Contract Price

L = Total length in km

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

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

Minor Bridges and Underpasses/Overpasses.

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

Table 1.3.2

Stage of Payment	Weightage	Payment Procedure
1	2	3
A.1-Widening and repairs of Minor Bridges(length>6m&<60m) A.2- New Minor	[Nil]	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
Bridges (length > 6m & < 60m)		
(1)Foundation + Sub-Structure: On completion of the foundation work including foundations for wing and return walls, abutments, piers up to the abutment/pier cap.	[Nil]	Foundation: 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 shall be made on pro-rata basis on completion of a stage i.e. Not less than 25% of the scope of foundation of each bridge. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(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 etc. complete in all respect.	[Nil]	Super-structure: 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. In case of structures where pre-cast girders have been proposed by the Contractor, 50% of the stage payment shall be due and payable on casting of girders for each span and balance 50% of the stage payment shall be made on completion of stage specified as above
(3)Approaches :On completion of approaches including Retaining walls, stone pitching, protection works complete in all and fit for use	[Nil]	Approaches: 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. 231
(4) Guide Bunds and River Training Works: On completion	[Nil]	Guide Bunds and River Training Works:

Stage of Payment	Weightage	Payment Procedure
of Guide Bunds and river		Payment shall be made on pro-rata basis on completion of
training works complete in all		a stage i.e. completion of Guide Bund sand River training
respects		Works in all respects as specified
B.1- Widening and repairs of	[Nil]	Cost of each underpass/overpass shall be determined on
underpasses/overpasses		pro-rata basis with respect to the total linear length of the
		underpasses/ overpasses. Payment shall be made on the
		completion of widening & repair works of a
		underpass/overpass.
B.2- New Underpasses/Overpasses		
(1)Foundation + Sub-Structure:	[Nil]	Foundation: Cost of each Underpass/ Overpass shall be
On completion of the		determined on pro- rata basis with respect to the total
foundation work including		linear length (m) of the Underpasses/Overpasses. Payment
foundations for wing and return		against foundation shall be made on pro-rata basis on
walls, abutments, piers up to the		completion of a stage i.e. Not less than 25% of the scope of foundation of each Underpasses/ Overpasses.
abutment/pier cap.		Toundation of each onderpasses/ Overpasses.
		In case where load testing is required for foundation, the
		trigger of first payment shall include load testing also
		where specified.
(2)Super-structure: On	[Nil]	Super-structure: Payment shall be made on pro-rata basis
completion of the super-		on completion of a stage i.e. completion of super- structure
structure in all respects		of at least one span in all respects as specified in the
including wearing coat,		column of "Stage of Payment" in this sub-clause. In case of
bearings, expansion joints, hand		structures where pre-cast girders have been proposed by
rails, crash barriers, road signs &		the Contractor,50% of the stage payment shall be due and
markings, tests on completion		payable on casting of girders for each span and balance
etc. complete in all respect.		50% of the stage payment shall be made on completion of
Wearing Coat (a) in case of		stage specified as above
Overpass-wearing coat including		
expansion joints complete in all		
respects as specified and (b) in		
case of underpass- rigid		
pavement including drainage		
facility complete in all respects		
as specified.		
(3) Approaches: On completion	[Nil]	Payment shall be made on pro-rata basis on completion of
of approaches including		a stage in all respects as specified
Retaining walls/ Reinforced		
Earth walls, stone pitching,		
protection works complete in all		
respect and fit for use.		

Major Bridge works, ROB/RUB and Structures.

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

Table 1.3.3

Stage of Payment	Weightage	Payment Procedure
A.1- Widening and repairs of		
Major Bridges		
(1) Foundation	[Nil]	Foundation: Cost of each Major Bridge shall be determined on pro-rata basis with respect to the total linear length (m) of the Major Bridge. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the major Bridge. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(2) Sub-structure	[Nil]	Sub-structure: Payment against sub- structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub- structure of major bridge.
(3)Super-structure(including bearings)	[Nil]	Super-structure: 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. In case of structures where pre-cast girders have been proposed by the Contractor,50% of the stage payment shall be due and payable on casting of girders for each span and balance 50% of the stage payment shall be made on completion of stage specified as above
(4)Wearing Coat including expansion joints	[Nil]	Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like handrails, crash barrier, road markings etc.	[Nil]	Miscellaneous: Payments shall be made on completion of all miscellaneous works like handrails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/return walls	[Nil]	Wingwalls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7)Guide Bunds, River Training works etc.	[Nil]	Guide Bunds, River Training works: Payments shall be made on completion of all guide bunds/river training works etc. complete in all respects as specified.
(8)Approaches(including Retaining walls, stone pitching and protection works)	[Nil]	Approaches: Payments shall be made on pro-rata basis on completion of 10% of the scope of each stage.
A.2-NewMajorBridges		
(1)Foundation	[Nil]	Foundation: Cost of each Major Bridge shall be determined on pro-rata basis with respect to the total linear length (m) of the Major Bridge. Payment against foundation shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of foundation of the major Bridge. In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(2)Sub-structure	[Nil]	Sub-structure: Payment against sub- structure shall be made

Stage of Payment	Weightage	Payment Procedure
		on pro-rata basis on completion of a stage i.e. not
		lessthan25% of the scope of sub- structure of major bridge.
(3)Super-structure(including		Super-structure: Payment shall be made on pro-rata basis on
bearings)	[Nil]	completion of a stage i.e. completion of super- structure
		including bearings of at least one span in all respects as
		specified. In case of structures where pre-cast girders have
	[1411]	been proposed by the Contractor, 50% of the stage payment
		shall be due and payable on casting of girders for each span
		and balance 50% of the stage payment shall be made on
		completion of stage specified as above
(4)Wearing Coat including		Wearing Coat: Payment shall be made on completion of
expansion joints	[Nil]	wearing coat including expansion joints complete in all
		respects as specified.
(5) Miscellaneous Items like		Miscellaneous: Payments shall be made on completion of all
handrails, crash barrier, road	[Nil]	miscellaneous works like handrails, crash barriers, road
markings etc.		markings. complete in all respects as specified.
(6) Wing walls/return walls		Wingwalls/return walls: Payments shall be made on
	[Nil]	completion of all wing walls/return walls complete in all
		respects as specified.
(7)Guide bunds, River Training		Guide Bunds, River Training works: Payments shall be made
works etc.	[Nil]	on completion of all guide bunds/river training works etc.
		complete in all respects as specified.
(8)Approaches(including Retaining		Approaches: Payments shall be made on pro-rata basis on
walls, stone pitching and	[Nil]	completion of 10% of the scope of each stage.
protection works)		
B.1- Widening and repairs of		
(a)ROB (b)RUB		
(1) Foundations		Foundation: Cost of each ROB/RUB shall be determined on
		pro-rata basis with respect to the total linear length (m)of
		the ROB/RUB. Payment against foundation shall be made on
	[N1:17	pro-rata basis on completion of a stage i.e. not less than 25%
	[Nil]	of the scope of foundation of the ROB/RUB.
		In case where load testing is required for foundation, the
		trigger of first payment shall include load testing also where
		specified.
(2) Sub-Structure		Sub-structure: Payment against sub- structure shall be made
(2) 300-311 001010	[Nil]	on pro-rata basis on completion of a stage i.e. not less than
	[[11]]	25% of the scope of sub- structure of ROB/RUB.
(3) Super-Structure (Including		Super-structure: Payment shall be made on pro-rata basis on
bearings)		completion of a stage i.e. completion of super- structure
Scarings)		including bearings of at least one span in all respects as
		specified. In case of structures where pre-cast girders have
	[Nil]	been proposed by the Contractor,50% of the stage payment
		shall be due and payable on casting of girders for each span
		and balance 50% of the stage payment shall be made on
		completion of stage specified as above
(4) Wearing Coat(a)in case of ROB-		Wearing Coat: Payment shall be made on completion
wearing coat including expansion		,
joints complete in all respects as	Fa 1117	(a) in case of ROB-wearing coat including expansion joints
specified and (b) in case of RUB-	[Nil]	complete in all respects as specified
rigid pavement under RUB		
including drainage facility		and
5 5	1	<u>, </u>

Stage of Payment	Weightage	Payment Procedure
complete in all respects as		
specified		(b) in case of RUB-rigid pavement under RUB including
(5) Missellessess House His		drainage facility complete in all respects as specified.
(5) Miscellaneous Items like handrails, crash barrier, road	[Nil]	Miscellaneous: Payments shall be made on completion of all miscellaneous works like handrails, crash barriers, road
markings etc.	[INII]	markings etc. complete in all respects as specified.
(6) Wing walls/Return walls		Wingwalls/return walls: Payments shall be made on
(c) ring riand, riciani riand	[Nil]	completion of all wing walls/return walls complete in all
		respects as specified.
(7) Approaches (Including		Payments shall be made on pro-rata basis on completion of
Retaining walls, Stone Pitching and	[Nil]	20% of the total area.
protection works)		
B.2-NewROB/RUB		Freedottes Cost of cost pop (BUB shall be detected as
(1) Foundation		Foundation: Cost of each ROB/RUB shall be determined on pro-rata basis with respect to the total linear length (m)of
	[Nil]	the ROB/RUB. Payment against foundation shall be made on
	[]	pro-rata basis on completion of a stage i.e. not less than 25%
		of the scope of foundation of the ROB/RUB.
(2) Sub-structure		Sub-structure: Payment against sub- structure shall be made
	[Nil]	on pro-rata basis on completion of a stage i.e. Not less than
		25% of the scope of sub- structure of ROB/RUB.
(3) Super-structure		Super-structure: Payment shall be made on pro-rata basis on
(including bearing)		completion of a stage i.e. completion of super- structure
		including bearings of at least one span in all respects as specified. In case of structures where pre-cast girders have
	[Nil]	been proposed by the Contractor,50% of the stage payment
		shall be due and payable on casting of girders for each span
		and balance 50% of the stage payment shall be made on
		completion of stage specified as above
(4)Wearing Coat (a) in case of		Wearing Coat: Payment shall be made on completion
ROB- wearing coat including		
expansion joints complete in all		(a) in case of ROB-wearing coat including expansion joints
respects as specified and (b) in	[Nil]	complete in all respects as specified
case of RUB-rigid pavement under RUB including drainage facility	[INII]	and
complete in all respects as		
specified		(b) In case of RUB-rigid pavement under RUB including
		drainage facility complete in all respects as specified.
(5) Miscellaneous Items like		Miscellaneous: Payments shall be made on completion of all
handrails, crash barrier, road	[Nil]	miscellaneous works like handrails, crash barriers, road
markings etc.		markings etc. Complete in all respects as specified.
(6) Wing walls/Return walls	[Nil]	Wingwalls/return walls: Payments shall be made on
	[INII]	completion of all wing walls/return walls complete in all respects as specified.
(7)Approaches (including Retaining		Payment shall be made on pro-rata basis on completion of a
walls/Reinforced Earth wall, stone	[Nil]	stage in all respects as specified
pitching and protection works)		
C.1-Wideningandrepairs of		
Elevated Section/ Flyovers/Grade		
Separators		
(1) Foundations	[NI:1]	Foundation: Cost of each structure shall be determined on
	[Nil]	pro-rata basis with respect to the total linear length (m)of the structure. Payment against foundation shall be made on
		the structure. Fayment against foundation shall be made on

Stage of Payment	Weightage	Payment Procedure
		pro-rata basis on completion of a stage i.e. not less than 25%
		of the scope of foundation of the structure.
		In case where load testing is required for foundation, the trigger of first payment shall include load testing also where specified.
(2) Sub-Structure	[Nil]	Sub-structure: Payment against sub- structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub- structure of structure.
(3) Super-Structure(Including bearings)	[Nil]	Super-structure: 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. In case of structures where pre-cast girders have been proposed by the Contractor,50% of the stage payment shall be due and payable on casting of girders for each span and balance 50% of the stage payment shall be made on completion of stage specified as above
(4) Wearing Coat including expansion joints	[Nil]	Wearing Coat: Payment shall be made on completion of wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like handrails, crash barrier, road markings etc.	[Nil]	Miscellaneous: Payments shall be made on completion of all miscellaneous works like handrails, crash barriers, road markings etc. Complete in all respects as specified.
(6) Wing walls/Return walls	[Nil]	Wingwalls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7) Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[Nil]	Payment shall be made on pro-rata basis on completion of a stage in all respects as specified
C.2- New Elevated Section/ Flyovers/Grade Separators		
(1) Foundations	[Nil]	Foundation: Cost of each structure shall be determined on pro-rata basis with respect to the total linear length (m)of the structure. 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 structure. In case where load testing is required for foundation, the
		trigger of first payment shall include load testing also where specified.
(2) Sub-Structure	[Nil]	Sub-structure: Payment against sub- structure shall be made on pro-rata basis on completion of a stage i.e. not less than 25% of the scope of sub- structure of structure.
(3)Super-Structure(Including bearings)	[Nil]	Super-structure: 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. In case of structures where pre-cast girders have been proposed by the Contractor,50% of the stage payment shall be due and payable on casting of girders foreach span and balance 50% of the stage payment shall be made on completion of stage specified as above
(4)Wearing Coat including	[Nil]	Wearing Coat: Payment shall be made on completion of

Stage of Payment	Weightage	Payment Procedure
expansion joints		wearing coat including expansion joints complete in all respects as specified.
(5) Miscellaneous Items like handrails, crash barrier, road markings etc.	[Nil]	Miscellaneous: Payments shall be made on completion of all miscellaneous works like handrails, crash barriers, road markings etc. complete in all respects as specified.
(6) Wing walls/Return walls	[Nil]	Wingwalls/return walls: Payments shall be made on completion of all wing walls/return walls complete in all respects as specified.
(7)Approaches (including Retaining walls/Reinforced Earth wall, stone pitching and protection works)	[Nil]	Payments shall be made on pro-rata basis on completion of 20% of the total area.

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

(2) The Schedule for exclusive tunnel projects may be prepared as per site requirements beforebidding with due approval of Competent Authority.

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 of Payment	Weightage	Payment Procedure
1	2	3
(1) Toll Plaza	[Nil]	Unit of measurement is each completed toll plaza. Payment of each toll plaza shall be made on pro-rata basis with respect to the total of all toll plaza.
(2) Roadside drains	2.632%	Unit of measurement is linear length. Payment
(3) Road signs, markings, km stones, safety devices etc.	2.09%	shall be made on pro-rata basis on completion of a stage in a length of not less than 05% (five percent) of the total length.
(4) Project Facilities		
a) Bus Bays	[Nil]	
b) Truck Lay-byes	[Nil]	Payment shall be made on pro-rata basis for
c) Passenger Shelter	0.206%	completed facilities.
d) Rest Area	[Nil]	
e) Junction	[Nil]	
(5) Road side Plantation including Horticulture in Wayside Amenities	[Nil]	Unit of measurement is linear length
(6) Repair of Protection Works other than approaches to the bridges, elevated sections/flyover/grade separators and ROBs/ RUBs	[Nil]	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 percent)of the total length.
(7) Safety and traffic	[Nil]	Payment shall be made on prorate basis every six

Stage of Payment	Weightage	Payment Procedure
management during		months.
construction		
(8) Protection Works		Unit of measurement is linear length. Payment
(a) Retaining Wall	[Nil]	shall be made
(b) Breast Wall	34.416%	on pro-rata basis on completion of a stage in a
(c) Toe Wall	[Nil]	length of not less than 05% (five percent) of the
(d) Gabion Wall	1.782%	total length.
(9) Site Clearance & Dismantling	[Nil]	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 05% (five percent) of the total length.
(10) Other Works (hydro seeding, mulching, soil nailing etc)	0.041%	Unit of measurement is square metre. Payment shall be made on pro-rata basis on completion of a stage in a area of not less than 05% (five percent) of the total area.

2. Procedure for payment for Maintenance

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

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

Schedule - I

(See Clause 10.2 (iv))

Drawings

1. Drawings

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

2. Additional Drawings

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

Annex - I

(Schedule - I)

Annex-I : List of Drawings

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

Schedule - J

(See Clause 10.3 (ii))

Project Completion Schedule

1. Project Completion Schedule

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

2. Project Milestone-I

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

3. Project Milestone-II

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

4. Project Milestone-III

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

5. Scheduled Completion Date

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

6. Extension of time

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

Schedule - K

(See Clause 12.1 (ii))

Tests on Completion

1. Schedule for Tests

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

2. Tests

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

3. Agency for conducting Tests

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

4. Completion Certificate

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

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

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

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

Schedule - L

(See Clause 12.2)

Completion Certificate

1	I, (Name of the Authority's Engineer), acting as the Authority's
	Engineer, under and in accordance with the Agreement dated(the
	"Agreement"), for [construction of the ****section (km ** to km **) of National Highway
	No. ***] (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.
2	It is certified that, in terms of the aforesaid Agreement, all works forming part of Project
	Highway have been completed, and the Project Highway is hereby declared fit for entry into
	operation on this the day of 20, Scheduled Completed Date for which was
	the day of20

SIGNED, SEALED AND DELIVERED For and on behalf of the Authority's 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 deductions shall continue to be made every month until compliance is done.
- (iii) The Authority's Engineer shall calculate the amount of payment reduction on the basis of weightage in percentage assigned to non-conforming items as given in Paragraph 2.

2. Percentage reductions in lump sum payments on monthly basis

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

S. No.	Item/Defect/Deficiency	Percentage	
(a)	Carriageway/Pavement		
(i)	Potholes, cracks, other surface defects	15%	
(ii)	Repairs of Edges, Rutting		
(b)	Road, Embankment, Cuttings, Shoulders		
(i)	Edge drop, inadequate cross fall, undulations, settlement, potholes, ponding, obstructions		
(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		
(iii)	Painting, repairs/replacement kerbs, railings, parapets, guideposts/crash barriers	5%	
(d)	Roadside Drains		
(i)	Cleaning and repair of drains	5%	
(e)	Road Furniture		
(i)	Cleaning, painting, replacement of road signs, delineators, road markings, 200 m/km/5 th km stones	5%	

S. No.	Item/Defect/Deficiency	Percentage	
(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:

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

Where,

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

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

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

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

R= Reduction (the amount to be deducted for non-compliance for a particular item/Defect/deficiency

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

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

Schedule - N

(See Clause 18.1 (i))

Selection of Authority's Engineer

1. Selection of Authority's Engineer

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

2. Terms of Reference

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

3. Appointment of Government entity as Authority's Engineer

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

Annex – I (Schedule - N)

Annex-I: Terms of Reference for Authority's Engineer

1. Scope

- (i) These Terms of Reference (the "**TOR**") for the Authority's Engineer are being specified pursuant to the EPC Agreement dated............ (the "**Agreement**), which has been entered into between the [name and address of the Authority] (the "**Authority**") and............... (the "**Contractor**")[#] for [Two-Laning] of the **** section (km ** to km **) of National Highway No. ** in the State of *** on Engineering, Procurement, Construction (EPC) basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- # In case the bid of Authority's Engineer is invited simultaneously with the bid of EPC project, then the status of bidding of EPC project only to be indicated
- (ii) The TOR shall apply to construction and maintenance of the Project Highway.

2. Definitions and interpretation

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

3. General

- (i) The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- (ii) The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining:
 - (a) any Time Extension;
 - (b) any additional cost to be paid by the Authority to the Contractor;
 - (c) the Termination Payment; or
 - (d) issuance of Completion Certificate or
 - (e) any other matter which is not specified in (a), (b), (c) or (d) above and which creates a financial liability on either Party.
- (iii) The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month.

- (iv) The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of Clause 18.2.
- (v) The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13.
- (vi) In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

4. Construction Period

- (i) During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1 (vi). The Authority's Engineer shall complete such review and approval and send its observations to the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- (ii) The Authority's Engineer shall review and approve any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.
- (iii) The Authority's Engineer shall review and approve the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty one) days stating the modifications, if any, required thereto.
- (iv) The Authority's Engineer shall complete the review and approve of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.
- (v) The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4.
- (vi) The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the Contractor within 7 (seven) days of receipt of such report.
- (vii) The Authority's Engineer shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.

- (viii) The Authority's Engineer shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- (ix) For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4 (ix), the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- (x) The Authority's Engineer shall test check at least 50 (fifty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- (xi) The timing of tests referred to in Paragraph 4 (ix), and the criteria for acceptance/ rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- (xii) In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.
- (xiii) The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.
- (xiv) In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.
- (xv) The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.2.
- (xvi) Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
- (xvii) In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, and requires the Authority's Engineer to inspect such works, the

Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

(xviii) The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate, as the case may be. For carrying out its functions under this Paragraph 4 (xviii) and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

5. Maintenance Period

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

6. Determination of costs and time

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

7. Payments

(i) The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provisions of Clause 10.2 (iv) (d).

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

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

3. Insurance against injury to persons and damage to property

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

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

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

4. Insurance to be in joint names

The insurance under the Authority.	r paragraphs 1 to 3	3 above shall be	in the joint nam	nes of the Contra	actor and

Schedule-Q

(See Clause 14.10)

Tests on Completion of Maintenance Period

1. Riding Quality test:

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

2. Visual and physical test:

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

Schedule-R

(See Clause 14.10)
Taking Over Certificate I,
****] (the " Project Highway ") on Engineering, Procurement and Construction (EPC) basis through
SIGNED, SEALED AND DELIVERED
(Signature)
(Name and designation of Authority's Representative) (Address)